

Greeley City Council Agenda

Regular Meeting July 6, 2021 - 6:00 p.m.

City Council Chambers at City Center South, 1001 11th Ave, Greeley, CO 80631

Zoom Webinar link: <https://greeleygov.zoom.us/j/98241485414>

NOTICE:

Regular meetings of the City Council are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in person meeting in Council Chambers.

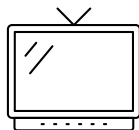
City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

Members of the public are also invited to choose how to participate in Council meetings in the manner that works best for them.

Watch Meetings:



Meetings are open to the public and can be attended in person by anyone.



Meetings are televised live on GTV8 on cable television.



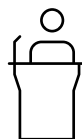
Meetings are livestreamed on the City's website, greeleygov.com as well as YouTube at youtube.com/CityofGreeley

For more information about this meeting or to request reasonable accommodations, contact the City Clerk's Office at 970-350-9740 or by email at cityclerk@greeleygov.com.

Meeting agendas, minutes, and archived videos are available on the City's meeting portal at greeley-co.municodemeetings.com/

Comment in real time:

During the public input portion of the meeting and public hearings:



In person attendees can address the Council in the Chambers.

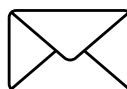


The public can join the Zoom webinar and comment from the remote meeting.

Submit written comments:



Email comments about any item on the agenda to cityclerk@greeleygov.com



Written comments can be mailed or dropped off at the City Clerk's Office at City Hall, at 1000 10th St, Greeley, CO 80631





Mayor

John Gates

Councilmembers

Tommy Butler
Ward I

Brett Payton
Ward II

Michael Fitzsimmons
Ward III

Dale Hall
Ward IV

Kristin Zasada
At-Large

Ed Clark
At-Large

A City Achieving
Community Excellence

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

City Council Agenda

July 06, 2021 at 6:00 PM

City Council Chambers at City Center South, 1001 11th Ave

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

Consent Agenda

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

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

9. [Acceptance of the Report of the City Council Work Session](#)
10. [Approval of the City Council Proceedings](#)
11. [Introduction and first reading of an ordinance establishing Local Improvement District No. 343795 for the construction of regional Ashcroft lift station infrastructure.](#)
12. [Introduction and first reading of an ordinance amending Title 24 of the Greeley Municipal Code relating to the Development Code by deleting the current Title in its entirety and adding a new Chapter 7 relating to Access and Parking, a new Chapter 8 relating to Landscape Standards, a new Chapter 9 relating to Sign Standards, a new Chapter 10 relating to Special Districts and Areas, a new Chapter 11 relating to Supplemental Standards, and a new Chapter 12 Reserved for Metropolitan Districts.](#)

13. [Consideration of a resolution finding substantial compliance with state annexation laws for property known as The Cache Annexation located at 12351 County Road 62 and 12644 County Road 62 ¼, including an unaddressed parcel \(no. 080736400039\) located east of 95th Avenue and north of County Road 62. The subject site is comprised of 450.477 acres.](#)

End of Consent Agenda

14. [Pulled Consent Agenda Items](#)
15. [Public hearing and final reading of an ordinance authorizing the sale of city-owned property located in Section 22, Township 8 North, Range 65 West Of The 6th P.M., Weld County, Colorado, containing 282.00 acres of land, more or less, commonly referred to as the Hasbrouck Farm and city-owned property located in Section 28, Township 8 North, Range 65 West Of The 6th P.M., Weld County, Colorado, containing 156 acres of land, more or less, commonly referred to as the Varra Farm.](#)
16. [Public hearing to consider a change of zone from PUD \(Planned Unit Development - Promontory Preliminary PUD\) to PUD \(Planned Unit Development - Promontory Preliminary PUD, Areas F, L & M, 2nd Amendment\) zoning for approximately 99.233 acres, located east of Promontory Parkway, south of 16th Street and north of future 20th Street, known as Promontory PUD, Areas F, L & M, 2nd Amendment, and final reading of an ordinance changing the official zoning map to reflect the same.](#)
17. [Public hearing to consider establishment of a Preliminary PUD \(Planned Unit Development\) of 99.233 acres of land for the development of 362 residential lots, a 2.077 mixed use lot, a 9.40 acre future park site, open space and drainage outlots. The PUD is known as Promontory Imagine School, Third Filing Preliminary PUD. The property is located east of Promontory Parkway, south of 16th Street and north of future 20th Street.](#)
18. [Public hearing and final reading of an ordinance amending portions of the Greeley Municipal Code, Title 22, Chapter 11 \(Electrical Code\) as it relates to adopting the 2020 edition of the National Electrical Code, one- and two-family dwellings, Type NM cable, central heating equipment, and auxiliary grounding of photovoltaic systems](#)
19. [Scheduling of Meetings, Other Events](#)
20. [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](#)
21. [Consideration of an Executive Session to determine positions, develop strategy and instruct negotiators regarding collective bargaining with the Greeley Fire Fighters Union Local 888](#)
22. [Consideration of an Executive Session to conference with the City Attorney for the purpose of receiving legal advice regarding potential claims and litigation against the City.](#)
23. Adjournment

Council Agenda Summary

Title

Recognitions and Proclamations

Summary

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

Attachments

What's Great about Greeley Report

Slide 1

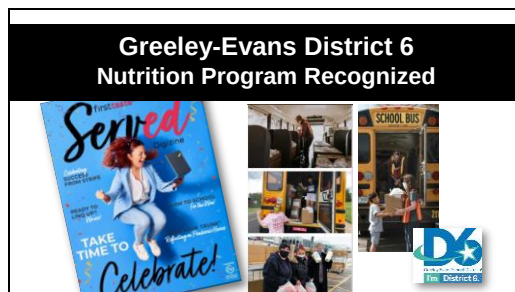


Slide 2



Congratulations to ‘Bogie’ and mom, former Greeley Area Chamber of Commerce President Sarah MacQuiddy, and dad, Rusty Mellon, former Greeley Police officer, for winning the Best of Breed award for the Otterhound group at the 2021 Westminister Dog Show in New York.

Slide 3



Greeley-Evans School District 6 nutrition team was featured in the June edition of ‘Served Digizine’, a digital magazine, in their article “Celebrating Success from Strife”. The article touched upon the great work done to ensure students were fed throughout the COVID-19 pandemic. In addition to in-person, socially distanced meals in cafeterias, the program shifted to include breakfast and lunch served in classrooms, bus route pick up options, drive-thru spots, mobile pickup with local pantries, and more.

Slide 4



Congratulations to the Greeley Area Chamber of Commerce, the Creative District and the City of Greeley for being recognize by the Colorado Tourism Office for their online 'Mural Marathoning in Northern Colorado' ColoRoad Trip itinerary. Three of the seven photos submitted were selected for the 4-day road-trip map.

Slide 5



Greeley Mayor Pro Tem Dale Hall has been elected by the Colorado Municipal League executive board to serve as vice-president for 2021-2022.

The CML Executive Board is comprised of 21 elected officials and key municipal staff members who are responsible for overall finances, management, and policy affairs of the League. CML is a nonprofit, nonpartisan organization and represents the interests of 270 cities and towns.

Slide 6



And that's What's Great about Greeley.

Council Agenda Summary

Title

Citizen Input

Summary

During this 15 minute portion of the meeting, anyone may address the Council on any item of City Business appropriate for Council consideration that is not already listed as a public hearing on this evening's agenda. Individual comments are limited to 3 minutes each, and must include the name and city of residence of the commenter.

Individuals present in the Council Chambers will be called on first to speak, followed by participants in the meeting's Zoom webinar.

Comments may also be submitted in writing to the City Clerk's Office prior to the meeting. Individual comments read into the record, subject to the same 3 minute limitation and must include the name and address of the person submitting the comments for the record.

Council Agenda Summary

Title

Reports from Mayor and Council Members

Summary

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

Council Agenda Summary

Title

Initiatives from Mayor and Council Members

Summary

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

Initiatives will generally fall into three categories:

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

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

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

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

Initiative No.	Council Request	Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
			funding mechanism(s). An initial assessment with design parameters, recommended course(s) of action including recommended funding sources, is expected in June, 2021 post consultation with the Mines student project and engineering consultants. Although this project will carry on m practicality through committee work	
07-2021	Council Member Zasada attained support for an initiative resulting from complaints about current code enforcement efforts. A two part review of enforcement practices was requested: 1) Review of what current code compliance looks like – how many code compliance officers are there, how many cases do they each have, etc. 2) Analysis of options to increase the current level of enforcement efforts and potentially toughen the existing nuisance ordinance.	June 1, 2021 Council Meeting	Update: 06/11/2021 Staff is compiling information on current code compliance operations and plans for stronger enforcement, with a work session planned with Council on July 27	Brad Mueller

Council Agenda Summary

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

Title:

Acceptance of the Report of the City Council Work Session

Summary:

A City Council Worksession was held virtually utilizing the Zoom Platform.

Decision Options:

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

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

Report

City of Greeley, Colorado
COUNCIL WORK SESSION REPORT
June 08, 2021

1. Call to Order

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

2. Pledge of Allegiance

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

3. Roll Call

Cheryl Aragon, Deputy City Clerk, called the roll.

PRESENT

Mayor John Gates

Council Member Tommy Butler

Council Member Brett Payton

Council Member Dale Hall

Council Member Michael Fitzsimmons

Council Member Ed Clark

Council Member Kristin Zasada

4. Reports from Mayor and Council Members

There were no Reports offered from Council Members.

5. November 2021 Ballot Initiatives – Request for Additional Polling

Paul Fetherston, Deputy City Manager, along with Alex Dunn, Consultant, reported that staff had done additional research on the timing, cost and other pertinent information about polling to gauge support for an open space/natural trails and areas tax. They reminded Council that polling was done in this regard in May 2020, and noted that the staff recommendation would be to not conduct this polling in 2021 and that staff would proceed however Council directs.

Mayor Gates stated that this tax probably needs additional polling.

Council Members reached consensus to conduct additional polling on this tax and potentially refine the question and consider placing it on the ballot in 2022.

6. Water & Sewer Board Interviews

Worksession Report of June 8, 2021 – Draft

The Mayor and Council Members conducted interviews with Cheri Witt-Brown and Stacey Kjeldgaard for one vacant position on the Water & Sewer Board. The candidates were thanked for their time, and it was noted that an appointment will be made at the June 15th Council Meeting.

7. Quiet Zone Project Update

Lindsay Kuntz, Real Estate Manager, was present and provided an update on the Quiet Zone Project. She shared that this project goal was to establish a quiet zone along the Union Pacific Rail Road line running adjacent to the Highway 85 corridor.

She went on to review the quiet zone steps and milestones.

Council Members expressed appreciation for the work and the quality update on this project by staff and provided consensus for the staff to spend \$3 million toward the effort of establishing this Quiet Zone given that it is worthwhile and progress is clearly being made.

8. We Are One Strategic Priority Update – Engagement

Kelli Johnson, Communication and Engagement Director, provided an update on the We Are One Strategic Priority – Engagement. She reviewed the materials provided in Council's packet and introduced Sean Jimmy, Consultant, who reviewed the survey conducted in an effort to meet program objectives.

Director Johnson shared that staff will continue to dive into the data the survey provided and develop ways to use it to communicate and engage with the community and its diverse residents.

9. Enhanced Sales Tax Incentive Program Overview

Ben Snow, Economic Health and Housing Director, reviewed the reasons the City provides incentives for business and housing development. He went on to share key components of an enhanced sales tax incentive program and next steps.

Council Members reached consensus to move forward with the enhanced sales tax incentive program as outlined.

10. Broadband Incentive Proposal

Director Snow reported on the value and importance of good broadband and pursuing this critical infrastructure. He spoke of the City's Broadband Team and the applicability and eligibility for this program.

Discussion ensued about the wisdom of targeting money toward this program, and it was confirmed that this program will be instrumental in supporting the entire community as it relates to broadband service.

Worksession Report of June 8, 2021 – Draft

Consensus was reached amongst the Council to redirect \$1 million of budgeted funds to execute this program.

11. Scheduling of Meetings, Other Events

No additional meetings or events were scheduled.

12. Consideration of an Executive Session to determine positions, develop strategy, and instruct negotiators regarding collective bargaining with the Greeley Police Union

Council Member Butler moved, seconded by Council Member Clark to move into Executive Session for the purpose of developing strategies, determining positions, and instructing negotiators regarding collective bargaining with the Greeley Police Union as provided under C.R.S. 24-6-4-2(4)(e)(I) and Greeley Municipal Code 2.04.020(5).

The motion carried: 7-0

13. Adjournment

There being no further business to come before the Council, the Work Session was adjourned at 8:08 p.m., and the Council moved into Executive Session, which adjourned at 8:43 p.m.

John Gates, Mayor

Cheryl Aragon, Deputy City Clerk

Council Agenda Summary

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

Title:

Approval of the City Council Proceedings

Summary:

A meeting of the City Council was held virtually utilizing the Zoom Platform.

Decision Options:

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

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

Draft Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
June 15, 2021

1. Call to Order

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

2. Pledge of Allegiance

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

3. Roll Call

Anissa Hollingshead, City Clerk, called the roll.

PRESENT

Mayor John Gates

Council Member Tommy Butler

Council Member Brett Payton

Council Member Dale Hall

Council Member Michael Fitzsimmons

Council Member Ed Clark

Council Member Kristin Zasada

4. Approval of the Agenda

The agenda was approved with a revised agenda summary for item 27.

5. Recognitions and Proclamations

Proclamation for Alzheimer's and Brain Awareness Month – read by Mayor Gates, accepted by Dawn Simmons of the Alzheimer's Association.

Council Member Hall presented the *What's Great About Greeley* report.

Mayor Gates provided a special recognition of George Hall in honor of his 90th birthday, and acknowledging his history of service to the City of Greeley, including his service as mayor and as a council member, and on multiple Charter review committees.

6. Citizen Input

No written comments were received.

Bill Garcia, Greeley resident, shared information about the Greeley Fencing Club, and the challenges the group has had during COVID due to not being able to use space in the Greeley Active Adult Center.

Mike Miskowski, president of the fencing group, also offered comments noting the problem they are still encountering is with the limited hours of the facility, and lack of ability to access the space.

Messina and Mike Corolina spoke as well about the experience of their children in the fencing program. Their son Nick also spoke about his experience with the fencing club.

Bill Gillard, Greeley resident, spoke about his participation as a senior in the fencing program.

Rachael Diebold, Greeley resident, spoke about the concerns she and her husband share about the Council's decision not to increase household occupancy limits at this point, noting they were able to afford to buy a house last year because they are renting out their basement.

7. Reports from Mayor and Council Members

There were no reports from the Mayor or Council Members.

8. Initiatives from Mayor and Council Members

There were no initiatives from the Mayor or Council Members.

Consent Agenda

Council Member Payton moved, seconded by Council Member Butler, to approve the recommended actions on items 9-17.

The motion carried 7-0.

9. Acceptance of the Report of the May 25, 2021 City Council Worksession

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

10. Approval of the June 1, 2021 City Council Proceedings

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

11. Consideration of a resolution of the City Council of the City of Greeley, Colorado, extending the City of Greeley Local Disaster Declaration of March 16, 2020 (updated on April 21, 2020, June 2, 2020, August 11, 2020, November 17, 2020, January 19, 2021) related to the COVID-19 Pandemic

The Council action recommended was to adopt the resolution.

Resolution No. 19, 2021 extending the local disaster declaration until July 20, 2021, was adopted.

12. Consideration of a resolution adopting amendments to City Council's Policies and Protocol

The Council action recommended was to adopt the resolution.

Resolution No. 20, 2021 adopting amendments to the Council's Policies and Protocol was adopted.

13. Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD (Planned Unit Development - Promontory Preliminary PUD) to PUD (Planned Unit Development - Promontory Preliminary PUD, Areas F, L & M, 2nd Amendment) zoning for approximately 99.233 acres, located east of Promontory Parkway, south of 16th Street and north of future 20th Street

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and final reading for July 6, 2021.

14. Introduction and first reading of an ordinance amending portions of the Greeley Municipal Code, Title 22, Chapter 11 (Electrical Code) as it relates to adopting the 2020 edition of the National Electrical Code, one- and two-family dwellings, Type NM cable, central heating equipment, and auxiliary grounding of photovoltaic systems

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and final reading for July 6, 2021.

15. Introduction and first reading of an ordinance authorizing the sale of city-owned property located in Section 22, Township 8 North, Range 65 West Of The 6th P.M., Weld County, Colorado, containing 282.00 acres of land, more or less, commonly referred to as the Hasbrouck Farm and city-owned property located in Section 28, Township 8 North, Range 65 West Of The 6th P.M., Weld County, Colorado, containing 156 acres of land, more or less, commonly referred to as the Varra Farm.

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and final reading for July 6, 2021.

16. Introduction and first reading of an ordinance making supplemental assessments against the lots and lands in Local Improvement District No. 463 to cover the costs of the maintenance of landscaping around the perimeter of Range View Estates (35th Avenue and 20th Street) in the City of Greeley, Colorado

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and final reading for July 20, 2021.

17. Consideration of a change order in the amount of \$395,737.00 to the Brown and Caldwell contract for the Concept Design for the Terry Ranch Water Supply Project, bringing the revised contract amount from \$1,411,009.00 to \$1,806,746.00

The Council action recommended and approved was to approve the change order.

End of Consent Agenda

18. Pulled Consent Agenda Items

None.

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

John Karner, Finance Director, presented as set forth in the PowerPoint in the agenda packet.

In response to questions from Council about the additional funding proposed for use as part of the Oracle implementation project, Director Karner clarified such expenditures are appropriate as part of such a large project that is the first of such initiatives for the organization.

Mayor Gates opened the public hearing at 6:36 p.m.

There being no written comments and no one wishing to be heard, the hearing was closed.

Council Member Fitzsimmons moved, seconded by Council Member Zasada, to adopted the ordinance and publish with reference to title only.
The motion carried 7-0 on a roll call vote.

Ordinance No. 15, 2021, appropriating additional sums for the balance of fiscal year 2021 was adopted.

20. Public hearing and final reading of an ordinance granting a Non-Exclusive Franchise to Allo Greeley, LLC for the Right to Make Reasonable Use of, and Erect, Construct, Operate, and Maintain through the Public Rights-of-Way, Easements, and Other Public Property and Equipment Necessary and Appurtenant to the Operation and Maintenance of a Cable System and the Provision of Cable Services to Citizens within the City

Raymond Lee, Deputy City Manager, introduced and provided background information on this item. Also assisting in the presentation was Brad Moline, resident of Imperial Nebraska, with Allo. Available for questions was Deputy City Attorney Stacey Aurzada.

Mayor Gates opened the public hearing at 6:43 p.m.

There being no written comments and no one wishing to be heard, the public hearing was closed.

Council Member Fitzsimmons moved, seconded by Hall, to adopt the ordinance and publish with reference to title only.
The motion carried 7-0 on a roll call vote.

Ordinance No. 16, 2021, granting a Non-Exclusive Franchise to Allo Greeley, LLC, was adopted.

Mayor Gates took a break in the meeting to recognize and welcome Paul Trombino, the City's new Public Works Director, to the Greeley team.

21. Public hearing to consider a change of zone from PUD (Planned Unit Development - Promontory Preliminary PUD) to PUD (Planned Unit Development - Promontory Preliminary PUD, Areas M & N, 1st Amendment) zoning within Tract B, Promontory Imagine School, Second Filing only for approximately 40.91 acres of property, located north of Highway 34 Bypass, east of Promontory Parkway and south of future 20th Street, known as Promontory PUD, Areas M & N, 1st Amendment, and final reading of an ordinance changing the official zoning map to reflect the same

Brad Mueller, Community Development Director, introduced Planning Manager Mike Garrott who presented as set forth in the PowerPoint in the agenda packet.

In response to questions from the Council about the title including Imagine School, Manager Garrott noted the name carried over from the nomenclature used for naming such projects based on the efforts underway at one time to propose a charter school of that name.

Mayor Gates opened the public hearing at 6:50 p.m.

There being no written comments and no one wishing to be heard, the hearing was closed.

Council Member Clark moved, seconded by Council Member Fitzsimmons, that, based on the application received and the Project Summary and accompanying analysis, the proposed amendment to the Promontory Preliminary PUD, Areas M & N, within Tract B, Promontory Imagine School Second Filing, meets the applicable Development Code criteria, Sections 24-625 (c)(3) a. b. f. g. and h. and Section 24-663 (b) 1 and 2; and, therefore, the rezoning be approved.

The motion carried 7-0 on a roll call vote.

Council Member Clark moved, seconded by Council Member Fitzsimmons, to adopt the ordinance and publish by reference to title only.

The motion carried 7-0 on a roll call vote.

Ordinance No. 17, 2021, changing the official zoning map of the City of Greeley to reflect the change of zone for the subject property was adopted.

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

Brad Mueller, Community Development Director, introduced this item and the overall efforts underway to overhaul and replace the existing development code. Chief Planner Carol Kuhn, project manager for the development code rewrite, presented as set forth in the PowerPoint in the agenda packet. Available for questions as well was consultant Chris Brewster with Gould Evans.

In response to a request from the Council, Planner Kuhn provided a description of the simplification of the three step PUD process included in these changes.

Mayor Gates opened the public hearing at 7:01 p.m.

There being no written comments and no one wishing to be heard, the hearing was closed.

Council Member Fitzsimmons moved, seconded by Council Member Zasada, to direct staff to bring back the ordinance as presented for a second reading on September 21, 2021.

The motion carried 7-0.

23. Public hearing to consider a request for a combined Preliminary/Final PUD (Planned Unit Development) approval for an auto repair use on property located at 2505 46th Avenue, and a final plat and site plan for the Suffolk Subdivision 4th Filing, 1st Amendment

Brad Mueller, Community Development Director, introduced Planner Kira Stoller as the project manager for this item. Planner Stoller presented as set forth in the PowerPoint in the agenda packet.

In response to a question from the Council, Planner Stoller clarified where the access drive for this location will be.

Mayor Gates asked if the applicant wished to present. Elliott Smith was present and indicated he did not have a presentation but was available for any questions from the Council.

Mayor Gates opened the public hearing at 7:10 p.m.

There being no written comments and no one wishing to be heard, the hearing was closed.

Council Member Fitzsimmons moved, seconded by Council Member Hall, that, based on the project summary and accompanying analysis, the proposed combined Preliminary and Final PUD for an auto repair use, located at 2505 46th Avenue, and a final plat and site plan for the Suffolk Subdivision 4th Filing, 1st Amendment, are in compliance with the Development Code and are therefore approved.

The motion carried 6-1 on a roll call vote.

Ayes: Council Members Butler, Payton, Hall, Fitzsimmons, Clark, and Mayor Gates.

Nays: Council Member Zasada.

24. Appointment of applicants to the Commission on Disabilities, Construction Trades Advisory & Appeals Board, Downtown Development Authority, Historic Preservation Commission, Human Relations Commission, Rodarte Community Center Advisory Board, Water & Sewer Board, and Youth Commission

The following appointments were made by the Council by written ballot:

- Commission on Disabilities – Christopher Dalgarn and Carl Erickson
- Construction Trades Advisory & Appeals Board – Brad Shade and directed staff to recruit for additional applicants
- Downtown Development Authority – Justin Ghofrani and Matthew Hott
- Historic Preservation Commission – Jacob Melish and directed staff to recruit for additional applicants
- Human Relations Commission – Krissy Bhanji
- Rodarte Community Center Advisory Board – Darren Dunn
- Water & Sewer Board – Cheri Witt-Brown
- Youth Commission – Nash Bhanji and directed staff to recruit for additional applicants

25. Scheduling of Meetings, Other Events

No other meetings or events were scheduled.

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

Council Member Payton moved, seconded by Council Member Butler, to approve the above authorizations.

The motion carried 7-0.

19. Consideration of an Executive Session to determine positions, develop strategy and instruct negotiators regarding collective bargaining with the Greeley Police Officers Union

Council Member Fitzsimmons moved, seconded by Council Member Zasada, to enter an executive session.

The motion carried 7-0.

20. Adjournment

Mayor Gates adjourned the meeting to executive session at 7:15 p.m. The executive session was called to order at 7:23 p.m., and adjourned at 8:12 p.m.

John Gates, Mayor

Anissa N. Hollingshead, City Clerk

Council Agenda Summary

July 6, 2021

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

Title:

Introduction and first reading of an ordinance establishing Local Improvement District No. 343795 for the construction of regional Ashcroft lift station infrastructure.

Summary:

Water and Sewer is proposing the creation of a Local Improvement District (LID) for construction of a regional wastewater lift station and gravity sewer line to serve existing and future developments. The 2.9 Million Gallons per Day (MGD) full build out capacity lift station will be located adjacent to the southeast corner of existing St. Michaels Subdivision along 65th Ave. Wastewater treatment for the residents in St Michaels Subdivision, which are Greeley W&S customers, are currently provided service by the City of Evans, subject to an Intergovernmental Agreement (IGA). This IGA was amended by ordinance in May of 2021 to address temporary treatment rates and allows for Evans to provide emergency overflow for the proposed Ashcroft lift station.

While Evans has provided treatment in this basin since 2013, they have experienced limited treatment capacity, which has limited development potential within the Ashcroft Draw Basin. In 2018, Evans upgraded their wastewater plant, which significantly increased the monthly sewer rates, for which Greeley has paid the difference. Even with the recent upgrades the existing wastewater plant is experiencing capacity limitations, which will continue to limit development potential in the basin and further increase sewer rates.

The proposed Ashcroft lift station will allow Greeley to provide wastewater treatment to existing and future developments in Greeley within the Ashcroft Draw Basin. W&S will cover all up front cost of the proposed lift station improvements and with approval of the LID will recover all of the cost of the improvements, at time of future property development. W&S will be responsible for the portion of the cost of the lift station associated with developed St Michaels Subdivision that are currently Greeley W&S customers.

The LID establishes two rates, 1) properties only tributary to the downstream proposed gravity sewer, and 2) properties tributary to the proposed lift station, force main, and gravity sewer as depicted in Exhibit A of the Ordinance. The Lift Station service area is approximately 900 acres, while the gravity sewer service area is approximately 1080 acres, with 180 acres of the service area being directly tributary to the gravity sewer main.

The basis of repayment for the LID will be water service tap size and ¾" equivalents. The lift station will have a ¾" equivalent capacity of 5156 and the downstream gravity

sewer has a ¾" equivalent of 7,051. The current budget for the project is \$5.3 million, however the LID rate may be adjusted after completion of the project in 2022 with the second LID ordinance.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	One-time \$5,300,000.00
What is the annual impact?	N/A
What fund of the City will provide Funding?	412 Sewer New Construction
What is the source of revenue within the fund?	Plant Investment Fees, Bonds
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	The Local Improvement District will enable the City to recover the costs of the regional lift station, force main, and gravity sewer from the undeveloped parcels that are benefiting from the sewer infrastructure.

Legal Issues:

Consideration of this matter is a legislative process. The City Attorney's Office drafted the proposed ordinance. A second ordinance must be brought to the City Council upon completion of construction to establish the LID assessments.

Other Issues and Considerations:

Strategic Work Program Item or Applicable Council Priority and Goal:

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

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

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for July 20, 2021.

Attachments:

Proposed Ordinance
Presentation

**CITY OF GREELEY, COLORADO
ORDINANCE ___, 2021**

**AN ORDINANCE ESTABLISHING LOCAL IMPROVEMENT DISTRICT NO. 343795
FOR THE CONSTRUCTION OF SANITARY SEWER INFRASTRUCTURE IN GREELEY, COLORADO;
DETERMINATION OF LOTS AND LANDS TO BE INCLUDED WITHIN LOCAL IMPROVEMENT DISTRICT
343795; SETTING FORTH THE MAXIMUM COSTS OF CONSTRUCTION; AND SETTING FORTH THE
PROPERTY TO BE INCLUDED AND NAMES OF THE APPARENT OWNERS OF PROPERTY TO BE
INCLUDED (ASHCROFT DRAW BASIN SANITARY SEWER INFRASTRUCTURE)**

WHEREAS, the City of Greeley, Colorado ("City") is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX, and Section 7 of Article X of the Colorado Constitution to, *inter alia*, levy assessments against real property within the City for municipal purposes, including, without limitation, for local improvements; and

WHEREAS, the Charter for the City of Greeley, Colorado further empowers the City to establish local improvement districts, for the purpose of, *inter alia*, constructing local improvements and assessing the costs thereof upon the property especially benefitted by such improvements; and

WHEREAS, Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code sets forth the particular authority and procedures by which the City may establish such local improvement districts; and

WHEREAS, the Ashcroft Draw Basin is a geographic area, a portion of which is located generally south of U.S. Highway 34, north of 37th Street, and east of 95th Avenue in southwest Greeley; and

WHEREAS, the City anticipates continued development within the Ashcroft Draw Basin and has accordingly identified the need for additional sanitary sewer infrastructure in this area; and

WHEREAS, the City Council desires, on its own initiative, to establish a local improvement district for the construction of municipal sanitary sewer infrastructure for the benefit of undeveloped properties without sanitary sewer service located within the Ashcroft Draw Basin in Greeley;

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

Section 1. Establishment of Local Improvement District 343795. Pursuant to the authority set forth in Section 18-379(d) of the Greeley Municipal Code, the City Council hereby orders the creation of a local improvement district for the construction of sanitary sewer infrastructure to the benefit of undeveloped properties within the Ashcroft Draw Basin in Greeley, Colorado ("Ashcroft Draw Basin Sanitary Sewer Infrastructure"). The local improvement district shall be assigned number 343795 and contain the lots and lands set forth in Section 7 below. The anticipated location of the Ashcroft Draw Basin Sanitary Sewer Infrastructure, and the currently undeveloped lots and lands to be included within Local Improvement District No. 343795, are shown on the map attached hereto as Exhibit A.

Section 2. Anticipated Infrastructure Capacity. The Lift Station and Force Main aspects of the Ashcroft Draw Basin Sanitary Sewer Infrastructure are anticipated to have a maximum capacity of 5156 three-quarter inch ($\frac{3}{4}$ ") tap equivalents. The Gravity Main aspect of the Ashcroft Draw Basin Sanitary Sewer Infrastructure is anticipated to have a maximum capacity of 7051 three-quarter inch ($\frac{3}{4}$ ") tap equivalents.

Section 3. Estimation and Description of Maximum Costs. The total maximum cost of construction and incidental expenses for the Ashcroft Draw Basin Sanitary Sewer Infrastructure is estimated at this time to be \$5,300,000.00. Incidental expenses may include those expenses associated with design, inspection, engineering, advertising, abstracting, publishing, postage, collections, and other similar expenses attributable to the construction of the Ashcroft Draw Basin Sanitary Sewer Infrastructure and the establishment of Local Improvement District 343795. Of the total estimated maximum cost, \$4,875,000.00 is attributable to the Lift Station and Force Main aspects of the project, and \$425,000.00 is attributable to the Gravity Main. This total estimated maximum cost includes expenses for which the City will be responsible, as described in Section 4.

Section 4. City Portion of Infrastructure Costs. Of the total estimated maximum cost set forth in Section 3, the City will be responsible for the construction and incidental expenses attributable to the 466.34 three-quarter inch ($\frac{3}{4}$ ") tap equivalents existing and associated with developed properties within the City of Greeley that will be served by the Ashcroft Draw Basin Sanitary Sewer Infrastructure.

Section 5. Assessments against Local Improvement District 343795 Properties. The final determination of assessments to be made against the lots and lands included in Local Improvement District 343795 shall be established by an ordinance adopted after completion of the Ashcroft Draw Basin Sanitary Sewer Infrastructure improvements described herein, and such assessments shall be based upon the costs of construction, incidental expenses, and a fair market rate of projected interest to be recommended by the Director of Finance and set forth in the assessment ordinance at the time it is adopted. Interest shall accrue on each assessment from the date of the City's final payment on construction costs until the assessment is paid in full. The portion of the total maximum cost of construction and incidental expenses for the Ashcroft Draw Basin Sanitary Sewer Infrastructure to be assessed against the lots and lands described in Section 7 below, and interest accrued thereon, shall be first allocated between two divisions of undeveloped properties within Local Improvement District 343795 – those properties benefitted by the Lift Station, Force Main, and Gravity Main aspects of the overall project, and those properties benefitted only by the Gravity Main aspect of the project, as is shown on the map attached hereto as Exhibit A. Within such allocations, the costs, expenses, and interest shall then be assessed proportionally in accordance with the water tap size and $\frac{3}{4}$ " tap equivalents against sanitary sewer taps requested on the lots and lands within Local Improvement District 343795. Assessments shall be due from the property owner at the time sanitary sewer plant investment fees are collected, and payable in accordance with the terms set forth in the assessment ordinance.

Water Tap Size	$\frac{3}{4}$ " Tap Equivalents
$\frac{3}{4}$ "	1
1"	1.67
1½"	3.33
2"	5.33
3"	10.67
4"	16.67
6"	33.33
8"	53.33

Section 6. City of Greeley staff shall perform construction of the Ashcroft Draw Basin Sanitary Sewer Infrastructure, or authorize it to be done, within a reasonable time after passage of this ordinance.

Section 7. Lots and Lands to be Included in Local Improvement District 343795; Owners. The lots and lands that shall be included within Local Improvement District 343795, the street addresses (if applicable) and legal descriptions of such lots and lands, and the current record owners of such lots and lands, according to the records of the Weld County Clerk and Recorder's Office, are as follows.

- Owner(s): Edward Rose Development Co., LLC
Mailing Address of Owner(s): 38525 Woodward Avenue
Bloomfield Hills, MI 48304-5011
Address of LID Property: 6070 Hwy 34 Bypass
Greeley, CO 80634
Weld County Parcel No.: 095921100005
Legal Description of LID Property:

PT NE4 21-5-66 EXC BEG AT A PT ON E LINE OF SEC 21 WHICH NE COR BEARS N0D08'E 170' TH N89D55'W 1173.70' S84D22'W 201' N89D55'W 1246.80' S0D18'E 276.90' S16D17'W 65.50' S83D42'W 31.30' N0D18'W 530' S89D55'E 2671.90' S0D08'W 170' TO BEG ALSO EXC ASHTON ESTATES SUB ALSO EXC COMM N4 COR S00D47E 1002.59 N89D23E 30 TO POB N00D47W 432.44 THENCE ALNG CURVE R 44.98 (R=376.50 CH=N02D37E) N15D47E 60.65 N00D47W 18.06 THENCE ALNG CURVE R 53.98 (R=376.5 CH=N22D04E) S07D13W 99.09 S02D08W 234.92 THENCE ALNG CURVE L 100.36 (R=1952 CH=S00D40W) THENCE ALNG CURVE R 21.87 (R=111 CH=S04D51W) THENCE ALNG CURVE L 18.72 (R=95 CH=S04D51W) S00D47E 129.83 S89D23W 8.5 TO POB ALSO EXC COMM N4 COR S00D47E 530 N89D12E 31.30 N15D47E 65.50 N00D47W 148.86 TO POB N00D47W 128.04 N89D34E 28.70 THENCE ALNG CURVE L 30.62 (R=69 CH=S12D01W) S00D47E 69.55 THENCE ALNG CURVE L 35.91 (R=436.5 CH=S36D48W) TO POB

2. Owner(s): Spirit Hospitality, LLC
Mailing Address of Owner(s): 4836 S. College Avenue
Fort Collins, CO 80525
Address of LID Property: N/A
Weld County Parcel No.: 095921281001
Legal Description of LID Property:

LOT 1 VILLAGE AT ST MICHAELS 3RD RPLT

3. Owner(s): Lotts, LLC
Mailing Address of Owner(s): c/o Boomerang Self Storage, LLC
7025 W. 8th Street
Greeley, CO 80634-1214
Address of LID Property: 6714 W. 31st Street Road
Greeley, CO 80634
Weld County Parcel No.: 095921282001
Legal Description of LID Property:

Lot 9A ST MICHAELS 4TH MINOR

4. Owner(s): Park Place Homes, LLC
Mailing Address of Owner(s): c/o Boomerang Self Storage, LLC
7025 W. 8th Street
Greeley, CO 80634-1214
Address of LID Property: 3105 67th Avenue Place
Greeley, CO 80634
Weld County Parcel No.: 095921232005
Legal Description of LID Property:

GR STM L5 BLK32 ST MICHAELS

5. Owner(s): Greeley Commons Investments, LLC
Mailing Address of Owner(s): 5189 Copper Blush Court
Castle Rock, CO 80108-8063
Address of LID Property: N/A
Weld County Parcel No.: 095920000018
Legal Description of LID Property:

GR 17606-B PT NE4 & SE4 20 5 66 (HURST ANNEXATION) BEG NE COR NE4 S0D58'E 1274.46' TO TRUE POB TH CONT S ALG E LN SEC S0D58'E 1378.53' TO E4 COR SEC & AGAIN S0D59'E 1054' TH N62D02'W 873' N43D01'W 875' TH ACROSS ASHCROFT DRAW N40D30'E 35.21' TH N36D44'W 151.07' N45D26'W 235.41' N56D21'W 687.89' N18D52'W 180.13' N49D23'E 225.72' S44D29'E 236.53' N51D43'E 96.55' N32D39'E 372.53' S85D15'W 404.26' N56D59'W 46.95' TO N BANK GREELEY-LOVELAND IRRIGATION DITCH TH ALG SD N BANK N68D16'E 193.42' N83D37'E 230.14' N59D55'E 575.32' N86D02'E 508.51' S62D29'E 422.11' S77D46'E 238.34' TO POB AKA PARCEL B AMD SUB EXEMPT SE-162 (3.98R3D)

6. Owner(s): Greeley Commons Investments, LLC

Mailing Address of Owner(s): 5189 Copper Blush Court
 Castle Rock, CO 80108-8063
 Address of LID Property: N/A
 Weld County Parcel No.: 095920000012
 Legal Description of LID Property:

GR 17608 PT NE4 20 5 66 (BASTDOFBA ANNEX) COMM NE COR THENCE S0D58'E 2652.99' TO SE COR NE4 S0D59'E 1054' N62D03'W 873' N43D01'W 875' TO TRUE POB THENCE S89D47'W 1274.97' N01D18'W 1169.01' N88DE 449.08' N75D58'E 150.88' S56D59'E 61.11' N85D15'E 404.26' S32D39'W 372.53' S51D43'W 96.55' N44D29'W 236.53' S49D23'W 225.72' S18D52'E 180.13' S56D21'E 687.89' S45D26'E 235.41' S36D44'E 151.07' S40D30'W 35.21' TO TRUE POB AKA LOT A AMD SUB EXEMPT SE-162 (1D)

7. Owner(s): Gary W. Wiedeman
 Mailing Address of Owner(s): 5880 49th Street
 Greeley, CO 80634-9643
 Address of LID Property: N/A
 Weld County Parcel No.: 095920400069
 Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 1ST ANNEX) BEG E4 COR S01D21'E 1120.66' TO TRUE POB S01D21'E 107.03' S88D38'W 20' N01D21'W 184.88' S62D45'E 22.78' S01D21'E 66.94' TRUE POB

8. Owner(s): Gary W. Wiedeman
 Mailing Address of Owner(s): 5880 49th Street
 Greeley, CO 80634-9643
 Address of LID Property: N/A
 Weld County Parcel No.: 095920400070
 Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 2ND ANNEX) BEG E4 COR S01D21'E 1227.69' TO TRUE POB S88D38'W 20' N01D21'W 184.88' N62D45'W 45.56' S01D21'E 226.68' N88D38'E 20' S01D21'E 336.05' N88D38'E 20' N01D21'W 336.05' N88D38'E 20' N01D21'W 20' TRUE POB

9. Owner(s): Gary W. Wiedeman
 Mailing Address of Owner(s): 5880 49th Street
 Greeley, CO 80634-9643
 Address of LID Property: N/A
 Weld County Parcel No.: 095920400071
 Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 3RD ANNEX) BEG E4 COR S01D21'E 1247.69' TO TRUE POB S01D21'E 1078.16' S88D38'W 20' N01D21'W 722.11' S88D38'W 20' S01D21'E 722.11' S88D38'W 20' N01D21'W 1078.16' N88D38'E 20' S01D21'E 336.05' N88D38'E 20' N01D21'W 336.05' N88D38'E 20' TRUE POB

10. Owner(s): Gary W. Wiedeman

Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: N/A
Weld County Parcel No.: 095920400072
Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 4TH ANNEX) BEG E4 COR S01D21'E 2325.85' TO TRUE POB
S01D21'E 297.19' S89D36'W 812.69' N1973.87' S62D45'E 804.09' S01D21'E 1304.84'
N88D38'E 20' N01D21'W 772.11' N88D38'E 20' S01D21'E 722.11' N88D38'E 20' TRUE POB

11. Owner(s): Gary W. Wiedeman
Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: 7727 County Road 27
Greeley, CO 80634
Weld County Parcel No.: 095920400073
Legal Description of LID Property:

GR PT S2 20-5-66 (WIEDEMAN 5TH ANNEX) BEG E4 COR S01D21'E 2623.04' S89D36'W
812.69' TO TRUE POB S89D36'W 1798.35' S89D11'W 1440.74' N29D44'E 730.86' N23D40'E
95.64' S86D25'E 308.53' N29D19'E 306.47' S79D36'E 36.40' S73D0'E 146.25' N86D34'E 71.57'
N54D52'E 111.32' N43D02'E 71.79' N36D06'E 288.57' N30D25'E 81.42' N22D57'E 44.85'
N15D40'E 35' N0D46'E 705.36' N09D04'W 76.82' N18D44'W 314.19' N14D14'W 134.48'
N89D18'E 1292.17' S43D12'E 875' S1973.87' TRUE POB

12. Owner(s): Lundvall, LLC
Mailing Address of Owner(s): 2015 Clubhouse Drive, Suite 101
Greeley, CO 80634-3644
Address of LID Property: N/A
Weld County Parcel No.: 095920000064
Legal Description of LID Property:

17607-A PT S2 20 5 66 LYING NLY & WLY OF C/L OF LOVELAND & GREELEY CANAL ALSO
BEG AT SW COR SEC N65D19'E 1795.15' TO WLY LN OF LOVELAND & GREELEY CANAL
& TRUE POB N29D46'E 210.36' N42D21'E 131.83' N71D05'E 79.38' S80D26'E 251.07'
S30D08'W 336.1' N85D36'W 348.24' TO BEG (2.69R 5D)

13. Owner(s): Suncor Energy (USA) Pipeline Company
Mailing Address of Owner(s): c/o Right of Way/Claims
717 17th Street, Floor 29
Denver, CO 80202-3330
Address of LID Property: N/A
Weld County Parcel No.: 095919000008
Legal Description of LID Property:

17605-B PT SE4 19 5 66 BEG N0D29'E 30 & N88D47'W 30' OF SE COR SE4 N88D47'W 295.17'
N45D51'E 414.78 S0D29'W 295.29' TO POB (1A M/L) EXC UPRR RES

14. Owner(s): Cynthia Dean Chismar 2012 Irrevocable Trust; Dylan Alexander Chismar 2012 Irrevocable Trust; Alexis Carol Chismar 2012 Irrevocable Trust
Mailing Address of Owner(s): 3051 Taliesin Way
Fort Collins, CO 80524-9383
Address of LID Property: N/A
Weld County Parcel No.: 095919000049
Legal Description of LID Property:

GR 17605-E S2 19 5 66 (LUNDVALL ANNEXATION) EXC E265' W2SW4 ALSO EXC BEG N0D29'E 30' & N88D47'W 30' OF SE COR SE4 N88D47'W 295.17' N45D51'E 414.78' S0D29'W 295.29' TO POB (8R)
15. Owner(s): Public Service Company of Colorado
Mailing Address of Owner(s): Tax Service Department
P.O. Box 1979
Denver, CO 80201-1979
Address of LID Property: N/A
Weld County Parcel No.: 095919000007
Legal Description of LID Property:

17605D E265' W2 19 5 66 EXC UPRR RES
16. Owner(s): Public Service Company of Colorado
Mailing Address of Owner(s): Tax Service Department
P.O. Box 1979
Denver, CO 80201-1979
Address of LID Property: N/A
Weld County Parcel No.: 095919000014
Legal Description of LID Property:

17605C S75' OF NE4 19 5 66 EXC UPRR RES
17. Owner(s): Dale L. Boehner
Mailing Address of Owner(s): 3207 83rd Avenue
Greeley, CO 80634-9041
Address of LID Property: 3207 County Road 27
Greeley, Colorado 80634
Weld County Parcel No.: 095919000068
Legal Description of LID Property:

GR PT NE4 19-5-66 (LUNDVALL ANNEX) LOT A REC EXEMPT RE-1540 EXC UPRR RES (.25R)
18. Owner(s): Lundvall, LLC
Mailing Address of Owner(s): 2015 Clubhouse Drive, Suite 101
Greeley, CO 80634-3644
Address of LID Property: N/A
Weld County Parcel No.: 095919000069

Legal Description of LID Property:

GR PT NE4 19-5-66 (LUNDVALL ANNEX) LOT B REC EXEMPT RE-1540 EXC UPRR RES (1.14R)

19. Owner(s): Nicholas J. Noce and Julianne Noce
 Mailing Address of Owner(s): 2815 83rd Avenue
 Greeley, CO 80634-9009
 Address of LID Property: 2815 83rd Avenue
 Greeley, CO 80634-9009
 Weld County Parcel No.: 095919000066
 Legal Description of LID Property:

GR PT NE4 19-5-66 LOT A (WEST RIDGE AREA ANNEX) REC EXEMPT RE-867 EXC UPRR RES (.38R)

20. Owner(s): Loren L. Johnson and Dorothy A. Johnson
 Mailing Address of Owner(s): 8200 W. 28th Street
 Greeley, CO 80634-9679
 Address of LID Property: N/A
 Weld County Parcel No.: 095920000067
 Legal Description of LID Property:

GR PT W2NW4 20-5-66 (WEST RIDGE AREA ANNEX) PT LOT A AMENDED REC EXEMPT AM-RE-800 DESC AS BEG NW4 COR THN N89D47'E 319.60' S300' S89D47'W 317.42' N0D11'E 299.99' TO POB (.41R)

21. Owner(s): Loren L. Johnson and Dorothy A. Johnson
 Mailing Address of Owner(s): 8200 W. 28th Street
 Greeley, CO 80634-9679
 Address of LID Property: 8200 W. 28th Street
 Greeley, CO 80634-9679
 Weld County Parcel No.: 095920000065
 Legal Description of LID Property:

GR PT W2NW4 20-5-66 PT LOT A (WEST RIDGE AREA ANNEX) AMENDED REC EXEMPT AM-RE-800 DESC AS BEG NW COR SEC THN N89D47'E 319.60' TO TRUE POB THN CONT N89D47'E 293.33' S0D13'W 300' S89D47'W 293.33' N300' TO TRUE POB AKA LOT A RE-800 (.2R)

22. Owner(s): Herbies Homes
 Mailing Address of Owner(s): 2563 W. 28th Street
 Greeley, CO 80634-8043
 Address of LID Property: N/A
 Weld County Parcel No.: 095920000068
 Legal Description of LID Property:

GR PT W2NW4 20-5-66 (BASTDOFBA ANNEX) PT LOT B AMENDED REC EXEMPT AM-RE-800 DESC AS LOT B EXC BEG NW4 COR S30°N89°46'W 30' TO TRUE POB CONT N89°46'E 291 M/L THN S270° S89°46'W 291' M/L N270° TO TRUE POB (2.41R)

23. Owner(s): Jerald L. Stugart and Joanne M. Stugart
 Mailing Address of Owner(s): 7700 W. 28th Street
 Greeley, CO 80634-9678
 Address of LID Property: 7700 W. 28th Street
 Greeley, CO 80634-9678
 Weld County Parcel No.: 095920000061
 Legal Description of LID Property:

GR 17609 E2NW4 20 5 66 (BASTDOFBA ANNEX) (2D 1R)

24. Owner(s): David C. Funderburk and
 Rebecca A. Funderburk
 Mailing Address of Owner(s): 7520 W. 28th Street
 Greeley, CO 80634-9678
 Address of LID Property: 7520 W. 28th Street
 Greeley, CO 80634-9678
 Weld County Parcel No.: 095920000037
 Legal Description of LID Property:

GR 17606-A PT NW4NE4 20 5 66 (BASTDOFBA ANNEX) BEG AT PT 30'S OF N4 COR N89D47'E 1295' S55D25'W 350' S35D58'W 273.18' S89D47'W 844.65' TO PT ON W LINE NW4NE4 N1D17'W 423.60' (10.41A M/L) (.25R)

25. Owner(s): David C. Funderburk and
 Rebecca A. Funderburk
 Mailing Address of Owner(s): 7520 W. 28th Street
 Greeley, CO 80634-9678
 Address of LID Property: N/A
 Weld County Parcel No.: 095920000058
 Legal Description of LID Property:

GR PT NE4 20-5-66 (BASTDOFBA ANNEX) LOT A REC EXEMPT RE-376

26. Owner(s): Linnea S. Dollard and Robert G. Dollard
 Mailing Address of Owner(s): 7440 W. 28th Street
 Greeley, CO 80634-9652
 Address of LID Property: 7440 W. 28th Street
 Greeley, CO 80634-9652
 Weld County Parcel No.: 095920000052
 Legal Description of LID Property:

GR 17606-C PT NE4 20 5 66 (BASTDOFBA ANNEX) BEG S01D18'E 1119.98' FROM NW COR OF NE4 THENCE S01D18'E 364.24' N88D0'E 449.08' N75D58'E 150.88' N08D26'E 317.88' S89D47'W 650.11' TO BEG (5A M/L)

27. Owner(s): Greeley Commons Investments, LLC
Mailing Address of Owner(s): 5189 Copper Blush Court
Castle Rock, CO 80108-8063
Address of LID Property: 7220 W. 28th Street
Greeley, CO 80634
Weld County Parcel No.: 095920100003
Legal Description of LID Property:
- PT NE4 20 5 66 COMM NE COR S00D58E 197.56 N90D00W 1074.06 TO POB THENCE
ALNG CURVE R 241.24 (R=1146 CH=N77D24W) N73D58W 147.90 S55D24W 225.60
S33D58W 273.18 S28D58W 136.89 N90D00E 677.82 N79D07E 106.37 N00D00E 360.87 TO
POB
28. Owner(s): Greeley Commons Investments, LLC
Mailing Address of Owner(s): 5189 Copper Blush Court
Castle Rock, CO 80108-8063
Address of LID Property: N/A
Weld County Parcel No.: 095920100004
Legal Description of LID Property:
- PT NE4 20-5-66 (HURST ANNEXATION) BEG NE COR SEC S0D58'E 250' TPOB S0D58'E
1024.46' TO POINT ON N BANK GREELEY-LOVELAND IRRIGATION DITCH N77D46'W
238.34' N62D29'W 422.11' S86D02'W 508.51' S59D55'W 575.32' S83D37'W 230.14'
S68D16'W 193.42' N56D59'W 14.16' N08D26'E 797.61' N28D58'E 221.62' N33D58'E 273.18'
N55D24'E 25.60' S73D58'E 147.90' CURVE TO LEFT (R=1146' CHORD S79D51'E) N89D51'E
390.80' S85D28'E 588.10' TPOB EXC COMM NE COR S00D58E 197.56 N90D00W 1074.06
TO POB THENCE ALNG CURVE R 241.24 (R=1146 CH=N77D24W) N73D58W 147.90
S55D24W 225.60 S33D58W 273.18 S28D58W 136.89 N90D00E 677.82 N79D07E 106.37
N00D00E 360.87 TO POB
29. Owner(s): St. Michael's Commercial Enterprises, LLC
Mailing Address of Owner(s): c/o CMCL, Inc.
P.O. Box 1734
Eagle, CO 81631-1734
Address of LID Property: N/A
Weld County Parcel No.: 095921253001
Legal Description of LID Property:

GR STM1R TRACT 1 ST MICHAELS 1ST RPLT

Section 8. Assessments shall be collected only against properties requesting sanitary sewer taps that connect directly to, or upstream of, the Ashcroft Basin Sanitary Sewer Infrastructure associated with Local Improvement District 343795, and only against the properties described in Section 7 above.

Section 9. Properties within the boundaries of Local Improvement District No. 343795 remain subject to all requirements of the Greeley Municipal Code regarding City sanitary sewer

service, including, without limitation, the requirement to construct additional sanitary sewer line extensions, if necessary, to facilitate connection to the Ashcroft Basin Sanitary Sewer Infrastructure, and the requirement to pay sanitary sewer plant investment fees.

Section 10. This ordinance shall take effect on the fifth (5th) day following its final publication, as set forth in Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

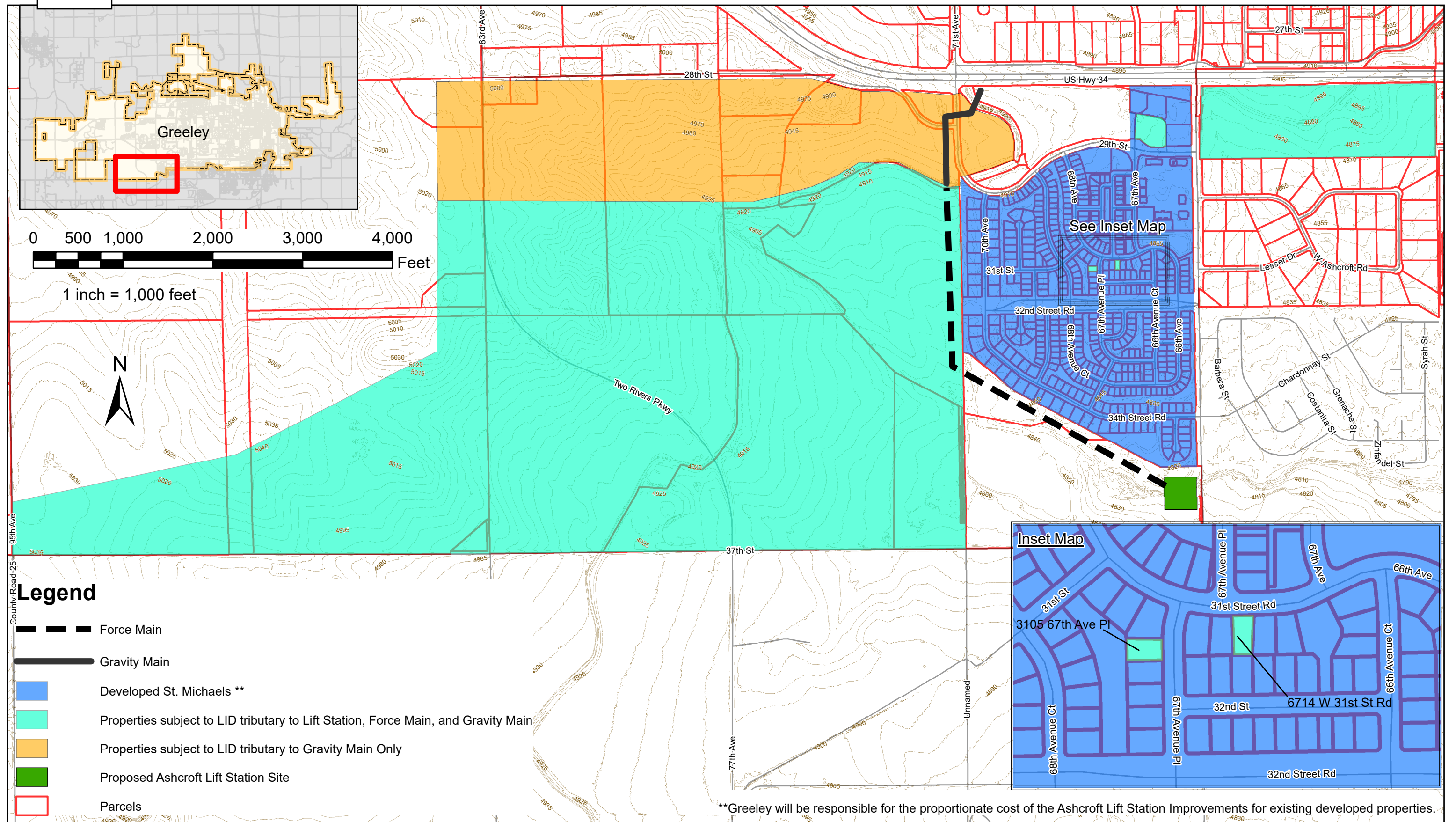


Exhibit A - Local Improvement District 343795 - Ashcroft Draw Basin



Coordinate System: NAD 1983 HARN StatePlane Colorado North FIPS 0501 Feet
Units: Foot US

Date: 4
Reference Scale: Page 37

Ashcroft Draw Lift Station Local Improvement District (LID)

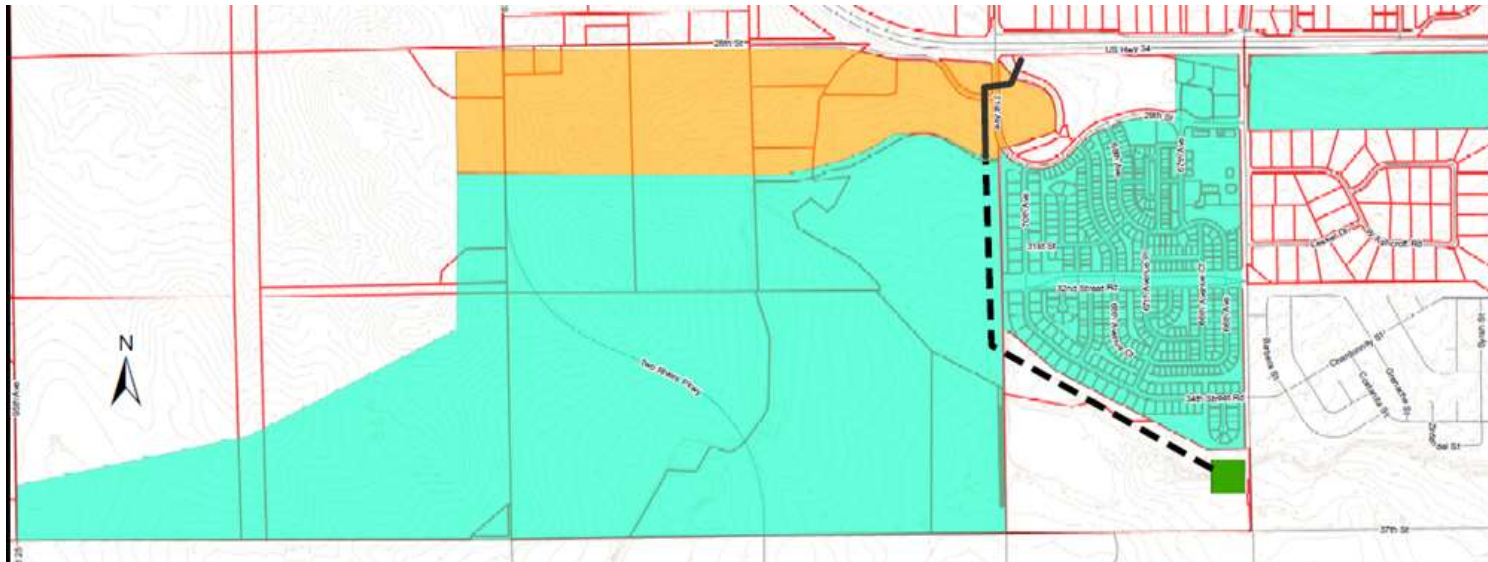
City Council

July 6, 2021 6:00 PM



Ashcroft Sewer Basin Challenges

- Currently Evans provides Wastewater Treatment to Greeley Resident's in St Michaels, via Intergovernmental Agreement (IGA)
 - Development in Greeley is contingent on Evans Treatment Plant Capacity and Approval
 - Historically development has been limited by Evans Treatment Capacity
 - Greeley W&S pays the difference between Greeley and Evans monthly rates
 - Evans \$43/month vs Greeley \$23/month

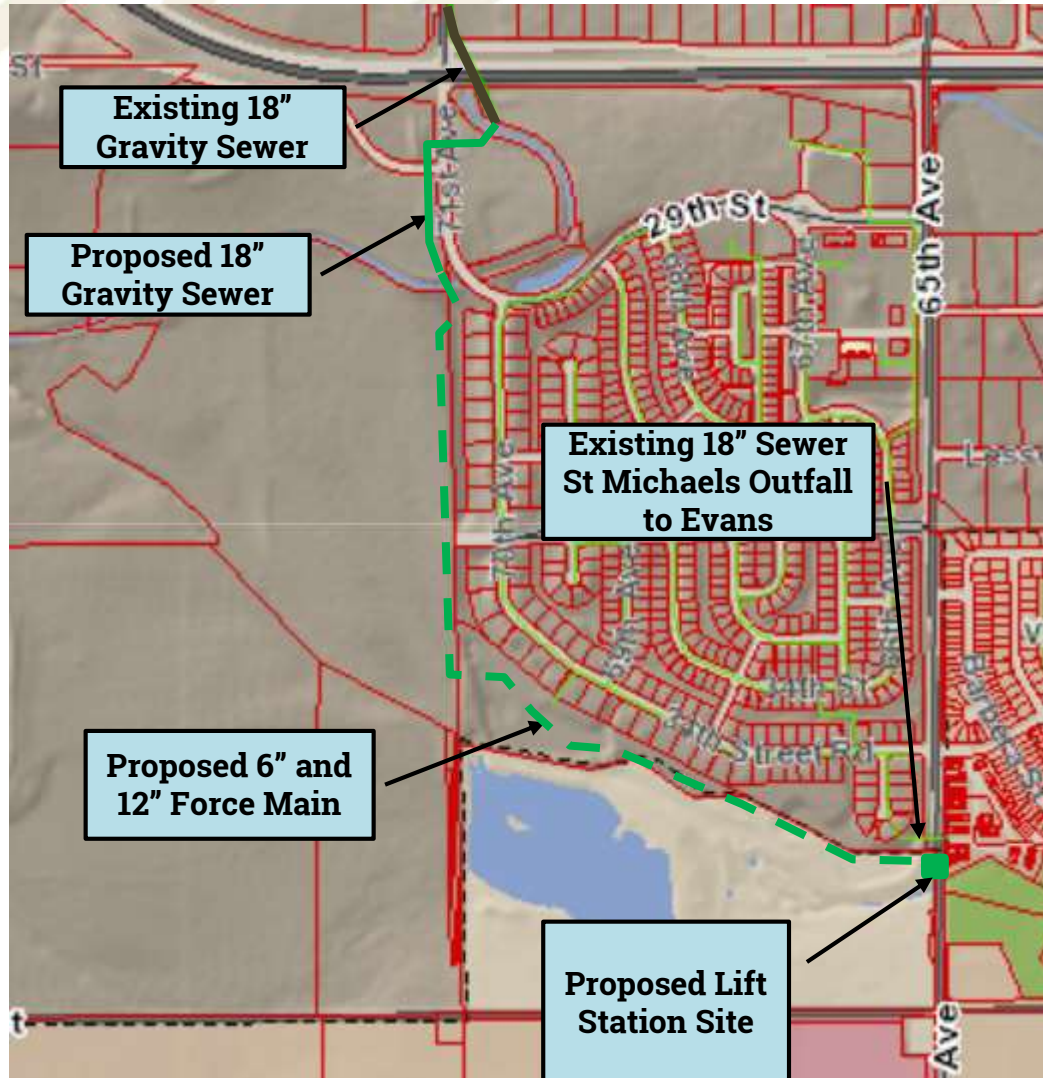


Ashcroft Lift Station Project Goals

- Address Wastewater flows from Existing Greeley Customers
- Insure Reliable Wastewater Delivery and Treatment to Existing and Future Greeley Customers
- Improve Development Potential for properties within the basin
- Minimize Impacts of Existing Developed Properties with proposed lift station
- Reimburse Cost to W&S through Local Improvement District (LID)
- Fair cost of service for all future and existing development



Ashcroft Lift Station Improvements



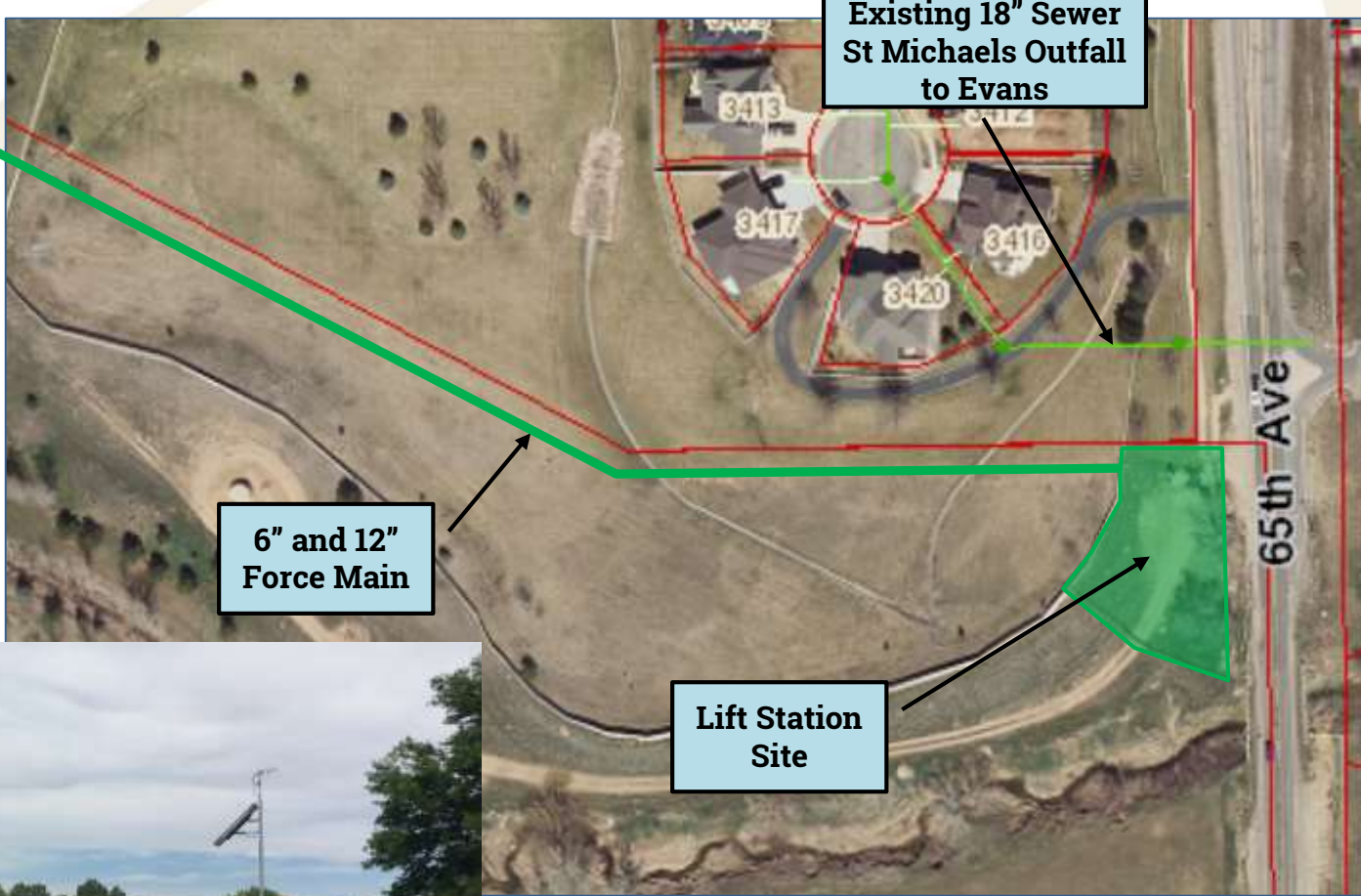
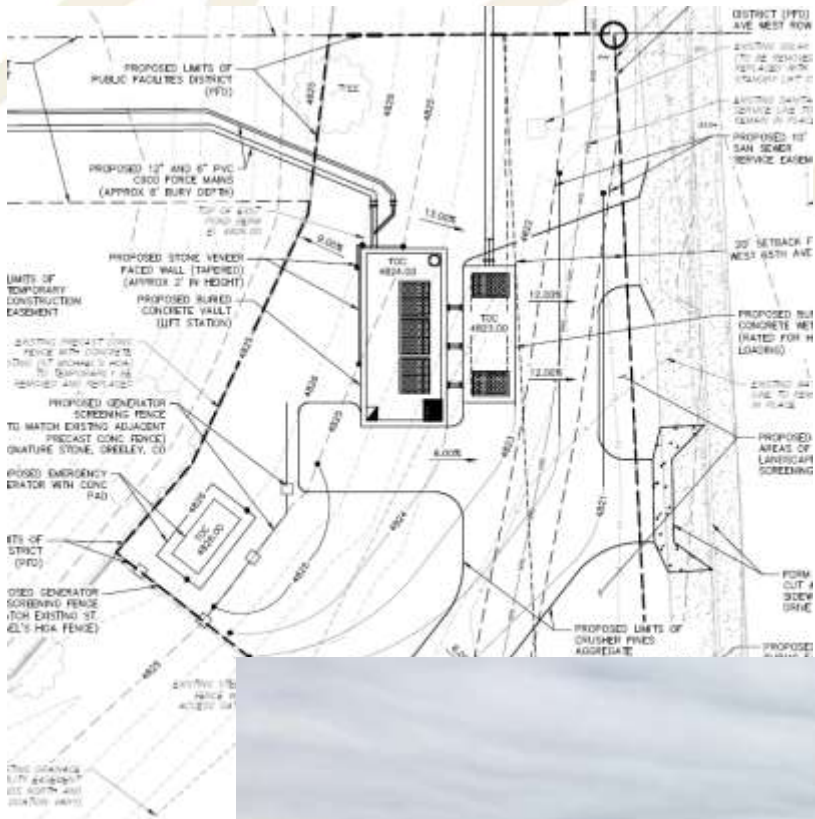
Lift Station Project

- Serves 900 acres
- Build Out Capacity 2.9 MGD (sized by on Greeley Comprehensive Plan)
- Emergency Gravity Overflow to Evans (Evans IGA Amendment)

Ashcroft Lift Station Project Schedule

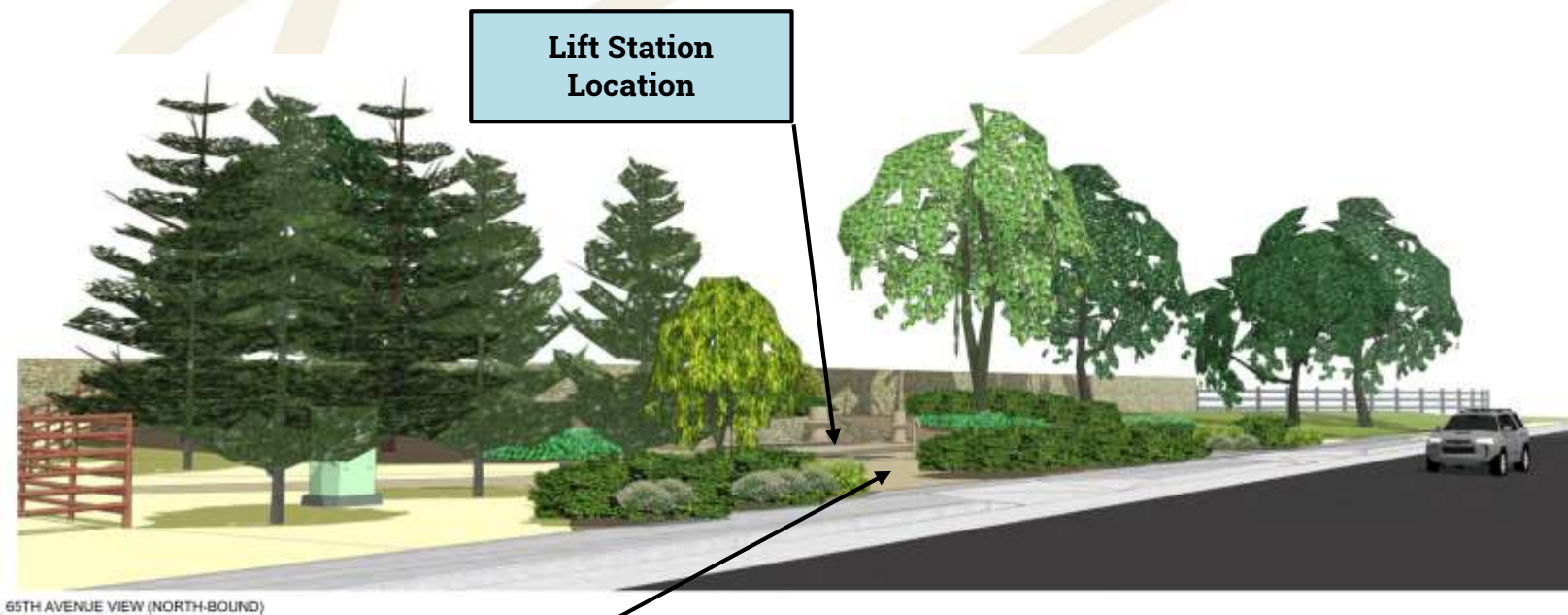
- 90% Construction Drawings - April 28, 2021
- Contractor Guaranteed Maximum Price - June 2021
- Local Improvement District (LID) Ordinance - July 2021
- Construction anticipated start between July-November (dependent on land acquisition)
- 7 month construction duration

Lift Station Site



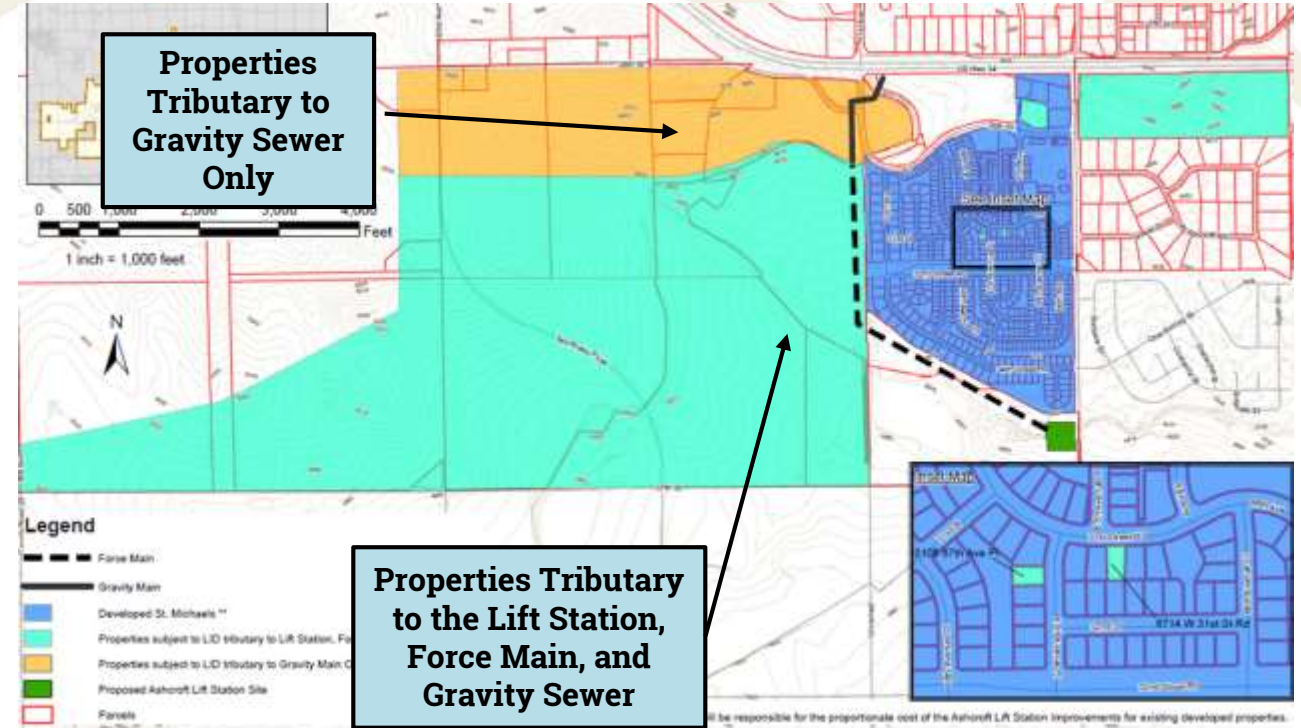
Item No. 11.

Concept Landscape Plan - Lift Station Site



Local Improvement District Structure

- Two rates established with Local Improvement District (LID)
 - 1) Properties Tributary to Lift Station, Force Main, and Gravity Sewer Main
 - 2) Properties only Tributary to Gravity Sewer Main (Not subject to Lift Station Cost)
- Water and Sewer will front all project costs
- LID fee due at Building Permit
- Interest Rate assessed to LID established based on bond rates (2-3 percent)



- Lift Station and Force Main Service Area (900 Acres)
- Gravity Main Service Area (180 Acres) + Lift Station (900 Acres)
- Services Boundaries based on Topography

Local Improvement District Structure

- LID Rates based on water tap size and $\frac{3}{4}$ " equivalents
 - Lift Station Capacity 5,156 - $\frac{3}{4}$ " equivalents
 - Gravity Sewer Service Area Total Capacity 7,051 - $\frac{3}{4}$ " equivalents
 - Includes 5,156 - $\frac{3}{4}$ " for Lift Station
 - Gravity Sewer Service area 1,895 - $\frac{3}{4}$ " equivalents

Water Service Size	$\frac{3}{4}$ " Equivalent
$\frac{3}{4}$ "	1.00
1"	1.67
1 $\frac{1}{2}$ "	3.33
2"	5.33
3"	10.67
4"	16.67
6"	33.33
8"	53.33

Local Improvement District Cost

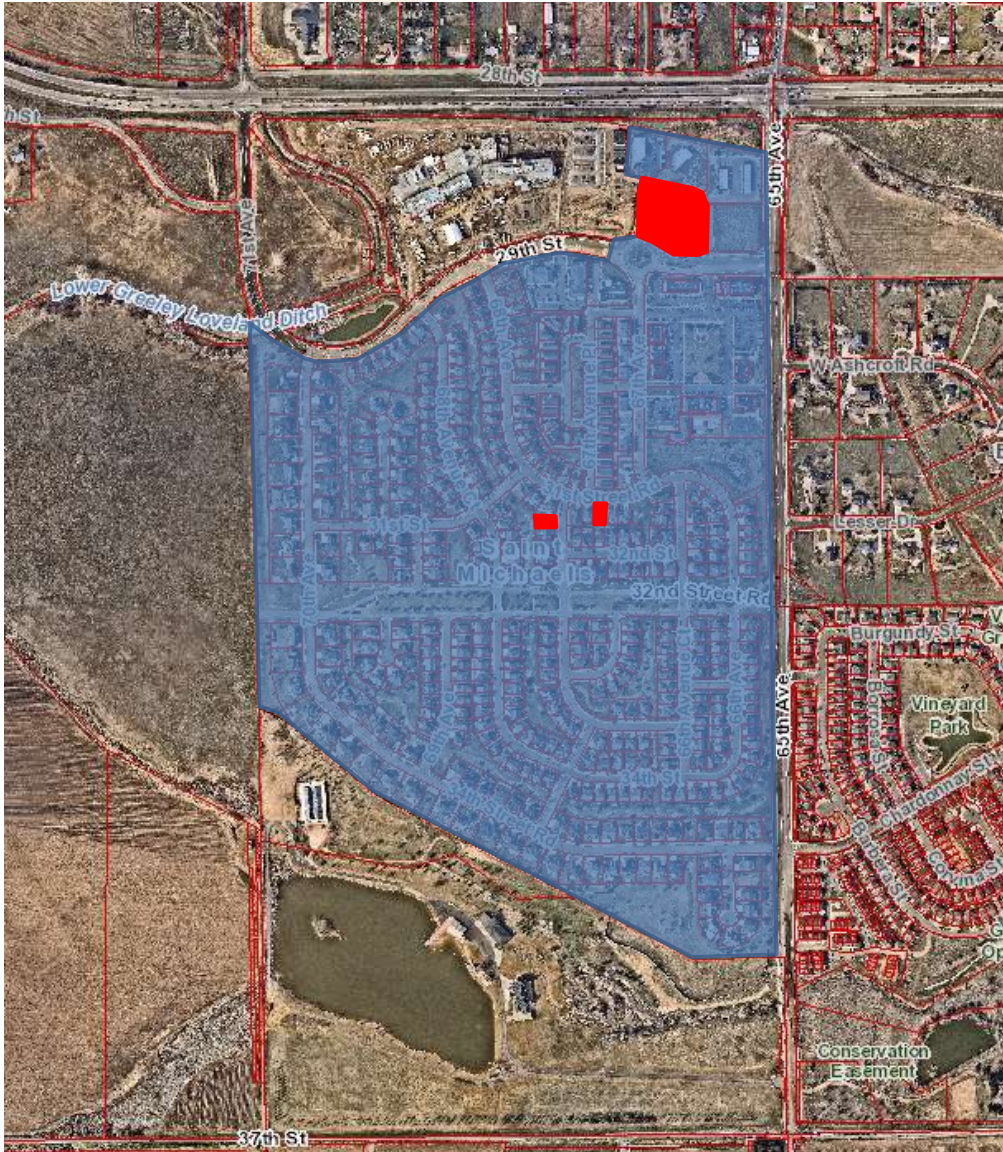
- Project Total Cost \$5.3 Million
- LID FEE CALCULATIONS
 - Assume Lift Station \$4,875,000.00
 - Assume Gravity Sewer \$425,00.00

	Gravity Sewer	Lift Station and FM Only
Total 3/4" Equiv	7051	5156
Estimated Cost	\$425,000	\$4,875,000
Cost per 3/4" Equiv	\$60.28	\$945.50

Water Service Size	3/4" Equivalent	Gravity Sewer Cost	Lift Station and FM+ Gravity Sewer Cost
3/4"	1.00	\$60.28	\$1,005.78
1"	1.67	\$100.46	\$1,676.29
1-1/2"	3.33	\$200.92	\$3,352.59
2"	5.33	\$321.47	\$5,364.14
3"	10.67	\$643.14	\$10,731.62
4"	16.67	\$1,004.79	\$16,766.28
6"	33.33	\$2,008.97	\$33,522.50
8"	53.33	\$3,214.47	\$53,638.01

- Based on 90% GMP Contractor Pricing

Local Improvement District Costs (cont)



- City Responsible for cost for St. Michaels Subdivision properties where Development Fees have been paid
- 428 existing water services at 466.34 - $\frac{3}{4}$ " Equivalents
- City cost \$440,924.47
- LID Fees due for undeveloped properties
 - Lot 1, Village at St Michaels 3rd Replat
 - 6714 W 31st St Rd
 - 3105 67th Ave Pl

Local Improvement District Schedule

The Local Improvement District (LID) includes two ordinances going to City Council for approval

- 1st Ordinance creates the boundary, list properties, and maximum total cost.
 - Residents listed will receive a mailed public hearing notice for July 20th hearing
- 2nd Ordinance defines the actual cost of the project and cost per tap
 - 2nd Ordinance goes to council upon completion of the project

Recommended City Council Action

- **Establishing Ordinance for Local Improvement
District #343795 for the Ashcroft Regional Lift Station**

Ashcroft Draw Lift Station Local Improvement District

Questions?

Council Agenda Summary

July 6, 2021

Brad Mueller, Community Development Director, 970-350-9786

Carol Kuhn, Chief Planner, 970-350-9276

Mike Garrott, Planning Manager, 970-350-9784

Title:

Introduction and first reading of an ordinance amending Title 24 of the Greeley Municipal Code relating to the Development Code by deleting the current Title in its entirety and adding a new Chapter 7 relating to Access and Parking, a new Chapter 8 relating to Landscape Standards, a new Chapter 9 relating to Sign Standards, a new Chapter 10 relating to Special Districts and Areas, a new Chapter 11 relating to Supplemental Standards, and a new Chapter 12 Reserved for Metropolitan Districts.

Summary:

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

As discussed, the purposes for an update to the entire Development Code are, briefly, to better organize it for better use by developers and citizens, and secondly to implement key policies already adopted by Council, particularly regarding housing.

Council held a public hearing on the first of three sections of the overall code on June 15, and staff is now bringing the second section for consideration. (The third section with all remaining chapters will be brought in August.) The 2nd Reading in September, then, is intended to formally bring the three portions together, but without re-opening the public hearings or soliciting additional public comment.

These five additional chapters are part of the overall code update project. These Chapters include updates related to access, parking, landscaping, signs, special districts and areas, and supplemental standards for specific processes such as wireless facilities and marijuana uses.

It is important to note that most of the code language represents existing regulations. This is particularly true of most of these topical chapters, and there is no attempt to substantively alter regulations regarding, for example, landscaping, oil/gas, signs or wireless regulations, all of which have been reviewed or updated in the recent past. Any substantive changes are discussed in the attached "Section Maps," which explain the purpose for re-organizing the chapters in the manner proposed, as well as the rationale for simplifying, conforming to existing law, or implementing policies found in

the Comprehensive Plan and other city documents. Staff will also briefly highlight these as part of the presentation to Council.

On May 25, 2021, Staff conducted a worksession with the Planning Commission regarding the proposed revisions for Chapters 7-12 and presented Planning Commission with draft code language for Chapters 7-9 during the worksession.

At a public hearing on June 8, 2021, Planning Commission unanimously recommended that Council adopt Chapters 7-12.

A summary of each Chapter and key elements follows:

Chapter 7– Access & Parking

This chapter provides parking standards, along with related standards for access, pedestrian, vehicle, and bicycle circulation. The changes in this section are designed to coordinate with proposed changes in other chapters: street design standards, frontage design standards, and landscape standards (Chapter 8). Improvements are aimed at “right-sizing” parking requirements, based on context while allowing for increased flexibility.

- Required Parking, Maximum Parking. Incorporating the current parking maximums, but requiring a range of mitigating options for any parking request that substantially exceeds the required minimum parking.
- Required Parking & Parking Reductions. Incorporating existing flexibility for parking, but adding specific criteria and parameters for certain situations – specifically new emphasis on on-street parking, bicycle parking (adding a requirement for bicycle parking and setting parameters for parking reductions), and shared parking (with a default shared parking schedule).
- Parking Design. Coordinating with the recent landscape code updates (which included most of the parking lot design standards), but adjusting the size and placement of landscape areas based on the location (front, side, or rear) of the parking lot, and on the size of the parking lot.
- Alternate Access & Parking Plan. Allowing increased flexibility for parking standards based on a plan for the specific context and uses involved. These plans allow different thresholds of deviations from the standards for staff review and Planning Commission review.

Chapter 7 includes the following sections:

Chapter 7 -- Access & Parking

24-701	Intent & Applicability
24-702	Access & Circulation
24-703	Required Parking
24-704	Parking Design
24-705	Loading Areas
24-706	Recreational & Oversized Vehicles
24-707	Alternative Access & Parking Plan

Chapter 8 – Landscape Standards

This chapter incorporates the recent landscape code updates. It includes changes to the organization, language, and format to better match the new development code structure and format. Proposed changes are intended to simplify the language or

administration of the standards, but do not change recently adopted provisions. The minor revisions include:

- The parking lot tree requirement remains 1 tree per 5 spaces, but the allocation of those trees has been simplified to allow design flexibility. It maintains at least 1 tree per 35 feet of parking lot perimeter, and converts the internal rate to 1 per island and a minimum of 1 per 300 s.f. of islands. These are similar to the current code but simplified so that beyond these minimum parameters, the required trees may be allocated in any manner that best serves the site.
- The perimeter treatment and buffer yard standards have been combined. These are similar concepts and the 8 different perimeter and buffer standards had some overlap. Consolidating these provided the opportunity to simplify the standards, but also draw greater distinctions among the landscape and screening standards. Each perimeter type roughly reflects the current perimeter or buffer yard requirements; however, the Type IV plant requirements were increased to reflect "3 layers" of separation (ground, middle, and high) necessary in these limited circumstances.

Chapter 8 includes the following sections:

Chapter 8 -- Landscape Standards

24-801	Intent & Applicability
24-802	Landscape Design
24-803	Perimeter Landscape & Screening
24-804	Plant Specifications

Chapter 9 – Sign Standards

This chapter incorporates the recent sign code updates. Limited revisions were made and include: changes to the organization, language, and format to better match with the overall development code structure and format. A provision to allow electronic message display signs for institutional uses (churches, schools, etc.) in residential zone districts was added. Beyond that, there are no notable changes to this chapter. Cross references were updated.

Chapter 9 includes the following sections:

Chapter 9 -- Sign Standards

24-901	Intent & Applicability
24-902	Exempt Signs
24-903	Prohibited Signs
24-904	Standards Applicable to All Signs
24-905	Specific Sign Allowances
24-906	Historic signs
24-907	Non-conforming Signs
24-908	Sign Measurements & Interpretation
24-909	Relief from Standards
24-910	Sign Chart

Chapter 10 – Special Districts & Areas

This chapter incorporates all of the overlay districts and special district regulations into one chapter. It includes topics that span multiple districts (overlay districts); topics that require specific details and study (i.e. airport, flood, historic districts); or a combination of both. Because these areas and districts do not follow the same format and structure

as the generally established “base” zoning districts (Chapter 4), they have been included here in a separate chapter. Changes to the organization, language, and format were made to match the overall development code structure and format. Minor revisions to Areas of Ecological Significance have been made, as requested by the Colorado Department of Natural Resources. There are no notable changes to this chapter.

Chapter 10 includes the following sections:

Chapter 10 -- Special Districts & Areas

- 24-1001 Floodplain Overlay District
- 24-1002 Airport Overlay District
- 24-1003 Historic Preservation
- 24-1004 Areas of Ecological Significance
- 24-1005 General Improvement District Overlay
- 24-1006 Redevelopment District Overlay
- 24-1007 Character Overlay Districts
- 24-1008 Entertainment Districts
- 24-1009 Hillside Development Standards

Chapter 11 – Supplemental Standards

This chapter incorporates special topic regulations that either are broad and apply city-wide (i.e. wireless communications) or that are very detailed and warrant their own section out of the structure of other uses and standards (i.e. marijuana uses). Changes to the organization, language and format were made to match the overall development code structure and format. A 50-foot setback from plugged and abandoned wells has been added to the Oil & Gas section, consistent with current Fire Department practices and request. Other than this, there are no notable changes to this chapter.

Chapter 11 includes the following sections:

Chapter 11 -- Supplemental Standards

- 24-1101 Wireless Communication Facilities
- 24-1102 Oil & Gas
- 24-1103 Adult Uses
- 24-1104 Marijuana Uses

Chapter 12 – Reserved for Metropolitan Districts

This chapter is established as a reserved chapter for a future amendment to move the Metropolitan District requirements, currently located in Chapter 9 of the Municipal Code. The intent is to bring move the Metropolitan District regulations (24-9) into the Development Code at a future date.

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

Track	Chapter(s)	PC Worksession	PC Hearing	CC Public Hearings
COMPLETED: Track I - Non-substantive changes for organization and improved usability.	Ch 1 – General Provisions	March 23, 2021	April 13, 2021	June 1, 2021 (First Reading)
	Ch 2 - Procedures	April 27, 2021	May 18, 2021	June 15, 2021 (Public Hearing) September 21, 2021 (2 nd Reading – No public comment)
CURRENT: Track II - Non-policy technical changes and coordination with other City policies and documents.	Ch 7 – Access & Parking Ch 8 – Landscape & Site Design Standards Ch 9 – Signs Ch 10 – Special Purpose Districts & Areas Ch 11 – Supplemental Standards Ch 12 - Reserved	May 25, 2021	June 8, 2021	July 6, 2021 (First Reading) July 20, 2021 (Public Hearing) September 21, 2021 (2 nd Reading – No public comment)
FUTURE: Track III - Substantive changes called for in the Comprehensive Plan, Strategic Housing Plan, and Council's 3-Year Priorities that need broader input and direction from the Advisory Committee, Planning Commission, and City Council.	Ch 3 – Subdivision Standards Ch 4 – Zoning Districts & Uses Ch 5 – Residential Development Standards Ch 6 – Non-residential Development Standards Ch 13 – Definitions	June 22, 2021 and July 13, 2021	July 27, 2021	August 3, 2021 (First Reading) August 17, 2021 (Public Hearing) September 21, 2021 (2 nd Reading – No public comment)

Staff has provided a Section Map for each of the chapters (see Attachments) which track and “map” the existing code sections to the corresponding new Chapter and Section format. New sections are also identified, with an explanation provided for the rationale behind the new sections and revisions.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None

Strategic Work Program Item or Applicable Council Priority and Goal:

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

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

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

Economic Health & Development: Foster and maintain public and private investment in business development. Throughout the code update process, staff has worked with an Advisory Committee comprised of members from the development community, businesses, homebuilders, and citizen as well as the

Planning Commission to draft regulations that create a streamlined, clear, and predictable development process.

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

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing for July 20, 2021 and final reading for September 21, 2021.

Attachments:

Draft Ordinance for Adoption of Chapters 7-12 (includes all draft code language)

Section Maps for Chapters 7 - 12

Planning Commission Summary (Staff Report) (June 8, 2021) (omits duplicative draft code & Section Maps)

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

AN ORDINANCE AMENDING TITLE 24 OF THE GREELEY MUNICIPAL CODE RELATING TO THE DEVELOPMENT CODE BY DELETING THE CURRENT TITLE IN ITS ENTIRETY AND ADDING A NEW CHAPTER 7 RELATING TO ACCESS AND PARKING, A NEW CHAPTER 8 RELATING TO LANDSCAPE STANDARDS, A NEW CHAPTER 9 RELATING TO SIGN STANDARDS, A NEW CHAPTER 10 RELATING TO SPECIAL DISTRICTS AND AREAS, A NEW CHAPTER 11 RELATING TO SUPPLEMENTAL STANDARDS, AND A NEW CHAPTER 12 RESERVED FOR METROPOLITAN DISTRICTS.

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

WHEREAS, amending the Development Code in this manner will update those elements of the Code relative to these values and priorities, as well as to provide more clarity and organization of the overall Development Code and to provide for the public interest and further protect the health, safety and welfare of City residents; and,

WHEREAS, the Planning Commission conducted a public hearing to review and consider the proposed changes on June 8, 2021, and recommended their adoption by City Council.

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

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

Section 2. That the Greeley Municipal Code be amended by adding thereto a new Chapter 7 of Title 24 to read as shown in Appendix A.

Section 3. That the Greeley Municipal Code be amended by adding thereto a new Chapter 8 of Title 24 to read as shown in Appendix A.

Section 4. That the Greeley Municipal Code be amended by adding thereto a new Chapter 9 of Title 24 to read as shown in Appendix A.

Section 5. That the Greeley Municipal Code be amended by adding thereto a new Chapter 10 of Title 24 to read as shown in Appendix A.

Section 6. That the Greeley Municipal Code be amended by adding thereto a new Chapter 11 of Title 24 to read as shown in Appendix A.

Section 7. That the Greeley Municipal Code be amended by adding thereto a new Chapter 12 of Title 24 to read as shown in Appendix A.

Section 8. This ordinance shall become effective on October 1, 2021.

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

ATTEST:

CITY OF GREELEY

City Clerk

Mayor

Appendix A

AN ORDINANCE AMENDING TITLE 24 OF THE GREELEY MUNICIPAL CODE RELATING TO DEVELOPMENT CODE BY DELETING THE CURRENT TITLE IN ITS ENTIRETY AND ADDING A NEW CHAPTER 7 RELATING TO GENERAL PROVISIONS AND CHAPTER 2 RELATING TO PROCEDURES.

Section 1. Title 24 of the Greeley Municipal Code is hereby repealed in its entirety.

Section 2. The Greeley Municipal Code shall be amended by adding thereto a new Chapter 7 – Access & Parking in Title 24 to read as follows:

Chapter 7. Access & Parking

- 24-701 Intent & Applicability
- 24-702 Access & Circulation
- 24-703 Required Parking
- 24-704 Parking Design
- 24-705 Loading Areas
- 24-706 Recreational & Oversized Vehicles
- 24-707 Alternative Access & Parking Plan

24-701 Intent & Applicability

- a. **Intent.** The intent of the Access and Parking standards is to:
1. Emphasize the importance of site access for multiple modes of transportation.
 2. Preserve streetscape design and street functions by coordinating access along blocks and internal to blocks.
 3. Provide the optimal amount of vehicle parking for individual sites, recognizing that too much and too little parking each have negative impacts.
 4. Create access and parking standards appropriate to the context of the site, considering street designs and surrounding development patterns.
 5. Ensure appropriate site design features that mitigate the physical and aesthetic impact of parking on streetscapes and surrounding sites.
 6. Maximize opportunities for on-street parking, shared parking, or reduced parking rates where appropriate, and reduce the inefficiency from underutilized and redundant surface parking on adjacent sites.
 7. Promote parking designs that minimize runoff, incorporate low-impact design features, infiltrate stormwater into the ground, and reduce the heat island effect from large paved surfaces.
- b. **Applicability.** Access and parking shall be shown on site plans, according to the application requirements in Chapter 2. Specifically the standards in this Chapter apply to:
1. All new development, buildings, or uses on a site.

2. A change of use for an existing lot or building, or additions to existing buildings, that would require 25% or more additional required parking than the previous condition.
3. Where additional parking is required for an existing lot or building, the parking design standards shall only apply to the newly constructed parking; except, when more than 50% of a parking area is reconstructed, all parking and access shall comply with this Section.
4. When an existing parking area is resurfaced, the parking area shall comply with the dimension and accessible space requirements.
5. The Director may otherwise determine the extent of parking requirements to account for any non-conforming situations specified in Section 24-105, Nonconformities, and to facilitate reuse of an existing site and building.

24-702 Access & Circulation

- a. **Vehicle Access.** Vehicle access shall be designed according to the following standards.

1. **Driveway Width and Location.** Driveways shall generally be located according to the Design Criteria and Construction Specifications Manual for Streets, Volume I. The subsections below provide specific and additional considerations to coordinate access with the streetscape and site design of a particular location.
 - a. Wherever feasible, adjacent lots with a similar land use shall use shared access to preserve the streetscape and eliminate conflicts with pedestrians and vehicles.
 - b. Direct access to an arterial street shall be permitted only when the subject property has no other reasonable access to the street system, after considering alternatives such as access from side streets, shared driveways, common frontage lanes, rear alleys, or internal access streets.
 - c. The frontage design standards on a particular lot or block in Sections 24-503.b and 24-603, Frontage Design may further restrict the width, location, or extent of driveways. Where driveway spacing standards for streets limit or prohibit access, shared driveways, common access lanes, or alleys internal to blocks shall be used.
2. **Driveway Setbacks.** Driveways shall be set back from side or rear lot lines as stated in Table 24-7-1: Driveway Setbacks.

Table 24-7-1: Driveway Setbacks

Access	Minimum Setback from Side or Rear Lot Line	Setback from Street Side Lot Line
Driveways for residential lots and buildings with < 13 units	3'	10'
Driveways for residential lots and buildings with 13 – 40 units	5'	10'
Driveways for non-residential access and residential lots and buildings with 41+ units	10' if abutting non-residential uses or lessor zoning districts; otherwise 5'	20'
Shared access	0', with a portion of the access on each lot, subject to easements.	10'

3. **Internal Access Streets.** Any single project, lot or site greater than 5 acres, or lots where access is constrained by driveway standards, shall provide a system of internal access streets that establish access and circulation within the site. Internal access streets:

- (a) Shall be laid out to organize the site into smaller internal blocks between 1 and 4 acres.
- (b) Shall be designed to mimic public street cross-sections in Section 24-301, including sidewalks, landscape amenities, on-street parking, and travel lanes.
- (c) May be treated as public streets for determining the proper location, orientation, and design of sites and buildings within the project.
- (d) Shall include a maintenance plan with the associated land use application for the internal private facilities, or designated as common areas for all properties in the project.
- (e) Trail, greenway, or pedestrian passages meeting the standards of section 24-302 may account for a portion of this internal circulation network, provided it connects buildings, open spaces, and internal streets with similar networks external to the site and presents a logical connection point for pedestrians and bicycles.



Figure 24-7-1: Internal access streets.

4. **General Access Design Standards.** All access shall meet any accepted Transportation Impact Study recommendations associated with the development and the following design standards.
 - (a) All vehicle stacking or queuing must be accommodated on-site and shall not interfere with street traffic.
 - (b) Provisions for circulation between adjacent parcels shall be provided by internal access streets, cross access easements, and other shared access provisions to protect the function, design, and character of public streets.
 - (c) Driveway spacing and design shall be located so that safe ingress and egress are provided, considering the function and the design speed of the street from which the access is provided, and minimizing potential conflicts of all modes of transportation, including pedestrians, bicycles and vehicles.
 - (d) Landscape, buildings, and other site elements at access points shall be designed to meet the sight distance requirements of Section 24-301.d.2, Sight Distances.
 - (e) Any access from a state highway shall only be permitted as authorized and approved by the Colorado Department of Transportation (CDOT). An applicant for any development project with access to a state highway should coordinate with CDOT prior to an application with the City.

b. Sidewalks.

1. **Generally.** Development sites shall include direct sidewalk connections and circulation at the same or greater frequency as provided for vehicles. Sidewalks shall connect public entrances of buildings and sites to the following, in the most direct manner possible:
 - (a) Sidewalks in the public streetscape or along internal access streets.
 - (b) Parking areas and any perimeter sidewalks, internal walkways or crosswalks associated with the parking areas.

- (c) Civic or open space, or other common areas designed for active use.
- (d) Transit stops, stations, or park and ride locations – existing or anticipated.
- (e) Where connections from sidewalks in the public streetscapes or internal access streets is not practical or is too remote, sites shall provide pedestrian connections to any of the above areas or amenities on adjacent sites. Connections directly to adjacent sites shall be made in any case where the connections by sidewalks on public streets or through access ways result in pedestrian routes greater than 300 feet.

2. **Sidewalk Width.** Internal sidewalks shall meet the requirements of Table 24-7-2: Internal Sidewalk Widths.

Table 24-7-2: Internal Sidewalk Widths

<i>Location</i>	<i>Minimum Width</i>
▪ Generally; OR ▪ Any residential property	5'
▪ Along the facade of a commercial or institutional building of 5,000 s.f. or less abutting a parking area; OR ▪ Along any internal access street	6'
▪ Along the facade of a commercial or institutional building of 5,001 s.f. to 19,999 s.f. abutting a parking area; OR ▪ A primary route between the street or parking area and the building entrance.	8'
▪ Along the facade of any commercial or institutional building of less than 20,000 square feet with a primary entrance, or similar building with significant public and pedestrian access.	10'
▪ Along the facade of a commercial or institutional building of 20,000 s.f. or more abutting a parking area or with a primary entrance.	15'
▪ Any access designed for both pedestrians and bicycles.	12'
▪ Along any parking area with vehicle overhangs;	+ 2' to other required widths

3. **Pedestrian Amenities.** Sidewalks and internal pedestrian circulation shall be separated from moving vehicles with curbs, landscape buffers, curbside parking, or similar elements of the circulation and open space systems; except crosswalks or other similar limited segments, which may be distinguished by paint, brick, or colored or scored concrete and similar design features that signify pedestrian priority.
4. **Americans with Disabilities Act.** All internal sidewalks and other pedestrian areas shall meet all applicable Americans with Disabilities Act (ADA) standards and guidelines.
- c. **Alternative Compliance.** Alternative compliance to the access and circulation standards in this Section may be authorized according to the process and criteria in Section 24-208, Alternative Compliance, and any of the following applicable additional criteria:
1. The standards, when applied to a particular project or street, will adversely impact the function of the transportation network in the vicinity of the site.
 2. A specific access management study or plan for a portion of the City or street segment has altered the application of these standards.
 3. The context of the project warrants a different access design when considering the functional class of the street, the streetscape design on the particular block, and existing and anticipated adjacent land uses.
 4. The location of any paved surfaces may reduce or eliminate setbacks, provided the design adequately addresses potential drainage and screening issues relative to abutting property.
 5. Alternatives shall be evaluated balancing the streetscape design objectives, traffic conditions of a particular street segment, and pedestrian needs, and may be approved if the intent of this Chapter is equally or better met by the alternative.

24-703 Required Parking

- a. **Vehicle Parking Rates.** Table 24-7-3: Required Parking provides minimum parking requirements, and general categories apply to all similar uses not specifically listed. Where a use is not similar to a general use in the table or could meet more than one category, the Director shall determine the appropriate classification based on industry guides and the most similar use in terms of scale, format, and operation. The following criteria shall be used in interpreting the table:

1. Employee rates shall consider the maximum number of employees likely to be on-site at one time.
2. Square footage rates shall consider leasable floor area or active area dedicated to the particular use. Where this number is not easily or readily determined, 85% of gross floor area may be used.
3. A seating or capacity rate shall consider the total number of seats based on industry standards for typical layouts of buildings or building codes, where actual seating is not yet known.
4. Where uses or sites have components of different uses (i.e. hotel with a restaurant), each component shall be calculated and apportioned under the most applicable rate.

Table 24-7-3: Required Parking	
Use Category / Specific Use	Minimum Parking Rate
Residential	
Secondary Dwelling	1 / per bedroom
Dwellings (detached, manufactured)	2 / unit Blocks without on-street parking may require guest parking within 250' of units.
Dwellings (attached, multiple, or mixed)	1.25 / unit (Studio / Efficiency) 1.5 / unit (1 bedroom) 1.75 / unit (2 bedroom) 2 / unit (3 bedroom) 3 / unit (4+ bedrooms) + 1 additional space per 10 required spaces for guest parking
Senior Living (independent)	Same as Dwellings (attached, multiple or mixed)
Senior Living (assisted or nursing)	1 / 4 beds + 2 per 3 employees
Group Home (up to 8 units)	Same as Dwellings (detached, manufactured) + 2 per 3 employees
Group Home (more than 8 units)	1 / 2 beds + 2 per 3 employees
Public / Civic	
Assembly	1 / 3 seats
Public Safety / Services	1 per employee + 1 per company vehicle
Hospital	1 / 2 beds + 2 per 3 employees
Library	1 / 300 s.f.
Museum	1 / 1,000 s.f.
School	2 / class (elementary or junior) + 1 per 10 students 1 / 4 students + 1 / employee (senior or higher education) OR 1 / 4 seats of all auditorium or event space, whichever is greater
Commercial	
Retail – Small (under 3K)	1 / 500 s.f.
Retail – General (3K +)	1 / 250 s.f.
Retail - Outdoor Display Area (generally)	1 / 300 s.f.
Retail - Outdoor Display Area (large equipment)	1 / 1,000 s.f.

Table 24-7-3: Required Parking	
Use Category / Specific Use	Minimum Parking Rate
Drive-through (restaurant)	100' of stacking (5 cars) per service areas, but subject to use-specific performance criteria
Drive-up services (service bays or non-food services)	30' of stacking space (3 cars) per service area
Lodging - B&B	2 spaces + 1 / guest room
Lodging - Hotel / Motel	1 / guest room + 1 / 200 s.f. of restaurant
Medical Care	1 / 300 for all general office and service areas + 1 / 2 beds (admittance permitted)
Office & Services	1 / 300 s.f. generally 1 / 200 s.f. or 1 per patron station, whichever is greater, for any uses with frequent customer visits (i.e., salon, barber, etc.)
Restaurant, general	1 / 100 s.f.
Restaurant - quick-serve, or bar or nightclub	1 / 75 s.f.
Health and Fitness Center	1 / 200 s.f.
Recreation and Entertainment	1 / 200 s.f. generally - indoor) 1 / 500 s.f. (large-scale – indoor (i.e., skating ring, dance hall) 1 / 4 seats for uses with fixed seating areas 1 / 2 active patron station (i.e., 2 per lane bowling; 2 per hole golf course; etc.) 1 / 100 s.f. for food and beverage service areas with seating
Industrial	
Manufacturing	1 / 400 s.f. (artisan/limited or light) 1 / 1,000 or 2 / 3 employees, whichever is greater (all others)
Agriculture	
.All uses	Use combination of residential, public/civic commercial and industrial rates based on type and general nature of agriculture activities.

- b. **Maximum Parking.** Non-residential uses shall not provide more than 125% of the minimum required vehicle parking without documented evidence of actual parking demand based on studies of similar uses in similar contexts. In addition, any parking permitted over 125% of the minimum shall require mitigating potential impacts of additional parking through one or more of the following strategies, based on the Directors discretion:
1. Utilize all eligible parking reductions permitted by Section 24-703.c, Parking Reductions.
 2. Provide shared parking for other uses on the block or adjacent blocks according to this Chapter.
 3. Utilize alternative surfaces designed to infiltrate stormwater, approved by the Director, and subject to installation, maintenance, and performance assurances.
 4. Provide additional landscape to screen parking with at least a 10% increase in the required parking landscape area and at least a 25% increase in the amount of landscape material required for the parking.
 6. Increase the lot open space required for the building and site in Section 24-503 or Section 24-603 by an amount equal to the area of parking that exceeds the 100% minimum parking requirement, and locate this open space to limit the impact and visibility of parking.
- c. **Parking Reductions.** The parking required by Table 24-7-3: Required Parking may be reduced depending on context and according to the following strategies. Reductions beyond those provided in this subsection may only be approved according to an Alternative Parking and Access Plan in Section 7.06:

1. *GID Exempt.* No parking is required in the General Improvement (GID) overlay district, except that any residential uses shall meet the parking requirements for that building type, and the required spaces shall be located with 400 feet of the residential building. The Director may require parking for any non-residential use over 10,000 square feet provided the location, accessibility, and design of the parking is consistent with the overall planning and urban design objectives of the downtown area.
2. *Administrative Reduction.* The Director may reduce the required parking for any use that requires more than 10 spaces by up to 15% of the required spaces due to the nature of a particular use or any unique circumstances on the site.
3. *On-street Parking Credit.* All on-street parking within 300 feet of any lot frontage shall count towards the parking requirement at a rate of 0.25 spaces for every on-street space not on the lot boundary and 0.75 spaces for every space on the lot boundary.
4. *Bicycle Parking Credit.* All bicycle parking designed and located according to Section 24-703.d. may reduce the required vehicle parking at a rate of 1 space for every 4 bicycle parking spaces up to a maximum of 15% of the required vehicle parking spaces. To be eligible for this credit, the applicant must demonstrate that it is practical to expect significant bicycle access to the site based on the location and proximity to the city-wide bicycle transportation network, the design of the site, and the nature of the use and anticipated patrons.
5. *Public Parking Credit.* Any site within 1,320 feet of a public parking area may reduce the required vehicle parking at a rate of one space for every two parking spaces, except that if the public parking is part of a managed district, the district policies and management may establish a different allocation of spaces.
6. *Transit Credit.* The Director may reduce the parking requirement up to 25% for any development within 1,320 feet of a transit stop. In making a determination on the eligibility for and amount of the credit, the Director may consider the nature of the use, the likelihood that it generates transit trip origins and destinations, and the level of transit service at the stop.
7. *Shared Parking.* Required parking may be reduced for any site containing multiple uses or for adjacent sites with different uses according to Table 24-7-4: Shared Parking. Any shared parking arrangement shall require an agreement among all landowners participating in the agreement to ensure access, joint use, maintenance, and other operational issues. The agreement shall be recorded for each participating property with the office of the applicable county clerk and recorder. The agreement shall state that it cannot be changed or modified without the approval and signature of the Director. A shared agreement that differs from this table may also be approved based on a joint parking study for the sites and uses demonstrating adequate parking during peak hours for all parties to the agreement.

Table 24-7-4: Shared Parking

Use	Percentage of Required Parking by Time Period				
	Weekday		Weekend		All
	6 AM to 5 PM	5 PM to 1 AM	6 AM to 5 PM	5 PM to 1 AM	1 AM to 6AM
Employment	100 %	10 %	5 %	5 %	5 %
Retail or Service	75 %	75 %	100 %	90 %	5 %

Table 24-7-4: Shared Parking

Use	Percentage of Required Parking by Time Period				
	Weekday		Weekend		All
	6 AM to 5 PM	5 PM to 1 AM	6 AM to 5 PM	5 PM to 1 AM	1 AM to 6 AM
<i>Restaurant</i>	50 %	100 %	75 %	100 %	10 %
<i>Entertainment & Recreation</i>	30%	100 %	75 %	100 %	5 %
<i>Place of Worship</i>	5 %	25 %	100 %	50 %	5 %
<i>School</i>	100 %	10 %	10 %	10 %	5 %
<i>Dwellings</i>	25 %	75 %	50 %	75 %	90 %
<i>Lodging</i>	50 %	90 %	75 %	100 %	100 %

- d. **Bicycle Parking.** All non-residential or multifamily development shall provide bicycle parking spaces according to Table 24-7-5: Bicycle Parking.

Table 24-7-5: Bicycle Parking

Activity	Required Spaces
<i>Primary or secondary school</i>	10% of the student capacity + 3% of employees
<i>Retail or office uses</i>	10% of the required vehicle spaces.
<i>Recreation and community facilities</i>	15% of the required vehicle spaces
<i>Other institutional, employment, industrial or entertainment uses</i>	5% of the required vehicle spaces.
<i>Multi-unit Residential Buildings</i>	0.5 per 1 bedroom dwelling unit; 1.5 per dwelling unit with 2 or more bedrooms

Bicycle parking shall be designed according to the following standards:

1. A structure shall be securely anchored to the ground and usable for both U-locks and cable locks, support a bike at two points of contact to prevent damage to wheels or frames, and have 2 feet x 6 feet clearance for each bicycle.
2. Structures that serve another primary function but are designed to meet these standards may count toward this requirement.
3. Bicycle parking shall be located in a well-lit area with convenient and safe pedestrian access and be on pavement or all-weather, dust-free, stabilized surface.
4. Bicycle parking for non-residential uses shall be located within 100 feet of and visible from the primary entrance.
5. At least 50% of required bicycle parking for residential uses, employment uses, or other similar uses where bicycles are likely to be parked for longer than 4 hours, shall be located within the building or other all-weather and secure enclosure.
6. Short-term bicycle parking facilities may be located in the right-of-way subject to streetscape design plans and the Director's approval. Structures shall be designed for some other primary purpose meeting the streetscape standards or be designed with artistic or ornamentation enhancements compatible with the streetscape character at the specific location.

7. Alternative standards and specifications based on recognized industry guidance or best practices for bicycle parking may be approved by the Director through site plan review.
- e. **Accessible Parking.** Accessible vehicle parking spaces shall be provided in accordance with the applicable building codes and the Americans with Disabilities Act (ADA) standards and guidelines for quantity, design, and location.
- f. **Alternative Compliance.** Alternative compliance to the required parking standards in this Section may be authorized according to the process and criteria in Section 24-208, Alternative Compliance, and as provided in Section 24-707, Alternative Access and Parking Plan.

24-704 Parking Design

- a. **Parking Landscape Design Objectives.** Landscape areas required by Table 24-7-6, Parking Lot Design, shall be arranged to achieve the following design objectives:
1. All perimeter landscape and islands shall have the proper allocation of landscape materials required by Section 24-802, Landscape Design, and be arranged to provide shade, infiltrate runoff, soften large expanses of pavement, and screen parking from adjacent streets and property.
 2. In general, no parking or circulation area expanse shall be more than 200 feet in any direction without providing perimeter landscape, internal island, or parking block edge.
 3. Parking rows shall be no more than 15 contiguous spaces without landscape islands (end caps, center islands, or peninsulas), or no more than 3 double-loaded bays without perimeter landscape or a landscape median. This may be adjusted on a specific site plan that results in the same amount of islands and landscape on average for the entire parking lot.
 4. No landscape island shall be less than 8 feet in any dimension and no less than 160 square feet in area.
 5. Any perimeter or center landscape area that contains a sidewalk shall have at least 5 feet of landscape on each side of the sidewalk or 8 feet of landscape on one side in order to contribute to the parking landscape requirement.

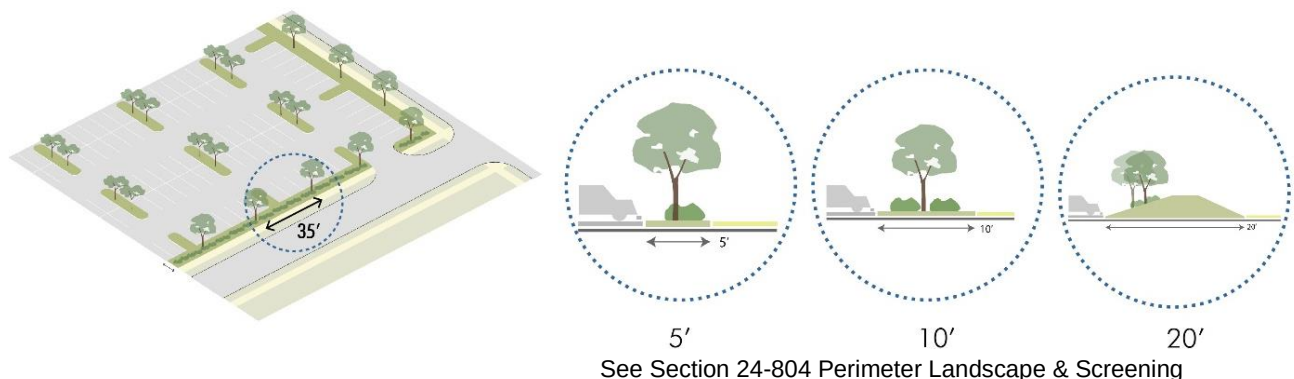


Figure 24-7-2: Parking lot screening.

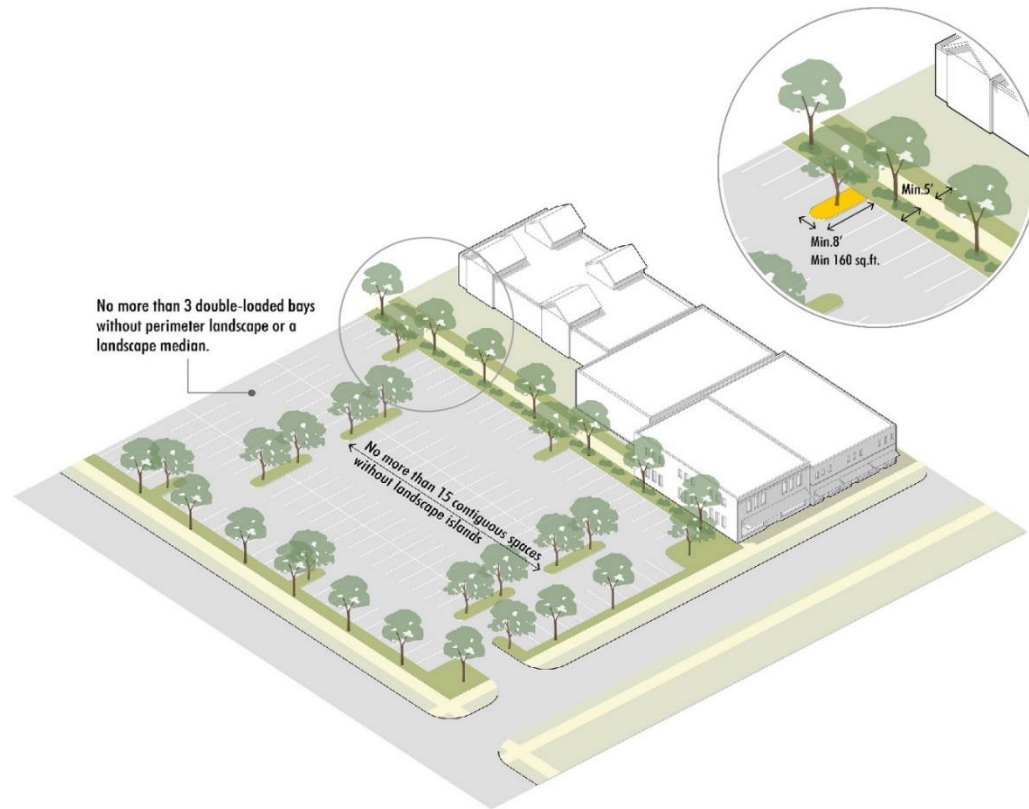


Figure 24-7-3: Parking lot islands and perimeter landscape.

- b. **Location, Size and Landscape Area.** On-site parking shall be designed and located to mitigate adverse impacts on streetscapes and adjacent property. The design standards in Table 24-7-6: Parking Lot Design are based on the number of parking spaces per area and the location on the parking lot relative to the principal building (front, side, or rear).

Table 24-7-6: Parking Lot Design

Spaces per Parking Block	Front [1]	Side	Rear
201 or more	Must be broken into parking blocks smaller than 126 spaces each. [2]	Must be broken into parking blocks smaller than 201 spaces each. [2]	10% internal landscape islands; AND 15' perimeter landscape.
126 - 200		6% internal landscape; AND 15' perimeter landscape.	6% internal landscape islands; AND 15' perimeter landscape.
51 - 125	10% internal landscape island 10' perimeter landscape; AND 20' front setback	6% Internal Landscape Islands; AND 5' perimeter landscape.	6% internal landscape islands; AND 5' perimeter landscape
15-50	6% internal landscape islands; AND 5' perimeter landscape; AND 10' front setback	5' perimeter landscape	5' perimeter landscape
Under 15	5' perimeter landscape; AND 5' front setback	5' perimeter landscape	5' perimeter landscape; unless abutting an alley

[1] Any surface parking lot in residential districts shall be behind the front building line or setback at least 30' from the front lot line, whichever is less; parking in non-residential districts may be located at the setbacks specified in this table, according to the parking lot size.

- [2] Where individual sites require or provide parking areas larger than the maximum size in this table, parking lots shall be broken into "parking blocks" meeting the size, location, and landscape requirements of this table. These "parking blocks" shall be arranged around perimeter landscape, landscape medians, and internal access streets that mimic public streetscapes.

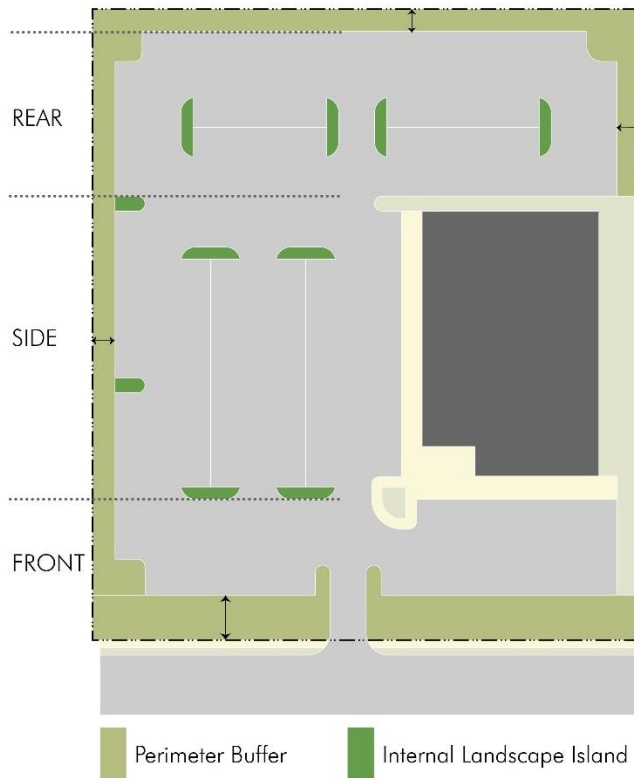


Figure 24-7-4: Parking lot design and location.

- c. **Sidewalks.** In meeting the standards of Sections 24-702.b and 24-704. b, a sidewalk connection shall be provided from the perimeter of the parking lot to the building entrance or building frontage. For parking areas over 200 spaces, a sidewalk connection shall be provided through the parking area and to the building frontage at least once every 300 linear feet of frontage. Sidewalks meeting this standard may be located along internal access streets, in perimeter landscape, or located in a center landscape median.
- d. **Footstep Access.** Landscape islands or other perimeter landscape areas adjacent to a parking stall shall have an additional 1-foot setback from the curb or parking surface to provide a footstep for pedestrian access from the vehicle.
1. The footstep may be accomplished by a wider sidewalk, enlarged curb or striping on the parking surface in addition to the stall width and striping.
 2. If the footstep is inside the landscape island, it must be concrete or an acceptable all-weather compacted material that does not float or drain into the stormwater sewer system,

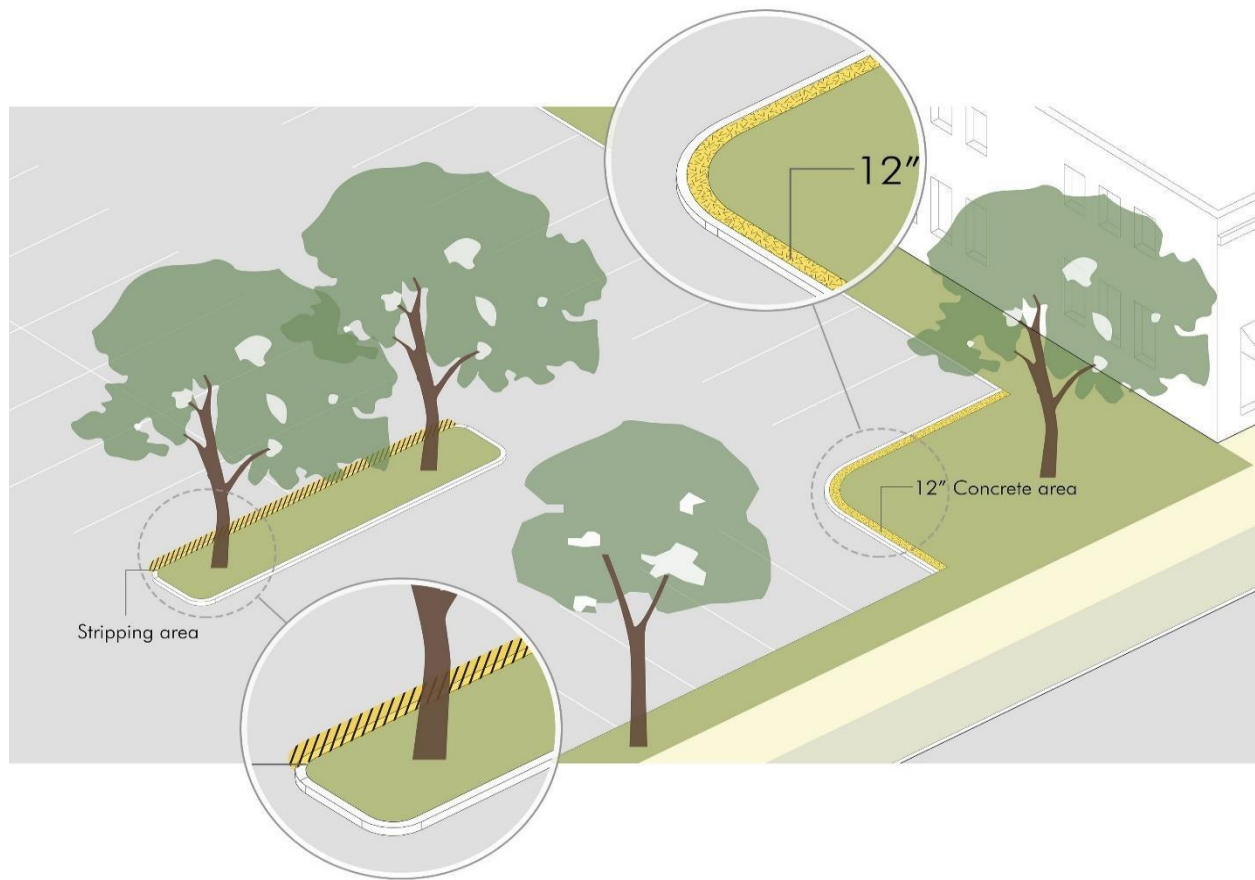


Figure 24-7-5: Landscape island footstep access.

- e. **Parking Dimensions.** Parking areas shall be designed to meet the dimension specifications in Table 24-7-7: Parking Dimensions.

Table 24-7-7: Parking Dimensions						
Parking Angle (A)	Width (B)	Depth to Curb (C) [1]	Curb Width (D)	Aisle Width – One-way (E)	Aisle Width – Two-way (E)	Bumper Overhang [2]
0°	8.0'	8.0'	22'	12'	20'	n/a
30°	8.5'	16'	17'	12'	20'	1.5'
45°	8.5'	19'	12'	14'	20'	1.5'
60°	9.0'	20'	10.5'	15'	24'	2.0'
90°	9.0'	18'	9.0'	20'	24'	2.0'

[1] Where angled parking is interlocked opposite other angled parking, each can use to the farthest corner of the stall for this dimension.

[2] Amount of Depth to Curb dimension that may overhang landscape area or sidewalk other wheel stop block. If overhanging sidewalk, this amount shall be added to the required minimum sidewalk width.

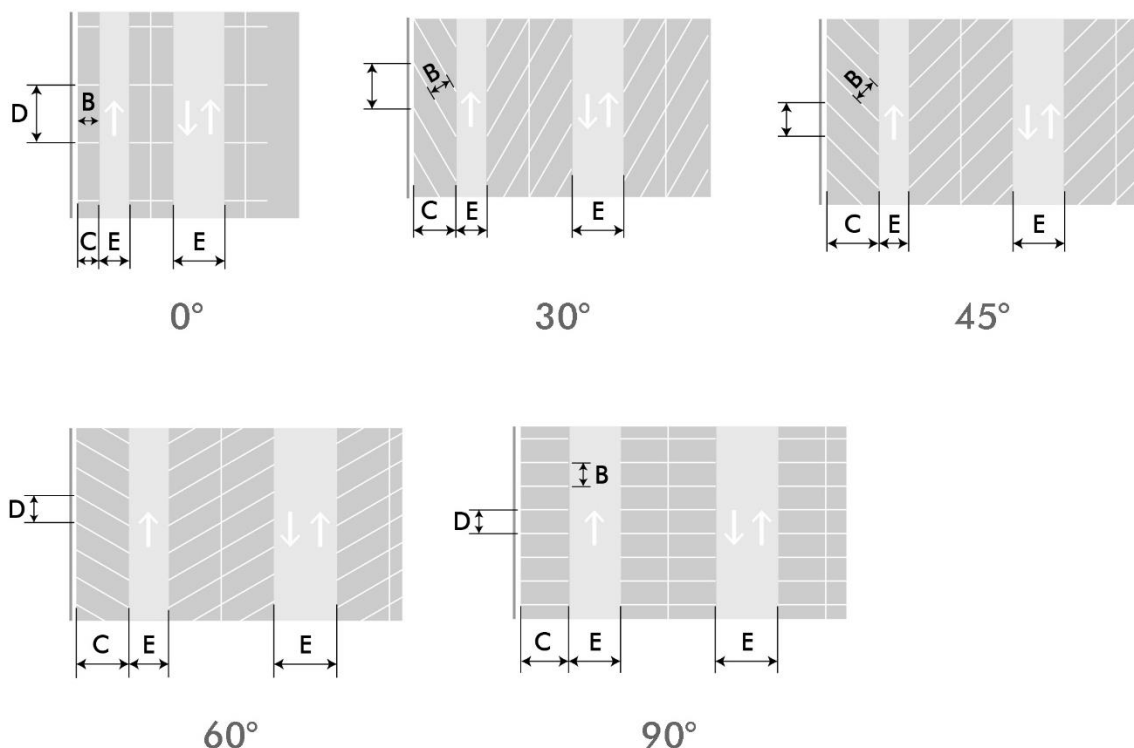


Figure 24-7-6: Parking dimensions.

f. General Design Standards.

1. A flatwork permit is required prior to the installation of any paving
2. All required parking shall be on-site except as specifically provided in this Chapter for credits or shared parking sections or as approved through alternative compliance.
3. No parking space shall be located where it backs into a street or internal access street except:
 - (a) Residential parking in driveways, permitted for detached houses, multi-unit houses, row houses, or small apartments for up to 10 parking spaces.
 - (b) On-street parking on streets or internal access streets designed according to the standards in Section 24-301.
4. All required parking areas shall be used solely for parking of vehicles in operating condition for patrons, occupants, or employees of the use unless specifically authorized otherwise by provisions in this code.
5. All parking and access areas shall be designed to adequately address drainage and runoff, including curb, gutters, and inlets, or any other drainage strategy approved by the Director to support best management practices to minimize runoff and encourage infiltration of stormwater.
6. All off-street parking areas and driveways shall be graded and paved with asphalt or concrete, meeting City's Design Criteria and Construction Specifications.
7. All off-street parking spaces in parking lots shall be outlined with painted stripes or other similar markings on the surface. All non-parking spaces, such as loading zones, emergency lanes, drive-through lanes, or spaces in front of doorways and entrances shall be clearly differentiated from parking.

- g. Alternative Compliance.** Alternative compliance to the parking design standards in this Section may be authorized according to the process and criteria in Section 24-208, Alternative Compliance, and the following additional criteria:

1. Properties that include large monumentation, artwork, architectural hardscape, or other similar civic spaces, and that locate them in a manner that reduces the impact or perceived extent of surface parking, may request alternate parking location and dimensions.
2. Parking lots designed with bio-retention strategies that cleanse and infiltrate parking lot runoff may request alternate design and construction standards that better address parking lot runoff, subject to installation, maintenance and performance assurances.
3. Alternative all-weather surfaces for parking or storage areas may be approved on residential property located in a rear yard or interior side yard behind the principal building.
4. Dimensions for compact vehicle parking spaces may be reduced to 8 feet by 16 feet for up to 25% of the total parking spaces on lots over 10 spaces, provided signs and a plan for management of the spaces are provided. Additional reductions may be made through an Alternative Access & Parking Plan in Section 24-707.
5. All or a portion of required parking may be off-site subject to the following specific considerations:
 - (a) The parking area is within 500 feet of the subject site for non-residential and 250 feet for residential, measured along pedestrian connection routes;
 - (b) It is in the same or comparable zoning district;
 - (c) The presence of the off-site lot does not negatively impact potential development on that lot or any lot in the vicinity;
 - (d) There are no pedestrian barriers or other access constraints between the lot and the use;
 - (e) An agreement shall demonstrate rights and control of the off-site property, coordinated with the duration of the use, or a comparable contingency plan is reasonably available if the agreement is terminated. The City may require recording of the agreement or some other mechanism to enforce parking if there is default or termination of the agreement.

24-705 Loading Areas

- a. **Loading Requirements.** In mixed-use, commercial, or industrial districts, off-street loading shall be required as indicated in Table 24-7-8: Loading Areas.
1. The number and size of spaces may be revised based on the operating characteristics of the particular use and determined through site plan review.
 2. Loading areas shall be located on a remote portion of the building and site or internal to the block and buffered by other buildings wherever possible.
 3. Loading areas and activities shall not interfere with the use of walkways, drive aisles, stacking areas, internal access streets, or public streets.
 4. Loading shall be screened from public streets or adjacent residential areas in a manner that best limits visibility and mitigates noise, according to the buffer types and design standards in Section 24-803.

Table 24-7-8: Loading Areas

<i>Gross Floor Area</i>	<i>Required Loading Area and Size</i>
<i>Under 3,000 s.f</i>	N/A, or may be shared per 7.05.B
<i>3,000 – 10,000 s.f</i>	1 space; 10' x 25'
<i>10,001 – 25,000 s.f</i>	2 spaces; 10' x 25'
<i>25,001 – 40,000 s.f.</i>	2 spaces; at least one of which is increased to 10' x 50'

Table 24-7-8: Loading Areas

Gross Floor Area	Required Loading Area and Size
40,001 or more s.f.	3 spaces, plus 1 for every 50,000 s.f. over 100,000; at least every third space shall be increased to 10' x 50'

- B. **Mixed Use Buildings or Districts.** In any area, project, or zoning district designed to promote pedestrian activity or for buildings and sites where more compact building and site design is required, alternate loading standards shall be permitted by the Director. Alternate loading standards may include sharing loading spaces among multiple smaller tenants, using side streets, using on-street parking, or using alleys – particularly where there is sufficient spaces during off hours for loading or deliveries per Table 24-7-9, or other similar strategies that avoid designing sites for large vehicle access.

24-706 Recreational & Oversized Vehicles

- a. **Recreational Vehicle & Equipment Storage.** Recreational vehicles and equipment shall be prohibited from being located in any setback of residential property, except as specified below:
1. **Location.** Recreational and oversized vehicles and equipment may be located in the following areas:
 - (a) Rear yards and at least 5 feet from the rear lot line;
 - (b) Interior side yards if behind the front building line; or
 - (c) Street side yards, if at least 10' from the lot line, and provided the side yard does not abut the front yard of an adjacent lot.
 - (c) In no case shall they be stored closer than 3 feet to a structure or over any window wells.
 2. **Quantity.** No more than one recreational vehicle or major recreational equipment shall be stored per lot. Recreational vehicles are defined in Section 24-5, and major recreational equipment includes boats over 18' and utility trailers greater than 5 feet by 8 feet. There is no limit on the quantity of minor recreational equipment that can be stored, such as canoes, snowmobiles, jet skis, ATVs, small and low-profile recreational equipment
 3. **Surfaces.** Storage surfaces shall be paved, or a gravel surface surround be a constructed collar of concrete, pavers, or other solid form of edging at least 6 inches wide and sufficient to contain the gravel fully. Gravel shall be of a depth and density to fully cover the storage area and support the width of the vehicle without ruts or displacement of the gravel. Access to the storage shall be an approved all-weather surface.
- b. **Limited Parking.**
1. **Loading, unloading, and repairs.** Recreational vehicles shall be permitted to park in front yard driveways if located at least three feet in back of the sidewalk, or the front property line where no sidewalk exists, for loading, unloading or emergency repairs for a maximum of 48 hours.
 2. **Guests.** Guests traveling in recreational vehicles shall be permitted to park their RV in front yard driveways for a maximum period of seven consecutive days if parking is:
 - (a) At least three feet back from the sidewalk, or the front property line where no sidewalk exists;
 - (b) No clear vision zone is adversely affected;.

- (c) Parking shall be limited to one 7-day period per vehicle in 12 consecutive months. The Director may grant extensions for one additional week where unusual circumstances warrant. In no event shall an extension be granted more than one time in a 365-day period for a single property unless there is a change in ownership or occupancy of the property.
- 3. *Dwelling.* Recreational vehicles or equipment stored on a residential property shall not be used for temporary, accessory, or permanent living.
- c. **Registration and Licenses.** Recreational vehicles, trailers, or equipment shall be operable and be current on all registrations or licenses required by law, and be legally registered to or owned by the owner or tenant of the dwelling where it is stored.
- d. **Oversize Vehicles.** Work vehicles exceeding one-ton capacity, trailers exceeding 15 feet in length, tow trucks, taxicabs, limousines or vehicles not typically associated with a residential use shall not be parked at any time at single-family or two-family dwellings, except as follows:
 - 1. For deliveries made to the dwelling;
 - 2. For construction or maintenance work contracted to be done at the dwelling;
 - 3. As allowed associated with permitted home occupation standards and conditions; or
 - 4. When the occupant of the dwelling has obtained a minor variance from the community development department based upon the user of the vehicle being required to occasionally have the vehicle present overnight on the residential premises as part of limited, on-call work requirements that relate exclusively to a public utility (such as Xcel or Atmos) for emergency response or service.
 - 5. Refer to section 16-397 for additional information regarding the parking of oversized vehicles on public roadways and private land.

24-707 Alternate Access & Parking Plan

- a. **Site Plan.** The Director may approve an alternative access and parking plan that varies from the design standards or reduces the parking required by this Chapter by up 25%, in addition to all other eligible reductions. The application shall be in association with the Site Plan process in Section 24-207, and the Director shall consider the following:
 1. The intensity and operating of the proposed use, as well as potential future uses on the site.
 2. Evidence of similar uses in similar contexts or other industry standard indicates a lesser number will be sufficient due any of the following:
 - (a) The format of the use;
 - (b) The likelihood that patrons or tenants have reduced car ownership or drive less;
 - (c) The availability and practicality of walking, bicycling or transit access supporting the use; or
 - (d) Other transportation demand management plans proposed by the applicant.
 3. The character of the surrounding area and adjacent land uses, and the availability and overall demand on alternative parking within 600 feet, including on-street parking.
 4. All potential negative impacts on adjacent property are mitigated by the plan, in terms of parking design, operation, and contingency plans.
 5. The reduction will equally or better meet the intent of this Chapter.
- b. **Use by Special Review.** The Planning Commission may approve alternative access and parking plans beyond what may be approved by the Director as a Use by Special Review according to the procedures in Section 24-206. The Planning Commission review shall be based on the same criteria in Section 24-707.a., and be supported by a specific study or industry standard.
- c. **Deferral of Required Spaces.** In either of the above cases, a portion of the required parking may be deferred through the site plan review if the initial occupancy of the premises will be adequately served by the lesser number of spaces and an approved final plan clearly indicates the location, pattern, and circulation of deferred parking. The deferred parking area shall be brought to finished grade, be landscaped, and shall not be used for building, storage, loading, or other purposes. The approval of the site plan shall specify a time, criteria, or occurrences where the Director may require construction of the necessary parking.

Reserved Sections 24-708 through 24-800

Section 3. The Greeley Municipal Code shall be amended by adding thereto a new Chapter 8 of Title 24 to read as follows:

Chapter 8. Landscape Standards

- 24-801 Intent & Applicability
- 24-802 Landscape Design
- 24-803 Perimeter Landscape & Screening
- 24-804 Plant Specifications

24-801 Intent & Applicability

- a. **Intent.** The intent of the landscape standards is to:
 1. Protect natural landscapes, Greeley's agriculture traditions, and "Tree City USA" designation to strengthen the City's identity as growth occurs.
 2. Improve City's image and build value with a well-designed public realm, coordinating landscape design for streetscapes, open spaces, civic places.
 3. Promote quality private investment that corresponds with investments in the public realm, and emphasize distinct areas throughout the City with natural landscape materials.
 4. Coordinate landscape and design amenities across multiple sites with special attention to the relationship of public and private frontages.
 5. Encourage site and landscape design that allows spaces to serve multiple aesthetic, screening, environmental, recreational, or social functions.
 6. Provide comfort, spatial definition, and visual interest to active spaces including streetscapes, walkways, civic spaces, parks, trails, or other similar outdoor gathering places.
 7. Conserve energy and limited resources through landscape design, and protect and integrate established natural amenities rather than plant or design new ones.
 8. Screen and mitigate the visual, noise, or other impacts of high-intensity areas of sites and buildings, or where the scale and pattern of development changes.
 9. Implement the City's Landscape Policy Plan for Water Efficiency, conserve water, and shift to water-conscious landscape design that is regionally appropriate and specific to the arid Front Range climate.
- b. **Applicability.** The standards of this section shall apply to all new development as follows:
 1. *Minor Development.* Minor development shall meet the landscape standards to the extent of any work or improvement on the site, however, are not required to upgrade landscape areas or non-conformances where no work is being done. Minor development includes:
 - (a) Expansion by 5% to 25% of an existing multi-family or non-residential building footprint or associated impervious surface;
 - (b) Detached house or Multi-unit house projects involving 5 or fewer new buildings or occurring in association with a Minor Subdivision in Section 24-205.
 2. *Major Development.* Major development shall require full compliance with all standards of this Chapter for the entire site, any public streets and frontages, and any common areas. Major development includes:
 - (a) Any new non-residential or multi-family building;
 - (b) Expansion of more than 25% of any existing non-residential or multi-family building footprint or associated impervious surface
 - (c) Any detached house or multi-unit house project involving more than 5 new buildings, or occurring through a major subdivision in Section 24-203.

For major development, the intent is to bring the site into full compliance with these standards, except that the Director may prorate the requirements to the extent of new development on the site where full compliance is not possible or practical.
 3. *Exemptions.* These standards do not apply to rehabilitation or adaptive reuse projects in the General Improvement District (GID) and the Redevelopment District (RD). Projects that involve a complete redevelopment of the property shall comply.
 4. *Landscape Plan.* Construction or development of a site shall not be undertaken until a landscape plan has been approved by the Director.

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- (a) The landscape plan shall be designed in conjunction with the drainage plan for the subject property in such a manner as to maximize stormwater runoff absorption.
 - (b) Landscape plans shall be prepared and stamped by a Colorado registered landscape architect unless waived by the Community Development Director or Designee
 - (c) For phased development, a proportionate share of landscaping acceptable to the City, as outlined in an approved Subdivision Improvement Agreement, Development Agreement or Planned Unit Development (PUD) Plan, shall be installed and maintained with each phase based on the size of the proposed phase and shall be considered completed for the purposes of these regulations when such proportionate share of landscaping has been installed prior to issuance of a building permit.
5. *Inspection and Approval.* Installation of approved landscape plans shall occur in the following manner:
- (a) Minor development shall require an inspection by the City prior to a Certificate of occupancy. If not previously installed, all required on-lot and rights-of-way landscaping for detached houses and multi-unit houses shall be installed within one year of the issuance of the certificate of occupancy.
 - (b) Major development shall require a letter of substantial completion of the landscape plan, stamped by a landscape architect or certified irrigation auditor, and City inspection prior to Certificate of Occupancy, or as otherwise approved in the Subdivision Improvement Agreement, Development Agreement, or Planned Unit Development.
 - (c). If weather prevents the required landscaping from being installed, collateral in the form of a Financial Security Agreement, acceptable to the City, in the amount of one 125% of the cost of materials and installation is to be provided to the City and approved prior to issuance of the certificate of occupancy.

24-802 Landscape Design

- a. **Design Objectives.** Landscape plans shall meet the following design objectives:
 - 1. Frame important streets and emphasize gateways with street trees, landscape massing, and other vertical elements.
 - 2. Promote stormwater management and prevent erosion through natural landscape elements and site features that intercept precipitation, filter, infiltrate, store, and convey runoff.
 - 3. Encourage the use of bioretention facilities or other creative landscape and stormwater designs that use vegetation and natural processes to improve the quality of stormwater prior to discharge or infiltration into the ground.
 - 4. Create focal points, gathering places, and pathways that enhance the comfort, interest and movement of pedestrians.
 - 5. Improve resource and energy efficiency with landscape arrangements that consider wind blocks, strategic shading, heat gain, water usage, slope and drainage patterns, and other elements inherent to the site.
 - 6. Encourage the protection and preservation of healthy plants that can meet the current and future needs of the site through development.
- b. **Planting Requirements.** The required plants shall be based on different elements of the site according to Table 24-8-1, Plant Requirements, subject to the applicability provisions of Section 24-801.b.1. and 2.

Table 24-8-1: Plant Requirements

Site Element	Trees	Evergreen Trees	Shrubs
Streetscape: The landscape area in the ROW or along the lot line immediately abutting the right of way.	1 shade tree per 35' of lot frontage; Rights-of-way may with constrained planting areas may substitute 1 ornamental tree per 25' in place of the shade tree requirement.	n/a	n/a
Frontage & Foundation. The area between the building line and ROW along a street, including sides of corner lots, used to create transitions to the streetscape and to provide accents and soften larger expanses of buildings	1 shade tree per residential lot or per 50' of non-residential or multi-family lot frontage, if buildings are setback more than 10'. (0' to 10' = no requirement) Corner lots shall meet this requirement on street side lot lines at a rate of 50% of the Frontage & Foundation requirement. Ornamental trees may be substituted for shade trees at a rate of 1 for 1 if buildings are setback less than 25', or at a rate of 2 for one if buildings are setback 25' or more.	Evergreen trees may be substituted for shade trees at a rate of 1 for 1 for up to 50% of the requirement.	4 shrubs per 25' of building foundation. 3 ornamental grasses or large perennials may be substituted for each shrub up to 50% of the requirement. Seasonal planting beds or pots associated with the streetscape and entrance may substitute for any building located closer than 10' to the front lot line.
Parking. Areas on the exterior edge or interior of parking where plants are used to soften the appearance, mitigate heat gain, and infiltrate stormwater.	1 shade tree per 5 parking spaces Ornamental trees may be substituted for shade trees at a rate of 2 for 1 for up to 50% of the requirement.	Evergreen trees may be substituted for shade trees at a rate of 2 for 1, for up to 50% of the parking lot requirement.	4 shrubs per 25' of parking lot exterior edge. 8 shrubs per 25' for any exterior edge within 20' of the right-of-way or a sidewalk. 3 ornamental grasses or large perennials may be substituted for each shrub up to 50% of the requirement
Perimeter Treatment. Areas of a site that require additional plants to create transitions or mitigate potential impacts on streetscape or adjacent property.	See Section 24-802		
Civic and Open Spaces. Areas of the site or area designed as part of a broader system of formal and natural open spaces.	See Section 24-301		
Other. All other unbuilt or unpaved areas of a site.	All other unbuilt or unpaved areas of a site shall require ground cover, perennials, grasses, rock, mulch, or other natural and permeable surfaces. Up to 50% of any landscape area may consist of inorganic (non-living) decorative material such as river rock, colored pea gravel, boulders, pavers, or similar natural material, provided it is designed and arranged in a way that can infiltrate runoff through associated planting areas. Artificial turf is only acceptable as ground cover for areas not visible from public rights of way and streets, and may be subject to other engineering specifications subject to grading or drainage plans. Native grass or native grass seed shall be planted in detention and retention ponds and areas not highly trafficked by pedestrian activity.		

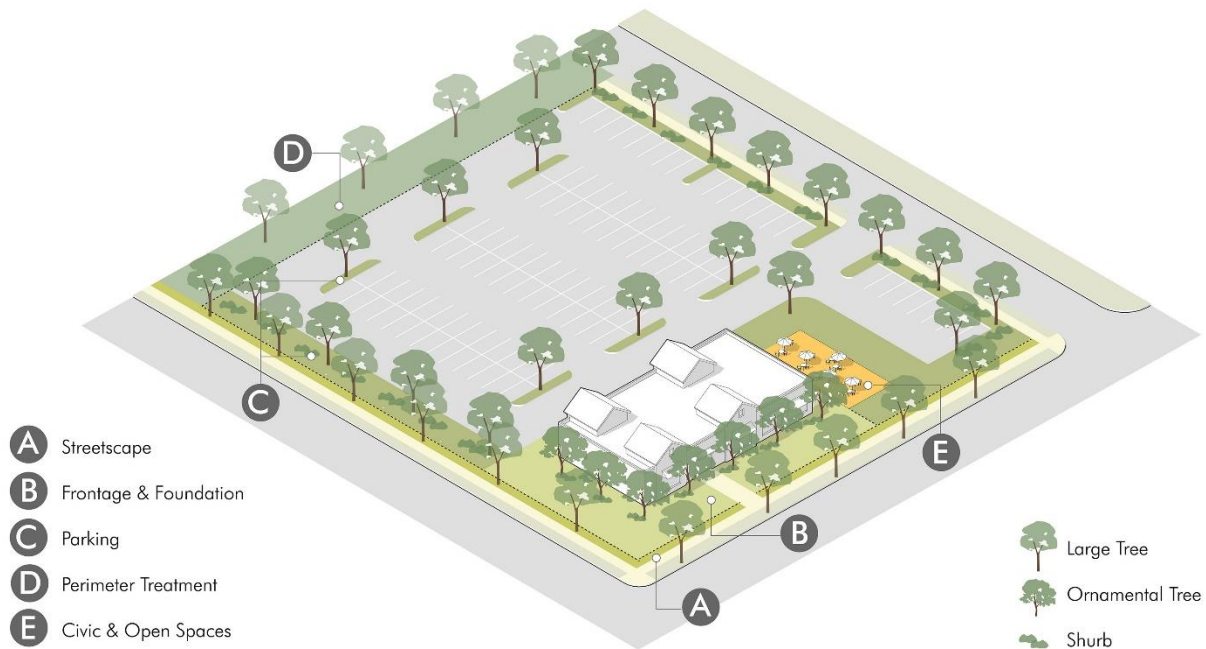


Figure 24-8-1 Plant requirements and site elements

- c. **Credits for Existing Vegetation.** Preservation of existing landscape material that is healthy and a desirable species may count towards these requirements, provided measures are taken to ensure the survival of the vegetation through construction, and all other location and design standards are met.
1. Landscape plans shall provide an inventory of all existing trees or significant woody vegetation including size, health, species, and any trees proposed to be removed.
 2. Existing landscape credits shall only count towards the portion of the site where it is located, according to the site elements in Table 24-8-1. For example, an existing tree may only count towards the required planting for parking lots if it remains in the parking lot in the final design.
 3. Credits shall be on a 1 for 1 basis provided existing trees shall be at least 3-inch caliper to count. The Director may approve landscape material that is more than 3 times the size specified for new plants on a 2 for 1 basis, or may approve plants of exceptional quality due to species, location, maturity, and health on a 3 for 1 basis.
 4. Trees or other existing landscape that contributes to the standard shall be identified on a landscape plan and protected by a construction fence installed for the entirety of construction around the Tree Protection Zone (TPZ). The TPZ shall be based on ANSI A300 Standards and Best Practices but be at least 15 feet from the trunk of any tree and to the extent of the drip line in all cases. Tree wells or retaining walls may be necessary to protect existing plants.
- d. **Design & Location.** The plants required by Table 24-8-1 shall be arranged and designed on a particular site in a way that best achieves the intent and design objectives of this Chapter, considering the specific context, street frontage, property adjacencies, and other elements proposed on the site. Required plantings shall be planted in the following specific locations and open spaces on the lot.
1. **Streetscape Trees.** Streetscape trees shall be located in line with other trees along the block to create a rhythm along the streetscape and enclosure of the tree canopy. In the

absence of a clearly established line along the block, trees may be planted in the following locations where applicable and in order of priority.

- (a) On center in the parkway where at least 6 feet of landscape area exists;
- (b) 5 to 10 feet from the back of curb where no sidewalk exists or 5 feet from the sidewalk where sidewalks are attached and no parkway exists; or
- (c) Within the first 5 feet of the front lot line where any constraints on the lot or in the right-of-way would prevent other preferred locations.
- (d) Ornamental trees may be substituted for street trees only in situations where no other alternative is available due to constraints of the site and right-of-way conditions.
- (e) Trees shall maintain a clearance of at least 8' above any sidewalk and at least 14 feet above any street or similar vehicle access way.
- (f) Shrubs or perennials planted in the parkway shall not exceed 36 inches, or 30 inches in any area impacted by the sight distance limits of Section 24-301.d.2.



Figure 24-8-2 Streetscape and parkway landscape



Figure 24-8-3 Streetscape – pedestrian frontages

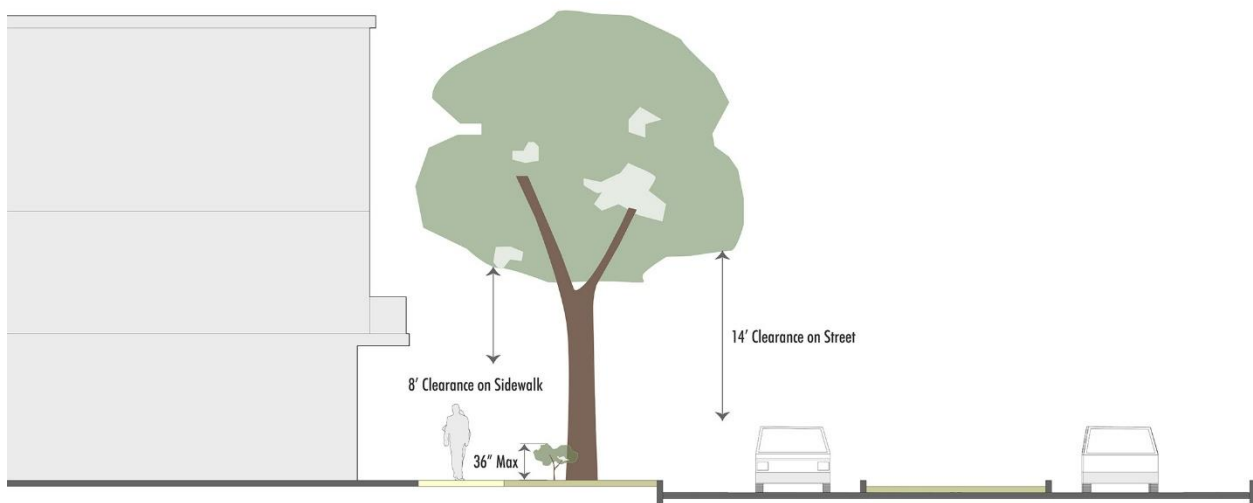


Figure 24-8-4 Tree clearance – pedestrian frontage



Figure 24-8-5 Streetscape— residential frontages

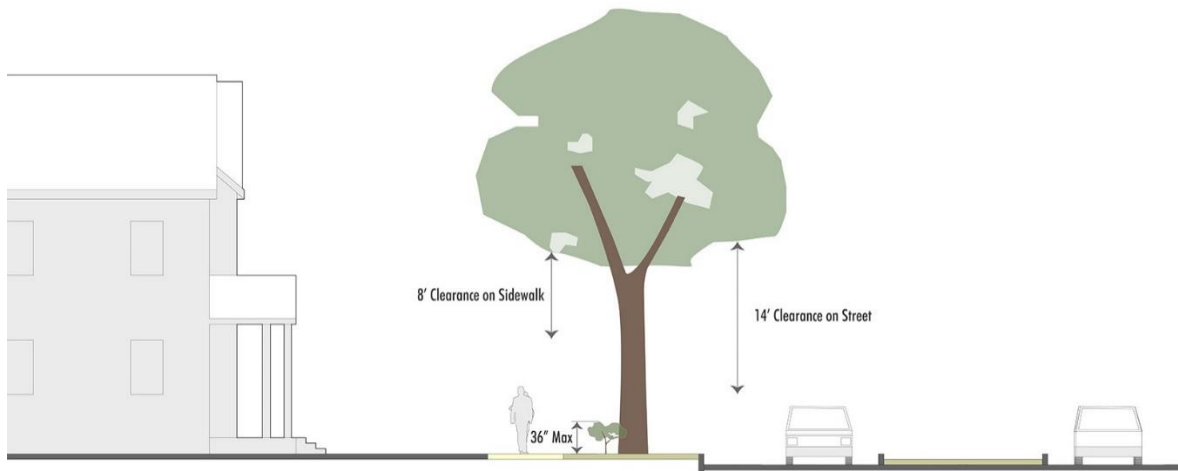


Figure 24-8-6 Tree clearance – residential frontage

2. **Frontage & Foundation Plantings.** Frontage and foundation plantings shall be located in open spaces between the building and the right-of-way or in planting beds associated with any hardscape design along the building frontage.
 - (a) Where the building setback require additional shade trees per Table 24-8-1, Plant Requirements, they shall be coordinated with the streetscape planting locations and located at least 20 feet from any streetscape tree.
 - (b) Shrubs and other plantings shall be located within 8 feet of the foundation, or abutting any sidewalk or hardscape areas along the foundation.
 - (c) Where planting beds are used within hardscape around a foundation, they should be at least 6 feet deep, at least 80 square feet, and concentrated along at least 50% of the building frontage.
 - (d) Use larger and vertical landscape elements to frame entrances, anchor the corners of buildings, or break-up and soften larger building expanses.

Ornamental and evergreen trees shall be located within 20 feet from the building to support this design objective.

3. *Parking Lot Landscape.* Parking lot landscape requirements shall be planted along the exterior edge and landscape islands planned and designed according to Section 24-704, Parking Lot Design.
 - (a) There shall be at least one shade tree per 35 feet of parking lot exterior edge, or one ornamental tree per 25 feet of exterior edge.
 - (b) There shall be at least one shade tree or two ornamental trees per 300 square of parking lot islands or other internal landscape areas.
 - (c) Shrubs shall be located to define parking lot edges, screen parking from adjacent sites, or create low barriers along sidewalks and streetscapes. The required shrubs may be reduced by 50% when used in combination with a decorative fence or wall between 30 and 42 inches tall that complements the architecture of the building or other hardscape features of the site.
4. *Visibility at Intersections.* All landscape materials, screens, or buffers shall be located and designed to maintain proper line of sight at all intersections of streets, alleys, driveways, and internal access streets as provided in Section 24-301.d.2, Sight Distances.
5. *Specific Applicability.* Where landscape standards for different conditions or elements of a site overlap, effective site and landscape design may enable the space and plants to count toward more than one requirement. Approval shall be based on the greater requirement applicable to that area, and subject to the Director determining that the intent and design objectives of this section are achieved.
6. *Utility Line Clearance Zones.*
 - (a) Landscaping shall not obstruct or grow into fire hydrants, water meter pits, public traffic signs, sidewalks, or utility boxes except to comply with the requirement to screen mechanical equipment, pursuant to Section 24-803.d.
 - (b) No plant material with mature growth greater than 3 feet in height shall be planted within potable water, sanitary, or non-potable irrigation easements.
 - (c) No shrubs shall be planted within 5 feet or trees within 10 feet of potable and non-potable water meters, fire hydrants, sanitary sewer manholes, or potable water, sanitary sewer, and non-potable irrigation mains and services.
 - (d) Trees or shrubs may encroach into the utility clearance zone but shall never touch or bump into overhead phone or utility lines when the landscape material has fully matured. Shorter ornamental trees with a maximum height of 20 feet are typically acceptable but shall follow service provider guidelines.
 - (e) Placement of landscape materials that are determined to produce pollutants that may negatively affect the quality of stormwater runoff shall not be permitted near drainage, stormwater detention, or 100-year floodplain areas.

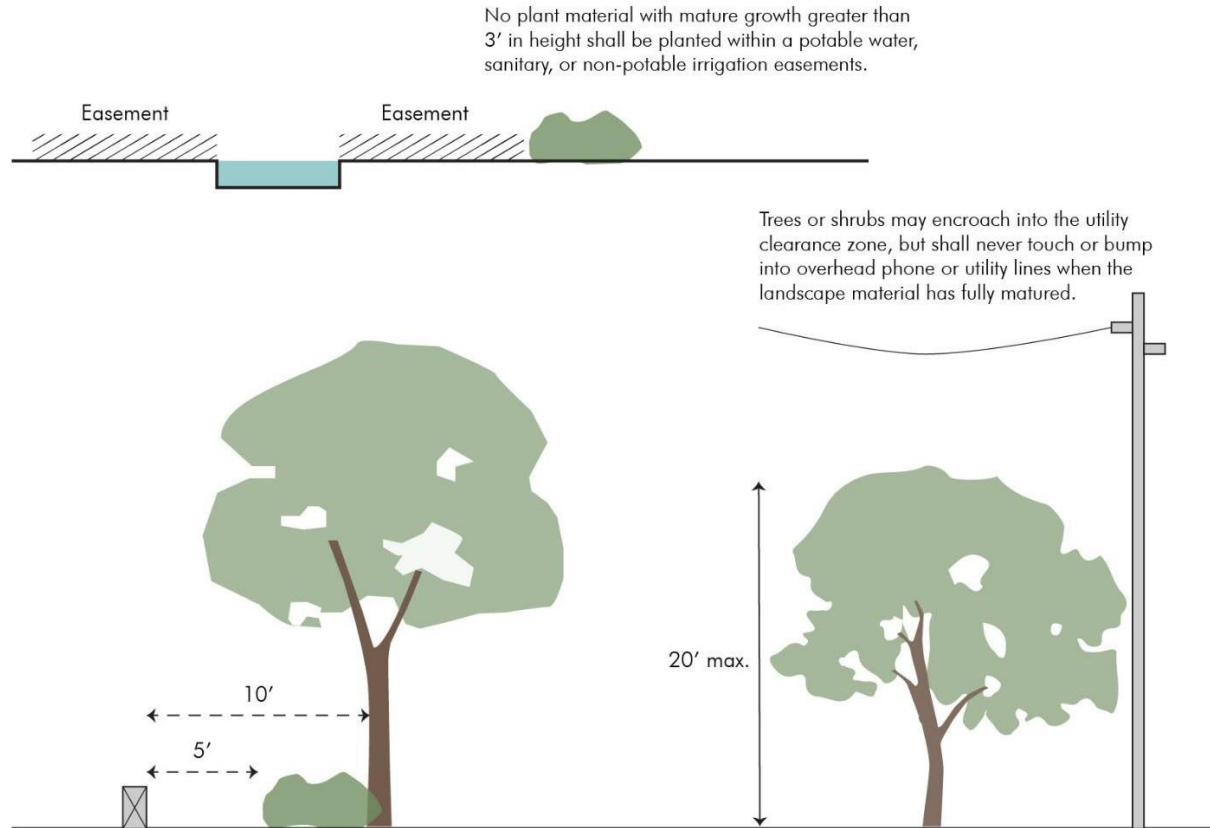


Figure 24-8-7 Utility line clearance zones

- e. **Alternative Compliance.** Alternative compliance to the landscape design standards in this section may be authorized according to the process and criteria in Section 24-208, Alternative Compliance, and the following additional criteria:
1. Properties that include large monumentation, artwork, architectural hardscape, or other similar civic spaces, and that locate them in a manner that reduces the impact or perceived extent of surface parking, may request up to 25% reduction in parking lot or frontage and foundation landscape requirements.
 2. Parking lots that include bio-retention areas greater than 1,000 square feet, or that otherwise use design strategies that cleanse and infiltrate parking lot runoff may request up to 25% reduction in parking lot landscape requirements.

24-803 Perimeter Landscape & Screening

- a. **Design Objectives.** Intense land uses or site elements shall use perimeter landscape to transition or separate from streetscapes and adjacent property according to the following design objectives.
1. Areas of parking or circulation near streets or property lines require physical barriers or landscape transitions to reduce impacts of surface parking areas and provide low-level headlight screening.
 2. Areas that transition to different uses or building scale require landscape areas to soften transitions or screen and buffer potentially incompatible transitions with a combination of dense vegetation or fences and walls compatible with the buildings on the site.
 3. Service and utility areas of buildings and sites shall be screened with architectural features, fences, or landscape materials to limit visibility or noise from adjacent property or streetscapes.

4. Berms, vertical landscape elements, dense plantings, or other grade or spatial changes shall be used to alter views, subdue sound, mitigate lighting, and change the sense of proximity of high-intensity elements of a site or building in relation to adjacent property and public rights-of-way.
5. Create landscape clusters that soften long expanses of building walls, fences, surface parking, or other similar areas.
6. Address layers of screens, including shade trees (high layer – 30'+); evergreen or ornamental trees (mid-layer – 6' to 30'); and shrubs, annuals and perennials, and ground cover (low layer– under 6'), in a way that most directly mitigates the potential impacts and adjacencies.

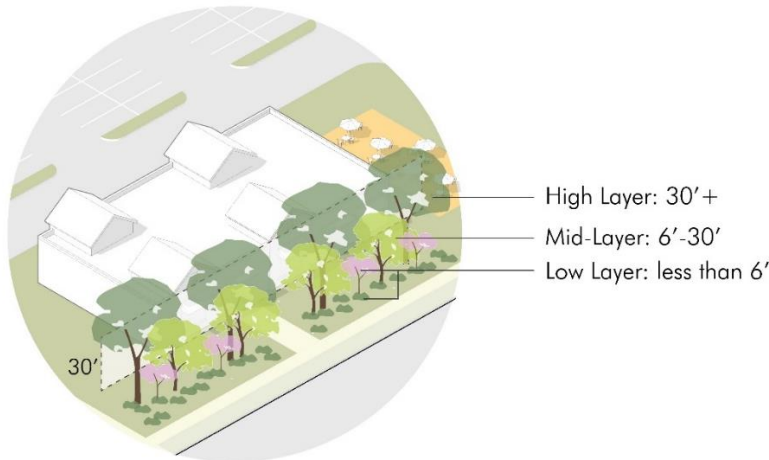


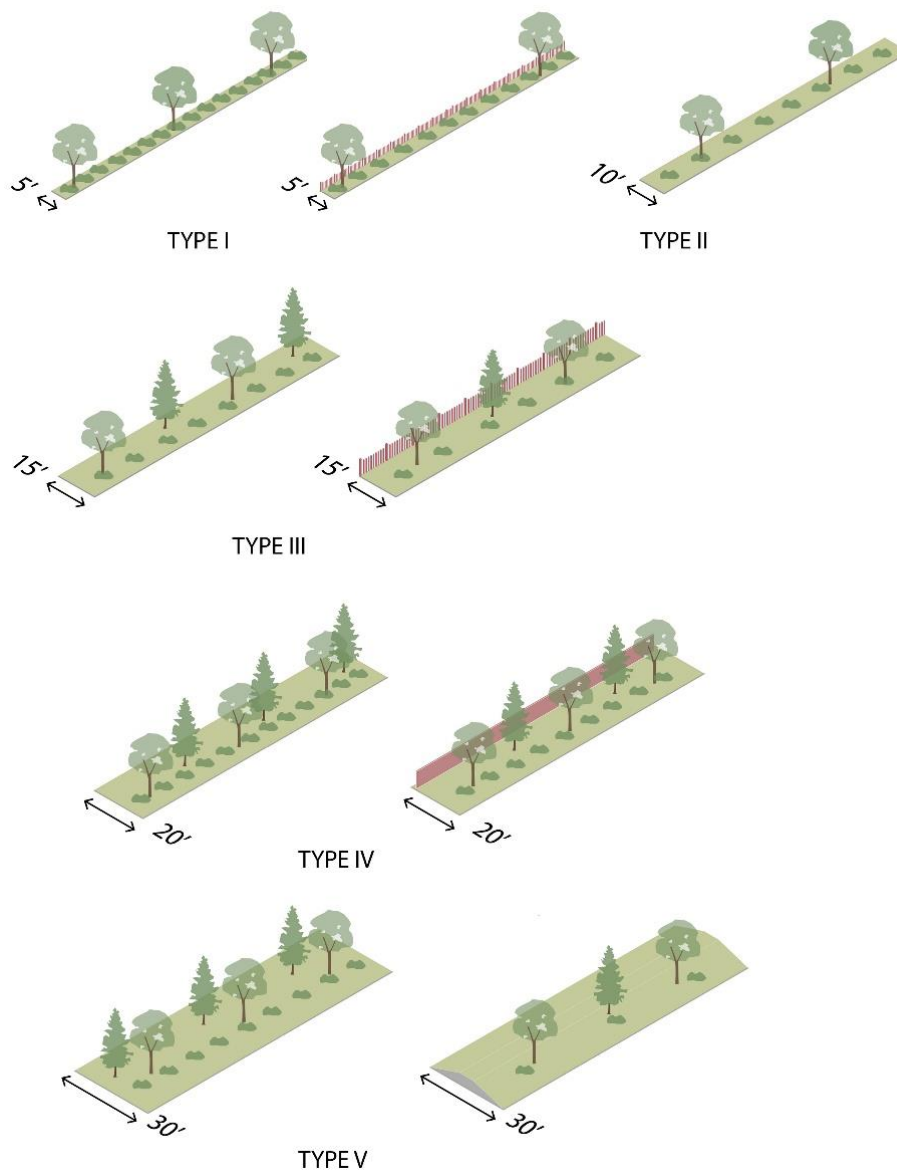
Figure 24-8-8 Planting layers

- b. **Perimeter Planting.** The planting requirements in Table 24-8-2: Perimeter Design shall be used to create transitions or to buffer and screen more intense uses or elements of a site, according to the design objectives of this section. The perimeter width exists independent of and may include any setback, parking edge or other open space requirements, and whichever width is greater and whichever planting requirement is greater for each type of plan will control.

Table 24-8-2 Perimeter Design				
Perimeter Type & Application:	Width	Plant Requirements (per 100 linear feet)		
		Trees	Evergreen	Shrubs
Type I - Applied where any parking is within 20' of the right of way or along a public sidewalk	5'	3	n/a	32
Type II - Applied to: Medium to Low, and High to Medium land use transitions Perimeter of residential projects along collector streets; or perimeter of commercial and industrial projects along collector or arterial streets	10'	2	n/a	16
Type III Applied to: Very High to High land use transitions Perimeter of residential projects on arterial streets; or perimeter of commercial or industrial projects along highways, expressways, or freeways	15'	2	2	16
Type IV - Applied to High to Low, and Very High to Medium land use transitions	20'	3	3	24

Table 24-8-2 Perimeter Design

Perimeter Type & Application:	Width	Plant Requirements (per 100 linear feet)		
		Trees	Evergreen	Shrubs
Type V - Applied to perimeter of residential projects along highways, expressways, or freeways	30'	3	3	36
Design Details & Alternatives:	Shrub amounts may be reduced by 50% along ROW where a property fronts on the street; or be designed according to the frontage standards in Section 24-503.c and 24-603.c All landscape requirements may be reduced by 25% if used in combinations with decorative walls and fences meeting applicable fence standards or with berms meeting 24-803.f.			

**Figure 24-8-9 Perimeter design.**

- c. **Perimeter Locations.** Perimeter landscape required in Table 24-8-2, Perimeter Design, and shall generally be located based on the land use intensity in Table 24-8-3, Perimeter

Application. Perimeter landscape shall be required on lots of the more intense level of development. However, perimeter landscape may be required on lots of lower intensity in association with the platting process when located near existing higher-intensity uses.

Table 24-8-3: Perimeter Application	
Intensity	Land Use
Low-intensity Use	<i>Residential:</i> detached house, multi-unit house, row house, and small-lot apartment building types <i>Institutions:</i> churches, schools, public facilities including recreation fields, community swimming pools and similar facilities. <i>Commercial:</i> offices, day-care, and similar non-retail services 2 stories or less
Medium-intensity Use	<i>Residential:</i> medium-lot apartment, large-lot apartment, or apartment complexes <i>Commercial:</i> neighborhood retail (under 3K s.f.), or office uses (3 stories or more); neighborhood service uses (non-drive-up service), or similar uses that typically do not operate between 10 PM and 7 AM
High Intensity Use	<i>Commercial:</i> general commercial uses that may be larger scale (over 3K), higher intensity (repair shops, gas stations, or drive-up services), or similar uses that typically operate beyond 10 PM. <i>Industrial:</i> light manufacturing and research facilities - Any other commercial or industrial use under 3,000 square feet of gross floor area
Very High-intensity Use	<i>Commercial:</i> Commercial uses with outside sales or storage; outside commercial recreation; vehicle or heavy equipment sales and storage <i>Industrial:</i> heavy industrial and manufacturing uses - Other commercial or industrial properties typically greater than 20,000 square feet gross floor area.
Oil & Gas	Reductions to perimeter landscape requirements for oil and gas sites located in non-urbanized areas may be approved by the Director on a case-by-case basis, considering the context of the site and long-term anticipated development patterns in the area.

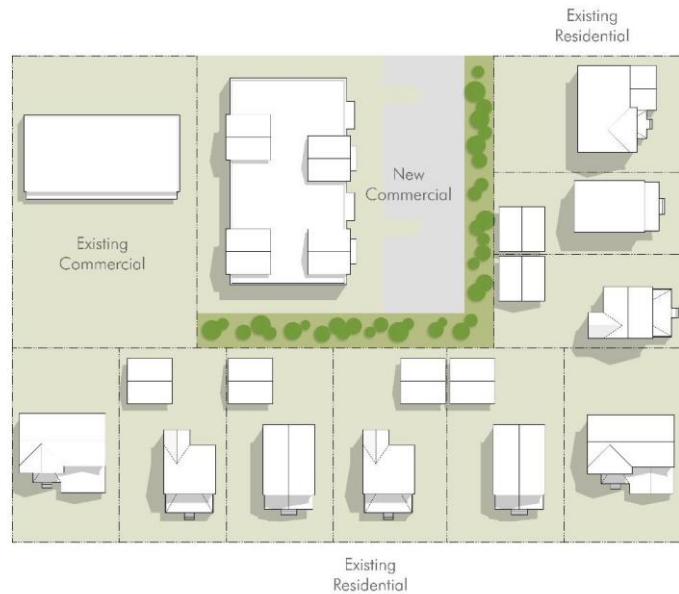


Figure 24-8-10 Perimeter treatment along differing land uses

- d. **General Screening.** All of the following shall be screened from streets or adjacent property by placement of buildings or open space, dense evergreen vegetation, a decorative solid fence or wall complementing the architectural details and materials of the building, or a combination of these screening strategies. Where the design of the building, frontages, open space, buffers, and other site requirements do not adequately screen these elements, the Director may require additional planting to achieve the design objectives of this section.
1. Electrical and mechanical equipment such as transformers, air conditioners, or communication equipment and antennas whether ground-, wall- or roof-mounted.
 2. Permanent or temporary outdoor storage areas.
 3. Trash enclosures.
 4. Utility stations or fixtures.
 5. Delivery and vehicle service bays, except that bays do not need to be screened from adjacent property with the same or more intense zoning.
 6. Large blank walls visible from public streets, public or common areas or other sensitive boundaries in association with the buffer standards.
 7. Non-residential parking lots, or multi-family parking lots over 10 spaces, adjacent to residential lots.
- e. **Alternative Compliance.** Alternative compliance to the perimeter landscape standards in this Section may be authorized according to the process and criteria in Section 24-208, Alternative Compliance, and the following additional criteria:
1. Projects with vegetative water quality ponds, bio-swales, or prominent native or xeric landscape designs that lead to better water resource management and improved water quality may request up to a 25% reduction in the landscape materials.
 2. Projects that incorporate improved civic spaces and streetscapes beyond those required by the subdivision standards or development standards, and which provide active gathering places on the site with seating, public art, or other enhanced architectural hardscape and amenities, may request up to a 25% reduction in the perimeter landscape standards.
 3. Projects that retain significant amounts of existing trees, plant or animal habitat, or other natural areas, and which result in improved aesthetic or environmental performance, may request up to a 25% reduction in the perimeter landscape standards.
 4. Areas where a compatible mix and relationship of different land uses is better achieved through the enhanced design of buildings, streetscapes, and civic spaces, and where it results in a compact, walkable pattern may request a waiver of the perimeter standards.

24-804 Plant Specifications

- a. **Design Objectives.** The plant specifications have the following design objectives:
1. Ensure the longevity and survival of landscape investments with proper species, location, installation, and maintenance of plants.
 2. Promote regionally appropriate strategies, including limiting the risk of disease or infestation through diversity of urban forest materials on an area- or city-wide basis.
 3. Establish minimum standards that balance immediate conditions with reasonable long-term growth and performance of landscape plans.
 4. Require water-efficient strategies in terms of the water needs of landscape plans, and the continued operations and maintenance of sites.
- b. **Species.** All trees and shrubs shall be selected and planted according to Greeley's official landscape manual. In addition to any species on these lists, alternatives may be proposed and approved as part of the site plan provided they:
1. Are documented by a landscape architect or other credible information comparable in type and performance to any species on this list;
 2. Are adaptable to the climate of the Front Range region and the specific conditions in which they are proposed; and
 3. Are not invasive or otherwise problematic to the overall health of the landscape.
- c. **Plant Specifications.** All landscape materials shall be healthy at the time of planting and be selected for their native characteristic or survival in the climate for the Front Range region. Species, specifications installation, and maintenance shall otherwise be according to American National Standards Institute (ANSI) standards. Plants shall meet the following specifications at planting:

Table 24-8-4: Plant Specifications

Type	Specification
<i>Tree (large, shade)</i>	2" DBH; mature height of 30'+
<i>Ornamental Tree</i>	1.5" DBH ; 8' to 10' minimum planting height for multi-stemmed; mature height 15' – 25'
<i>Evergreen Tree</i>	6' minimum planting height; Mature height of 10'+; Evergreens with mature heights of 20' or more may be classified as large trees.
<i>Shrub</i>	Volume #5 (ANSI Standards)
<i>Perennials</i>	Volume # 1 (ANSI Standards); Volume # 2 (ANSI Standard) if substitution for shrubs
<i>Ground Cover</i>	Areas designed for vegetative cover shall have 50% ground cover at the time of planting and full coverage within 2 growing seasons
<i>General</i>	Plants used for screening and buffers shall achieve the required opacity and function in its winter seasonal conditions within 2 years following planting.

- d. **Xeric Guidelines.** Projects that incorporate xeric planting design in streetscapes, outlots, and common open space areas, may request a raw water reduction subject to review and approval by the Water and Sewer Department. Landscape plans are recommended to conserve water with landscape materials and design techniques using the following xeric principles.
1. Reduce water demand by grouping plants with similar water requirements together. Water-efficient, drought-tolerant, pollinator gardens and xeric landscaping are encouraged to be planted together to promote water conservation
 2. Limit high-irrigation turf and plantings to appropriate high-use areas with high visibility and functional needs, and use water-efficient or drought-tolerant grasses.

3. Use drought-tolerant plants suitable to the region, with low watering and pruning requirements.
 4. Incorporate soil amendments and use of organic mulches that reduce water loss and limit erosion. All plant areas should receive soil amendments of at least 3 cubic yards per 1,000 square feet.
 5. Install efficient automatic irrigation systems that incorporate water conservation measures, including spray heads for ground cover, drip irrigation for shrubs and trees, and high-efficiency or precision nozzles. Provide regular and attentive maintenance to ensure irrigation systems are functioning properly.
 6. Alternative sources of irrigation for all landscape areas is encouraged.
- e. **Installation and Maintenance.** All landscape plans shall include installation specifications, method of maintenance including a watering system and statement of maintenance methods.
1. The developer, owners' association, property owner and/or tenant, shall be responsible for maintaining all on-lot plantings, right-of-way landscaping, or other landscaping in common areas.
 2. All elements of an approved landscape plan including plant materials shall be considered elements of the project in the same manner as parking, buildings or other details.
 3. Prior to the installation of turf-grass and/or other plant materials in areas that have been compacted or disturbed by construction activity, such areas shall follow soil amendment procedures pursuant to Title 14.08 and the Water and Sewer lawn installation specifications.
 4. Installed landscape material may be inspected periodically throughout the life of a development.
 5. Plant material that fails to grow within a 3-year period from the certificate of occupancy or which exhibits evidence of insect pests, disease, and/or damage shall be appropriately treated, and any plant in danger of dying is considered a violation of the site plan approval. The Director may order that the plants be removed and replaced, or otherwise enforce this as a violation of this code.
- f. **Berms.** Where earthen berms are used as part of the buffer or screen requirements, they shall meet the following specifications
1. Berms shall have a slope not exceeding a horizontal to vertical ratio of no less than 3:1 ratio to no greater than a 4:1 ratio for turf-grass mowing, and must have a crown width of at least 2 feet.
 2. All berms, regardless of size, shall be stabilized with grasses, especially at the crown.
 3. Berms proposed to be placed along street rights-of-way shall be designed and constructed to provide adequate sight distances at intersections and shall not impair the safe operation of vehicles.

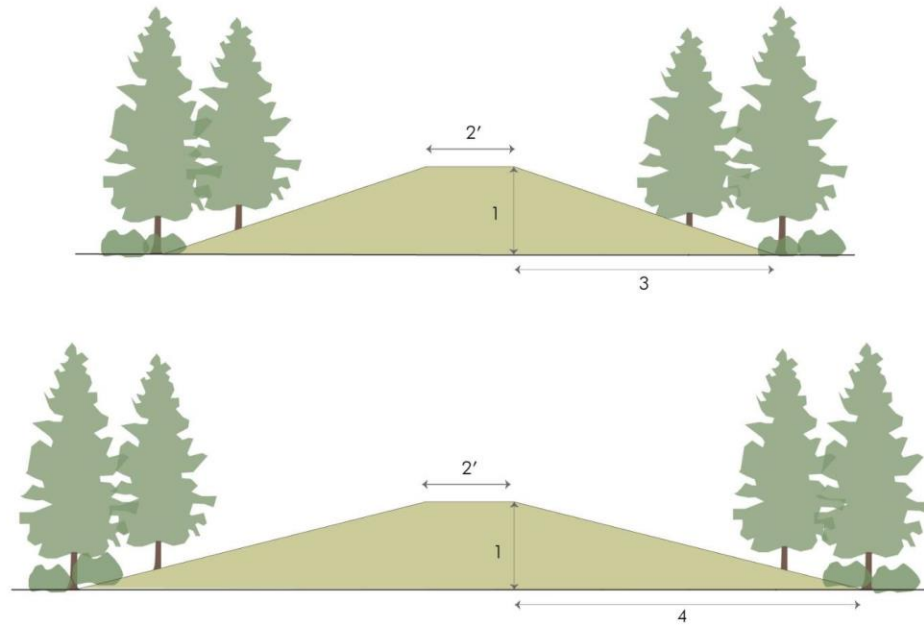


Figure 24-8-11 Earthen berms

- g. **Stormwater Treatment.** Landscape amenities that incorporate stormwater treatment are recommended. Techniques such as bioswales, water quality ponds, and rain gardens should be used to infiltrate runoff from parking lots, streets, civic spaces, and other impervious surfaces. Native grass or native grass seed shall be planted in detention and retention ponds and areas not highly trafficked by pedestrian activity. Landscape areas that are part of the stormwater system shall adhere to the Storm Drainage Design Criteria and Construction Specifications and the Urban Design Criteria Manual.



Figure 24-8-12 Bio-retention facilities

- h. **Irrigation Systems.** All major and minor development shall have an automatic irrigation system for all landscape areas, meeting the requirements of the Storm Drainage Design Criteria and Construction Specifications, and including the following:

1. Irrigation systems for major development shall require review and approval by the Water and Sewer Department.
 2. Irrigation systems shall be designed and maintained to minimize overspray and runoff onto adjacent impervious surfaces, such as roadways, sidewalks, and parking lots.
 3. Trees, shrubs, and plantings in bed areas, such as landscape islands, shall be designed to group plants with similar water requirements and be irrigated by drip, bubbler systems, low volume spray heads and/or subsurface irrigation systems.
 4. A temporary irrigation system is only allowed where native grass has been installed on an undeveloped lot or part of a developed lot, an outlot, or retention or detention pond., Plants shall be established within three to four growing seasons and shall comply with the re-vegetation standards as provided in the Storm Drainage Design Criteria and Construction Specification. After native grass is established, the temporary irrigation must be removed within three months after establishment is complete.
 5. An irrigation audit shall be required following the installation of the irrigation system.
 6. The Director may waive the requirement for irrigation systems for minor development or to facilitate infill development or redevelopment of existing sites without irrigation.
- i. **Alternative Compliance.** Alternative compliance to the plant specification standards in this Section may be authorized according to the process and criteria in Section 24-235, Alternative Compliance, and the following alternative criteria:
1. Projects with vegetative water quality ponds, bio-swales, or prominent native or xeric landscape designs that will lead to better water resource management and improved water quality may request equal or better alternates to the specifications in this section.
 2. Projects that include plantings with demonstrated superior survival rates in the Front Range climate, or which have reduced maintenance may request equal or better alternates to the specifications in this section.

Reserved Sections 24-805 through 24-900

Section 4. The Greeley Municipal Code shall be amended by adding thereto a new Chapter 9 of Title 24 to read as follows:

Chapter 9 Sign Standards

- 24-901 Intent and Applicability
- 24-902 Exempt Signs
- 24-903 Prohibited Signs
- 24-904 Standards Applicable to All Signs
- 24-905 Specific Sign Allowances
- 24-906 Historic signs
- 24-907 Nonconforming Signs
- 24-908 Sign Measurements & Interpretation
- 24-909 Relief From Standards
- 24-910 Sign Chart

24-901 Intent & Applicability

- a. **Intent.** The intent of the sign standards is to:

1. Create an attractive aesthetic environment in the City.
2. Enhance the quality and civic design of the community through the visual priority of buildings, streetscapes, open spaces, landscapes, and other investments in the public realm.
3. Ensure that signs preserve and contribute to the unique character of distinct places and districts.
4. Promote compatibility and tailor sign allowances to the particular location, street, and site.
5. Promote safety of pedestrians, motorists, or other users of the public rights-of-way with proper location, construction, design, operation, and maintenance of signs.
6. Improve economic viability by assuring that the City is a visually pleasant place to visit, conduct business, and live.
7. Provide effective identification and communication for businesses, public places, neighborhoods, institutions, and other community destinations without excessive competition for visual attention.
8. Protect property values and investments by minimizing adverse effects of signs on adjacent property.
9. Ensure that the constitutionally guaranteed right of free speech is protected through appropriate standards for signs as a way of public communication.
10. Encourage lawful nonconforming signs to come into full compliance with these regulations.

b. **Applicability.** The provisions in this Chapter shall apply to all signs within the City.

1. *Permits.* All signs, including the replacement, repair, or major alteration of a sign, require a permit prior to installation unless specifically exempted by Section 24-902. Fees for sign permits are as established in Section 24-201.a. of the Development Code. Community Development Department staff shall review sign applications for consistency with this Chapter, and the Building Official shall be responsible for issuing sign permits.
2. *Change of copy.* Once a structure receives legally conforming status from the City, the sign copy may thereafter be changed without a permit. All other copy changes, such as painted signs or channel lettering, shall require a sign permit. Where a sign frame or structure has been approved as a changeable copy sign, subsequent changes of copy only shall not require a permit.
3. *Interpretation.* This Chapter is not intended to and does not restrict speech on the basis of its content, viewpoint, or message. No part of this Chapter shall be construed to favor commercial speech over non-commercial speech. Messages may be changed without the need for any approval or permit, provided that the size and structure of the sign are not altered. To the extent any provision of this Chapter is ambiguous, the provision shall be interpreted not to regulate on the basis of the content of the message.
4. *Abandoned Signs.* Abandoned signs must be removed or covered upon determination of their abandonment. At the time that either a portion or all of a sign, sign frame, sign components, or sign supporting structure are no longer in use for a period of 90 consecutive days, the sign frame, sign components, or sign supporting structure shall be brought into conformance by removal or the placement of a new permitted conforming sign, components and structure.

24-902 Exempt Signs

The following signs are exempt from the sign permit process provided the sign meets all other applicable requirements of this Chapter and any other applicable building and electrical code. Unless specifically noted, exempt signs do not count towards the sign allowance specified for applicable the zoning district.

Any sign beyond the limits of this section shall require a permit and be subject to other general sign limits and standards.

- a. **Required Signs.**
- b. **Temporary Signs.** Temporary signs associated with approved temporary uses under Section 24-1297, provided that the schedule for display and removal of the signs is set out in the temporary use permit:
- c. **Construction Site Sign.** Up to three site signs per street frontage are allowed as follows:
 1. Construction Site signs on H-A, C-D, and all residentially zoned properties shall not exceed 7 square feet of sign area per face and 5 feet in height. Properties greater than 2.5 acres are allowed up to one thirty-two-square-foot sign.
 2. Construction Site signs on nonresidential zoned properties with less than two hundred 200 feet of lot frontage shall not exceed 24 square feet of sign area per face and 8 feet in height;
 3. Construction Site signs on nonresidential zoned properties greater than two hundred 200 feet and less than 500 feet of frontage shall not exceed 32 square feet of sign area per face and 8 feet in height;
 4. Construction Site signs on nonresidential zoned properties with greater than five hundred 500 feet of frontage shall not exceed 64 square feet per sign face and 10 feet in height; and
 5. The sign may be displayed no more than 45 calendar days before and 45 calendar days after the completion of construction.
- d. **Cornerstone Sign.** A cornerstone may be up to a total of 4 square feet in size.
- e. **Directional On-premises Sign.** A property may have any number of directional on-premises signs sufficient to safely direct customers to key locations; however, each shall not exceed 6 square feet in size per face, nor 5 feet in height. Such signs shall not include the business name or logo but may include a single background color associated with the business.
- f. **Yard and Site Signs.** Yard signs and site signs are allowed in all zoning districts and are subject to the following provisions:
 1. The total cumulative sign area allowed for yard signs is as follows:

Table 24-9-1: Yard and Site Signs

Lot Size	Less than ¼ acre	Over ¼ acre to 1 acre	Over 1 acre to 3 acres	Over 3 acres to 5 acres	Over 5 acres
Sign Allowance (cumulative square feet)	64 square feet	128 square feet	192 square feet	224 square feet	256 square feet

2. No individual sign shall have a sign area that exceeds 32 square feet.
3. Yard signs and site signs may be located on a property only with the consent of the property owner, authorized property manager, or legal tenant.
4. In no event shall a yard sign or site sign be posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard. If any yard sign exceeds 6 square feet, it is counted towards any applicable standards of Section 24-902.c.
- g. **Flag.** Flags are allowed which do not exceed a maximum size of 150 square feet in size per flag. A total of 300 square feet flag area is allowed per property.
 1. No part of any flag when fully extended shall protrude over any public right-of-way or property line in any direction.

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2. The freestanding maximum mounting height of flags shall be equal to or less than the maximum building height allowed in the zone district in which the flag is located or 10 feet above the height of the principal structure on the premises, whichever is less.
 3. The flag pole for any individual flag over 100 square feet must be set back at least equal to the flag pole height from the property line.
- h. **Holiday Decoration.** Temporary decorations, lighting, or displays which are clearly incidental to and customarily and commonly associated with any national, state, local, religious, or commonly celebrated holiday shall be displayed not more than 60 days prior to the holiday and no more than 30 days after the holiday. The decorations may be of any type, number, size, location, illumination, or animation if the decorations are located so as not to conflict with traffic regulatory devices or create a traffic hazard.
 - i. **Incidental Sign.** The combination of incidental signs shall not exceed 1.5 square feet in sign area per building entrance.
 - j. **Interior Signs.** Signs within a building, or other signs Interior to a development and not legible beyond the boundaries of the property on which they are located, and which are not intended to attract off-site attention, shall not be counted for the purpose of zoning regulations toward sign calculations.
 - k. **Portable Sign.** One portable sign is allowed per storefront if it can meet all of the following conditions:
 1. Is located within 20 feet of the principal public entrance to the tenant or occupant that displays the sign;
 2. Is no larger than 6 square feet per face and no greater than 48 inches in height;
 3. Is located outside of clear vision zones in Section 24-301.d.2;
 4. Is in place only during hours of operation;
 5. Is not posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard;
 6. Two immediately adjacent tenants or occupants may share a single sign, not to exceed the standards listed above; and
 7. Any portion of a portable sign located within the public right-of-way must be authorized by a right-of-way revocable sign permit from the City.
 - l. **Public Sign.** Public signs may be of any type, number, area, height above grade, location, illumination, or animation required by the law, statute, or ordinance under which the signs are erected. Public signs, government signs, and signs on public bus benches and/or shelters in the right-of-way shall not be subject to a right-of-way revocable sign permit. Signs on governmental property outside of the right-of-way shall require a right-of-way revocable sign permit.
 - m. **Subdivision or Multifamily Entry Signs.** Detached wall signs or monument signs that are located within 40 feet of a street intersection that provides entry into a subdivision or multifamily complex, provided that they are no greater than 20 square feet in sign area, including all sign faces, and not greater than 6 feet in height. Two residential complex identification signs are allowed per intersection.
 - n. **Vehicle Signs.** It shall not be a violation of this Chapter if the vehicle to which a sign is mounted, painted, or otherwise affixed is used for travel between home and work or is temporarily parked away from the business premises while being used to provide the business' services or products, or as personal transportation for the vehicle operator. A parked vehicle that contains or displays signs is allowed when;
 1. The sign does not extend more than 1 foot above the roofline of the vehicle;
 2. The vehicle is not illuminated or does not have flashing signs;
 3. The vehicle is licensed and operable; and
 4. The vehicle is in use or legally parked.

- o. **Wind-Driven Devices.** The following devices, which are designed to move with wind or forced air, are allowed as follows, provided that signs are not affixed to the device:
1. **Pennant.** A pennant flag may be a maximum of 1 square foot per flag face, and pennant lines shall be no longer than the front lot line or exceed the height of the building. For residentially zoned properties, pennants are allowed for open house events only three days per year. For commercial and industrial zoned properties, pennants are allowed on a single property for any length of time, provided they are maintained and in good condition.
 2. **Ground Kite.** Ground kites are allowed only in commercial or industrial zoned properties as follows:
 - a. Ground kites shall be affixed to the ground and shall not exceed 2 feet wide and 8 feet tall.
 - b. One ground kite is allowed for every 25 feet of lot frontage.
 3. **Sky Dancer.** Sky dancer devices are allowed only in commercial and industrial zoned properties as follows:
 - a. Sky dancers shall be affixed to the ground and shall not exceed 2 feet wide and 8 feet tall.
 - b. One sky dancer is allowed for every 50 feet of lot frontage, with a maximum of three for each property.
 4. **Wind Signs.** Wind signs cannot be used in combination on a property, unless approved in advance with a temporary sign permit.
- p. **Window Sign.** A window sign is allowed but shall not exceed 25% of the glass surface of individual window panes visible from the public right-of-way.

24-903 Prohibited Signs

Except for signs within buildings and not legible or intended to attract the attention of persons outside the building, or signs interior to a development, the following signs are declared to be a public nuisance and are prohibited in all zoning districts of the City. They must be removed unless determined to be legally nonconforming except as provided in Section 24-907.

- a. Exposed incandescent, high-intensity exposed light bulbs. The use of exposed light bulbs independently or as a sign or portion of a sign visible from any property line on which the sign is located is prohibited.
- b. Flashing, animated or imitating signs, including signs that have moving, blinking, chasing, scrolling, or other animation effects. Signs either inside (including but not limited to: open signs and electronic display signs, etc.) or outside of a building and which are legible from a public right-of-way must be removed except as follows:
 1. Time and temperature messaging, which changes its message instantly and does not change copy more frequently than every once every three seconds;
 2. Electronic message boards used by the City or other public agency to address a health, safety, or welfare matter; or
 3. Electronic message boards which do not change copy more frequently than every once every 30 seconds as otherwise permitted in this Chapter.
- c. Imitating sign. Regardless of any clear safety concerns are present.
- d. Off-premises signs, except as follows:
 1. Temporary real estate signs which are located on a common area outlot, approved by the property owners association; and

2. When two or more adjacent landowners co-locate signs on a single sign structure or on a shared property line through a legally binding agreement. For purposes of this provision, the combined lot frontage is used to determine the number of signs allowed.
- e. Nongovernmental signs on public utilities. No sign may be attached to utility poles or other public structures within the public right-of-way, except as specifically authorized by the City.
- f. Roof signs.
- g. Right-of-way signs. Except as otherwise permitted elsewhere in this Chapter, no signs other than regulatory signs are allowed in the public right-of-way, except as provided by a right-of-way revocable sign permit.
 1. In addition to all other enforcement authority available to the City, the City may also remove or cause to be removed any illegal or unauthorized sign from the public right-of-way without notice to any party. The cost of removal as may be assessed by the City is the responsibility of the owner of the sign or, if unknown, the property owner.
 2. The City shall have the authority to dispose of all unauthorized or illegal signs removed from the public right-of-way without notice to the owner of such signs. The cost of removing and storing of removed signs as may be assessed by the City shall be the sole responsibility of the owner of the sign.

24-904 Standards Applicable to All Signs

- a. **General Standards.**
 1. With the exception of real estate, election, ideological, and prohibited activities signs, signs shall not be permitted unless there is a primary structure on the parcel.
 2. All signs shall comply with the adopted building and electrical codes, Model Traffic Code, Historic Preservation, and other codes and ordinances as adopted by the City. All electric signs shall comply with and bear independent testing laboratory labels. In the event of any conflict between any of these codes or ordinances and this Chapter, the more restrictive provision shall apply.
 3. No person may damage, destroy, trim or remove any trees or shrubs located within the public right-of-way for increasing visibility of a sign. The Director may authorize this work through an approved use by special review, site plan, or any other land use zoning permit.
 4. All signs shall be designed to be consistent and compatible with the character of the principal buildings to which the signs relate, including the use of similar or complementary colors and materials in the design and construction of signs and their surroundings.
- b. **Sign Lighting.** Signs may be internally illuminated, backlit, or illuminated by down-lighting or by ground-mounted light fixtures that illuminate only the sign face and base and shall conform to the following:
 1. Illuminated signs on the C-D, H-A, and all residentially zoned properties or illuminated signs on commercial or industrial zoned properties immediately adjacent to residentially zoned properties shall either have an opaque background and translucent letters or letters without background lighting;
 2. In no case shall sign lighting create more than one-tenth (0.1) foot-candle impact on habitable residential uses in residentially zoned areas;
 3. Neon lighting shall only be permitted within the lettering or logo of a sign;
 4. Illumination of the sign face by down-lighting or ground-mounted light fixtures shall not exceed 50 foot-candles as measured on the sign face; and
 5. Flashing or strobe lighting shall not be permitted, whether used as part of a sign or to draw attention to a site or location.
- c. **Construction and Maintenance Standards.**

1. All signs and sign parts, portions, and materials shall be manufactured, assembled, and erected in compliance with all applicable state, federal, and City regulations and the adopted building and electrical codes.
2. All signs, including those exempt from sign permits, shall be maintained and kept in good repair, and in conformance with the original sign permit. A sign that is maintained and kept in good repair shall meet the following criteria:
 - (a) All sign supports, braces, guy wires, anchors, and related screening are kept in repair, in a proper state of preservation, including as may be required by Section 24-803.d. General Screening.
 - (b) There is no evidence of deterioration, including chipped or peeling paint, rust, corrosion, fading, discoloration, broken or missing sign faces, text, logos, graphics, or other elements of the sign.
 - (c) There are no missing, flickering, or inoperative lights that create a perception of deterioration or abandonment of the sign.
3. Where repairs involve a nonconforming sign, the provisions of Section 24-907 shall also apply.
4. Any non-maintained sign shall be repaired or replaced within 15 calendar days following notification from the City. Noncompliance with such notice shall constitute a nuisance subject to enforcement actions.
5. Signs, their structures and supports, and related screening shall be constructed of materials normally and typically intended to be used for such items.

24-905 Permitted Sign Allowances

This section provides allowances and standards for specific types of permitted signs.

- a. **Awning Sign.**
 1. Awning signs greater than 25% of the exterior surface of the awning shall be permitted as and count to the wall sign allowance.
 2. The entire surface of the awning shall be considered the sign.
 3. The entire illuminated exterior area of an internally illuminated sign shall be included in the calculation of the sign area.
 4. Any portion of an awning sign projecting over the public right-of-way must obtain a right-of-way revocable sign permit.
- b. **Canopy Sign.**
 1. If the canopy is attached to a building, all or a portion of the available wall sign allowance may be transferred to the canopy, subject to setback provisions.
 2. If the canopy is a freestanding structure, all or a portion of the available freestanding sign allowance may be transferred to the canopy, subject to setback provisions and height.
- c. **Electronic Messaging Display (EMD).**
 1. EMD signs are allowed only in the C-L, C-H, I-L, I-M, I-H, and PUD zone districts, and for institutional uses in any district. EMD signs require a site plan review subject to the process and criteria in Section 24-207. An EMD sign in the C-L zone district or for institutional uses in any residential district is limited in hours of operation from 6:00 a.m. to 10:00 p.m.
 2. The area of the EMD shall not exceed 50% of a sign face.
 3. The EMD shall contain static messages only, with changes only occurring instantly, through dissolve or fade transitions, or with the use of other subtle transitions and frame effects. No message, image, change, or transition shall have the appearance or optical illusion of movement, including any illumination, flashing, scintillating or varying of light intensity.
 4. The displayed message shall not change more frequently than once per 30 seconds.

5. The EMD shall have automatic dimmer software or solar sensors to control brightness for nighttime viewing. The intensity of the light source shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare. Lighting from the message module shall not exceed 600 nits (candelas per square meter) between dusk and dawn as measured from the sign's face.
6. Applications for sign permits containing an electronic display shall include the manufacturer's specifications and initial nit (candela per square meter) rating and dimming method.
7. All existing electronic message displays that contain an electronic changeable copy module which does not comply with the provisions of this Section shall be made to conform to the duration of copy provisions upon the effective date of the ordinance approving such provisions.
8. Any premise that contains an outdoor electronic message display shall not be allowed any temporary signs (per Section 24-905.i.).

- d. **Freestanding and Monument Signs.** Table 24-9-2 provides the allowance for permitted freestanding signs:

Table 24-9-2 Freestanding & Monument Sign Allowance		
	<i>R-H, C-L, and Institutional Uses in any Residential District</i>	<i>C-H, I-L, I-M, I-H</i>
Size	33 s.f. Plus 1 s.f. for each 1' setback over 50', up to a maximum of 150 s.f.	50 s.f. Plus 1 s.f. for each 1' setback over 50', up to maximum of 250 s.f.
Height	6'	12' plus 0.26' for each 1' setback over 50', up to a maximum of 25'
Quantity		
< 200' of frontage	1 freestanding sign in place of one allowed wall sign; OR Allocate a percentage of the wall sign allowance to a freestanding sign, provided the cumulative wall and freestanding sign size does not exceed the maximum allowed for either category.	
200' – 499' of frontage	1 free standing sign	
500' + of frontage	2 free standing signs	

1. Freestanding signs in the H-A, C-D, R-E, R-L, R-M, and R-MH are only allowed through Section 24-902, Exempt Signs.
2. All freestanding signs shall have a base covering at least 25% of the sign width, unless there is less than 2 feet clearance from the bottom of the sign.
3. Where two or more property owners share a common lot line, the property owners may combine the lot frontage for the purpose of sharing a freestanding sign on or near the common lot line.
4. If a lot has more than one street frontage, such as with corner lots, up to two cumulative lot frontages may be used to determine the maximum number of signs.
5. Noncontiguous lot frontage is calculated separately.

- e. **Projecting Wall Sign.**

1. A projecting sign shall not be higher than the top of the wall or the bottom of the roof eave.
2. A projecting sign must have 8 feet clearance from grade and may not extend more than 4 feet from the building wall except where the sign is an integral part of an approved canopy or awning.
3. A projecting sign is included in the total wall sign allowance.
4. A projecting sign over public right-of-way must obtain a revocable sign permit.

- f. **Wall Signs.** Table 24-9-3 provides the allowance for permitted wall signs:

Table 24-9-3: Permitted Wall Sign Allowance			
Zone District	Principal Building Frontage	Secondary Building Frontage	Maximum Area per Sign
H-A, C-D, R-E, RMH, R-L and R-M	N/A	N/A	N/A
R-H	.25 sq. ft.	N/A	40 s.f., plus 1 s.f. for each 1' setback over 50', up to maximum 150 s.f.
C-L	1 sq. ft.	.5 sq. ft.	
C-H and I-L	1.5 sq. ft.	1 sq. ft.	60 s.f., plus 1 s.f. for each 1' setback over 50', up to maximum 200 s.f.
I-M and I-H	2 sq. ft.	1 sq. ft.	90 s.f., plus 1 s.f. for each 1' setback over 50', up to maximum 250 s.f.

1. No wall sign may be attached to or displayed against any parapet wall that does not extend at least 75% of the perimeter of the roof enclosed by the parapet. No sign shall exceed the height of the parapet wall. This standard does not apply to an existing building as of the date of the adoption of the Code.
 2. No wall sign may extend above the roof-line of a building except as permitted on a parapet wall.
 3. No wall sign may be displayed on the wall of a mechanical room or penthouse or other such enclosed space which is not habitable by the occupants of the building.
 4. No sign, including any light-box or other structural part, shall exceed a depth of 20 inches.
- g. **Public and Institutional Uses.** Nonresidential institutional and public uses allowed in residential districts shall comply with the R-H zoning district sign standards. Public schools are encouraged to comply with the same standards as other public or institutional uses.
- h. **Planned Unit Development (PUD).** The provisions in this Chapter shall be used to guide signs within Planned Unit Development (PUD) requests. Proposed PUD development may include a specific and coordinated sign plan with standards that address size, height, design, lighting, color, materials, location and method of construction of all signs planned within the PUD. Absent a specific sign plan, the City shall apply sign standards closest to the zone district the PUD land uses represent. The City Council may impose alternate standards relating to signs if it is determined that there are commensurate design trade-offs proposed for signs through the procedures and criteria in Section 24-205.
- i. **Temporary Signs.**
1. Temporary signs shall be allowed per tenant in addition to the amount of permanent signs that is otherwise permitted. Except for signs exempt from permits in Section 24-902, temporary signs shall require a temporary sign permit according to the standards of this section.
 2. The total amount of temporary signs shall not exceed 33 square feet in all residential zones and C-L zones or 50 square feet in all other commercial and industrial zones.
 3. Temporary signs shall be allowed for any individual commercial or industrial use for no more than a total of 60 days in any calendar year.
 4. If more than one temporary sign is proposed, each sign will count towards the total calendar year allowance (i.e., 3 signs for 20 days = 60 days). The total sign area for all signs shall not exceed the total amount of temporary sign allowance.
 5. Temporary signs associated with a temporary use under the provisions of Section 24-405, Temporary Uses shall be limited to the duration of the temporary use, not to exceed

more than 90 days in any calendar year. The temporary sign permit may be extended for up to an additional 30 days, provided the Community Development Director has granted an extension of the associated temporary use.

6. Any property that contains an outdoor electronic messaging display shall not be permitted to have an additional temporary sign allowance.
7. Balloons, inflatable signs and other inflatable objects containing text and/or graphics, which have a total visible area (individually or combined) that does not exceed 33 square feet shall be considered a temporary sign and shall require a sign permit. Balloons that do not contain text and/or graphics shall not require a sign permit. No balloon, inflatable sign, or other inflatable objects shall exceed the height of the principal building on the site, shall not extend over the public right-of-way when fully extended, shall not impede pedestrian or vehicular traffic.
8. Searchlights or beacons shall be considered temporary signs, shall require a sign permit, and are allowed a maximum of three days per calendar year. Searchlights or beacons shall not be placed or used in such a way that impedes pedestrian or vehicular traffic, or results in light or glare at grade.

24-906 Historic Signs

- a. Notwithstanding any other provisions of this Chapter, a historic sign may be kept, used, owned, maintained, and displayed subject to the following provisions:
 1. The sign has been designated as a historic landmark by the Greeley Historic Preservation Commission (HPC) and
 2. The sign is structurally safe or is capable of being made structurally safe while maintaining its historic character. All structural repairs and restoration of the sign to its original condition shall be made within 365 calendar days of designation of the sign as a historic landmark and shall be subject to approval by the HPC prior to any work commencing.
- b. All signs that have been designated as historic landmarks shall be exempt from Section 24-901.b.4. relating to abandoned signs if the sign continues to meet all of the requirements of this Section.
- c. For the purposes of this Section, if a historic sign has been moved from its original site, such sign shall no longer be considered a historic sign unless specifically so considered by the HPC. If such a sign is moved, a new sign permit shall be required for the new location.
- d. Words, symbols, or "ghost signs" that are painted, engraved or carved into a building and that no longer relate to the use or occupant of the building shall not be counted as a sign.

24-907 Nonconforming Signs

- a. A legal nonconforming sign or sign structure may continue to exist until one of the following conditions occurs:
 1. The sign has been abandoned and not reestablished for 90 consecutive days or longer.
 2. Other than for routine maintenance involving spot repainting, cleaning, or light bulb replacement that does not make substantial improvements, if repairs involve nonconforming sign alterations other than allowed in 9.04.C, compliance with all provisions of this Chapter shall be required.
 3. Changing the copy of an off-premises sign and nonconforming signs shall not be considered a change requiring compliance with this Chapter unless there is a change to the size; a change, or removal of, a support structure or frame, or a portion thereof,

whether replacing such structure or frame or not, and/or a change in the orientation of the sign.

- b. Lawfully nonconforming signs which are nonconforming due to size are included in the total sign allowance for the property as follows:
 - 1. If the excess signs are in the wall sign the amount greater than the allowed is considered a transfer to the freestanding sign allowance and the freestanding sign allowance is thereby reduced proportionally.
 - 2. If the nonconforming sign is freestanding, no transfer is allowed to the wall.
- c. Two or more legal, nonconforming, freestanding signs on the same lot may be combined into one new legal nonconforming sign. In this event, the maximum size of this new sign shall be 125% of the maximum size specified in Section 24-905.d. for the particular location and type of sign. This provision shall be utilized only one time per property.
- d. The Director may approve alternative compliance nonconforming sign proposals one time per property as long as the proposed alternative reduces all elements of the sign nonconformance, by at least 50%. This one-time provision may be used to address all nonconforming signs on the site or for only one nonconforming sign type on the site.
- e. Temporary signs, window signs, and dilapidated signs shall not be considered legal nonconforming signs.

24-908 Sign Measurements & Interpretation

- a. **Sign Area.** The area of a sign is measured by determining the total sign face, which includes the backing and the frame of the sign.
 - 1. The area of a sign shall be measured utilizing a single, continuous rectilinear perimeter of not more than 12 straight lines, the extreme limits of writing, representation, lines, emblems, or figures contained within all modules, together with any air space, materials or colors forming an integral part or background of the display or materials used to differentiate such sign from the structure against which the sign is placed. For replacement of existing signs, the applicant may choose to utilize an exact calculation of sign area in lieu of this requirement.
 - 2. A freestanding sign area and its support structure may be equal in size to one and one-half times the maximum-sized sign allowance at that location. The base of a monument sign shall not be counted as part of the calculation, provided that:
 - (a) The base does not account for more than one-third of the combined area of the sign face and the base; and
 - (b) At least 60% of the bottom edge of the sign, including its supports and structure, has contiguous contact with the ground. Where the base has an unusual shape, such as circular or diamond-shaped, the bottom of the base shall be determined by measuring at a point that is one-third of the distance from the ground to the top of the base; and
 - (c) Any portion of the base that contains a sign will be counted, with the exception of a numeral address that is clearly incidental to the sign.
 - 3. The area of a sign which has multiple sign faces not parallel to the right-of-way, such as V-shaped, triangles, or cubes, shall be calculated using the total of all faces which may be viewed at the same time from the public right-of-way or adjacent property.

4. All writing, representations, emblems, or figures forming an integral part of a display used on an awning to identify, direct or attract the attention of the public shall be considered to be a sign for the purposes of measurement.
 5. Internally illuminated awning signs that are translucent, with backlighting, shall include the entire area of the awning in the calculation of the sign area (see also 9.05.A.).
- b. **Sign Height.** The height of a sign shall be determined by measuring the vertical distance from the adjacent grade to the highest point of the sign or sign structure. For purposes of this section, "grade" as a point of measure shall mean either of the following, whichever yields a greater sign height:
1. The elevation of the highest ground surface within a five-foot horizontal distance from the leading edge of the sign, when there is less than a ten-foot difference between the highest and lowest ground surfaces within a five-foot horizontal distance from said sign; or

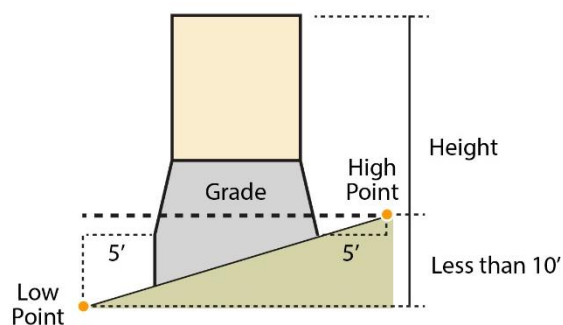


Figure 24-9-1: Sign height – grade change of 10 feet or less.

2. An elevation 10 feet higher than the lowest ground surface within a five-foot horizontal distance from the leading edge of the sign, when there is greater than a ten-foot difference between the highest and lowest ground surface within a five-foot horizontal distance from said sign.

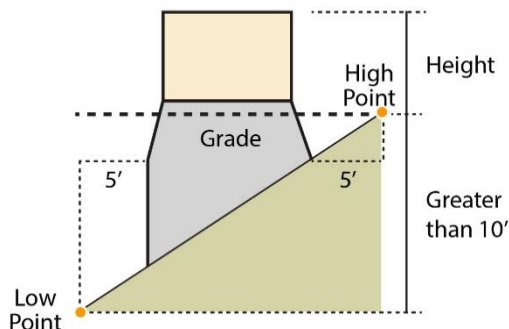


Figure 24-9-2: Sign height – grade change more than 10 feet

- c. **Orientation.** The principal orientation of any sign shall be determined by the Director in accordance with the intent and standards of this Chapter, street classification, and the following:
1. The orientation of a freestanding sign is to the nearest public right-of-way to which it is perpendicular or parallel;
 2. The orientation of a wall sign is to the nearest street with the highest traffic volume;
 3. The orientation of a projecting wall sign is to the nearest street with the highest traffic volume and to which the sign is most nearly perpendicular;

4. The orientation of all other signs, including canopy signs, shall be to the nearest public right-of-way.
- d. **Sign Setbacks.** Sign setbacks are the minimum distance required between the apparent centerline of the right-of-way and any portion of a sign or sign structure. Where the property is adjacent to a frontage road, the centerline of the highway to the leading edge of the sign is used to determine setback (i.e., frontage road is disregarded for calculation of the setback)..)

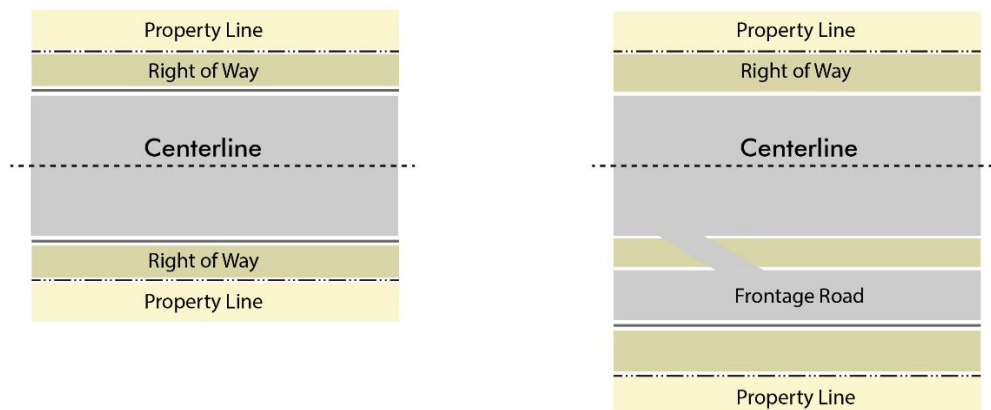


Figure 24-9-3: Sign setbacks from centerline.

24-909 Relief From Standards

- a. **Alternative Compliance.** Conditions may exist where strict compliance is impractical or impossible, or where maximum achievement of the intent of this Chapter can only be obtained through alternative compliance. Alternative compliance to the sign standards in this Chapter shall be authorized according to the process and criteria in Section 24-208, Alternative Compliance, and are supplemented by this Section.
1. Requests for alternative compliance may be accepted in association with a sign permit, based on one or more of the following criteria:
 - (a) Topography, soil, vegetation, or other site conditions are such that full compliance is impossible or impractical, or improved environmental quality would result from alternative compliance.
 - (b) Space limitations, unusually shaped lots, and prevailing practices in the surrounding neighborhood may justify alternative compliance for infill sites and for improvements and redevelopment in older neighborhoods.
 - (c) Safety considerations make alternative compliance necessary.
 - (d) The proposed alternative is aesthetically more complementary to the site, better fits into the context of the area, improves the overall architectural appeal of the area and/or meets or exceeds the design objectives as described in the City's Comprehensive Plan. Where there is a strong architectural theme established in an area, the proposed alternative shall be consistent with or complementary to that theme. In an existing area where there is no established theme, the proposed alternative shall provide an architectural theme consistent with the Comprehensive Plan and improve the quality of development in the area.
 2. Application for alternative compliance shall include the following information:
 - (a) Written description of the conditions provided in Section 24-909.a.1 above, which apply to the subject property;

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- (b) The applicant shall submit a sign plan consisting of a written statement addressing the proposal and the review criteria of this Section and Section 24-208, along with dimensioned graphic plans identifying the following items for all signs on the property:
 - (1) Written and graphic illustration of the proposed alternative, including areas of departure from code standards;
 - (2) Sign style, type, location, size (area), and height for wall and freestanding signs;
 - (3) Materials and colors for all signs and support structures;
 - (4) Sign illumination devices and brightness levels, if applicable

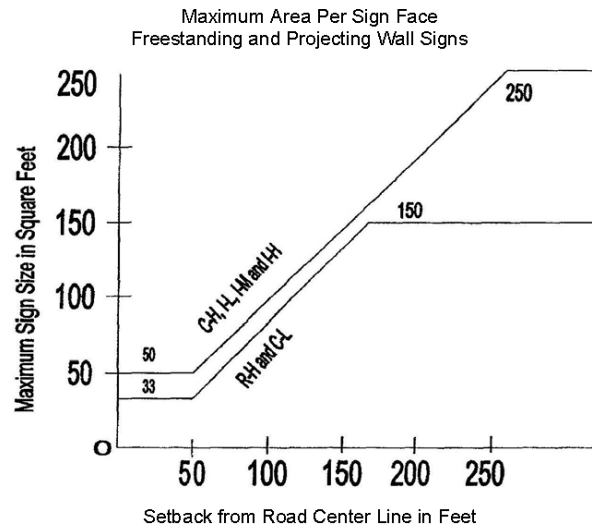
b. **Variance.** Variances to the dimensional standards established in this Chapter shall be authorized according to the process and criteria in Section 24-209, Variances, and are supplemented by this Section. Variances to any other provision of this Chapter shall not be permitted.

1. In addition to the criteria in Section 24-209, the Zoning Board of Appeals shall consider the following additional factors for sign variances:
 - (a) Historic value as determined by the Historical Preservation Commission;
 - (b) Architectural integrity;
2. Sign variances shall not be transferable to a new location on the property unless first approved in writing by the Director that the changed location on the site substantially complies with the conditions of the original variance. Changes to a sign that received a variance, with the exception of changes in sign text or copy that do not result in any structural changes to the sign, shall require compliance with all applicable provisions of this code.
3. Any sign variance which was in effect and applied to an installed sign still in place prior to the adoption of this code may be continued under the provisions of that variance until a change to a sign is requested, at which time a new variance shall be applied for, or the sign shall comply with all applicable provisions of this Chapter.

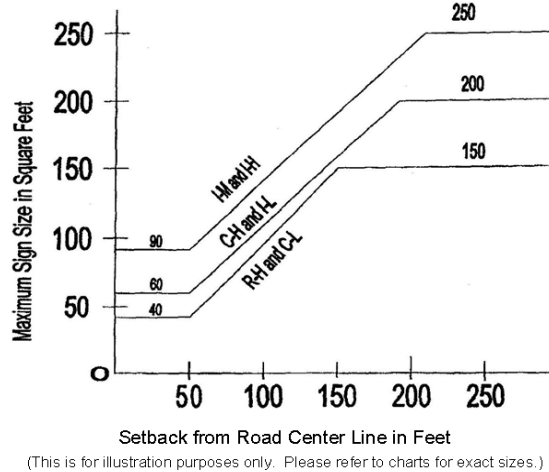
24-910 Sign Chart

Sign Chart*						
Zoning District	Type of Sign Allowed	Max. total amount awning, wall & projecting wall signage allowed per linear foot of wall	Max. Sign Face Area for Awning and Wall Signs	Maximum Freestanding Sign Height	Maximum Size for Freestanding Signs	Number of Freestanding Signs
C-D, H-A, R-L, R-E, R-MH, R-M	See Section 9.02	See Section 24-902	See Section 24-902	See Section 24-902	See Section 24-902	See Section 24-902
R-H	Freestanding, wall and awning	.25 sq. ft.	See Section 24-905	6 ft.	See Subsection 24-905.d	1 sign where lot frontage is greater than or equal to 200 ft., but less than 500 ft.
C-L	Freestanding, wall and awning	1 sq. ft., plus an additional .5 sq. ft. (for secondary building frontage)	See Section 24-905	6 ft.	See Subsection 24-905.d	2 signs where lot frontage is greater than 500 ft.
C-H, I-L	Freestanding, wall, projecting wall and awning	1.5 sq. ft., plus an additional 1 sq. ft. (for secondary building frontage)	See Section 24-905	See Subsection 24-905.d	See Subsection 24-905.d	2 signs where lot frontage is greater than 500 ft.
I-M & I-H	Freestanding, wall, projecting wall and awning	2 sq. ft., plus an additional 1 sq. ft. (for secondary building frontage)	See Subsections 24-905	See Subsection 24-905.d	See Subsection 24-905.d	2 signs where lot frontage is greater than 500 ft.

* This chart summarizes key signage allowances; see specific code sections for code details and/or exceptions.



(This is for illustration purposes only. Please refer to charts for exact sizes.)



Reserved Sections 24-911 through 24-1000

Section 5. The Greeley Municipal Code shall be amended by adding thereto a new Chapter 10 of Title 24 to read as follows:

Chapter 10. Special Districts & Areas

- 24-1001 Floodplain Overlay District
- 24-1002 Airport Overlay District
- 24-1003 Historic Preservation
- 24-1004 Areas of Ecological Significance
- 24-1005 General Improvement District Overlay
- 24-1006 Redevelopment District Overlay
- 24-1007 Character Overlay Districts
- 24-1008 Entertainment Districts
- 24-1009 Hillside Development Standards

24-1001 Floodplain Overlay District

- a. **Intent.** The Floodplain Overlay District is a zoning overlay for land within Special Flood Hazard Areas and, along with the floodplain development permit, creates an overlay of special standards and regulations to those zoning districts found to be within Special Flood Hazard Areas. It is the intent of this Section to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:
1. Protect human life and health;
 2. Minimize expenditure of public money for costly flood control projects;
 3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 4. Minimize prolonged business interruptions;

5. Minimize damage to critical facilities, infrastructure and other public facilities located in floodplains;
 6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
 7. Ensure that potential buyers are notified that property is located in a flood hazard area.
- b. **Applicability.** This Section shall apply to all Special Flood Hazard Areas and areas removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F) within the jurisdiction of the City.
1. The Special Flood Hazard Areas identified by FEMA and any revisions thereto are hereby adopted by reference and declared to be a part of this Section. These Special Flood Hazard Areas identified are the minimum area of applicability of this Section and may be supplemented by studies designated and approved by the City. The Floodplain Administrator shall keep a copy of the Flood Insurance Studies (FIS), Digital Flood Insurance Rate Maps (DFIRMs), Flood Insurance Rate Maps (FIRMs), and/or Flood Boundary and Floodway Maps (FBFMs) on file and available for public inspection.
 2. No structure or land shall hereafter be located, altered or have its use changed within the Special Flood Hazard Area without full compliance with the terms of this Section. These regulations meet the minimum requirements as set forth by the Colorado Water Conservation Board and the National Flood Insurance Program.
 3. The degree of flood protection required by this Section is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. On rare occasions, greater floods can and will occur and flood heights may be increased by manmade or natural causes. This Chapter does not imply that land outside the Special Flood Hazard Area or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not imply or create, and the City expressly disclaims, any liability on the part of the City or any official or employee thereof for any flood damages that result from reliance on this Section or any administrative decision lawfully made thereunder.
- c. **Floodplain Development Permits.**
1. A floodplain development permit shall be required before construction or development in a Special Flood Hazard Area to ensure conformance with the provisions of this Section.
 2. Application for a floodplain development permit shall be presented to the Floodplain Administrator on required forms and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to the Special Flood Hazard Area. Additionally, the following information is required:
 - (a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (c) A certificate from a registered Colorado professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 24-1001.e.2 and
 - (d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 3. Approval or denial of a floodplain development permit by the Floodplain Administrator shall be based on all of the provisions of this Section and the following relevant factors:
 - (a) The danger to life and property due to flooding or erosion damage;
 - (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (c) The danger that materials may be swept onto other lands to the injury of others;
 - (d) The compatibility of the proposed use with existing and anticipated development;

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- (e) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (f) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges and public utilities and facilities, such as sewer, gas, electrical and water systems;
 - (g) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site;
 - (h) The necessity to the facility of a waterfront location, where applicable; and
 - (i) The availability of alternative locations not subject to flooding or erosion damage for the proposed use.

d. **General Standards for Flood Hazard Reduction.** In all Special Flood Hazard Areas, the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
5. All manufactured homes shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
6. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and
8. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

e. **Specific Standards for Flood Hazard Reduction.** In all Special Flood Hazard Areas where Base Flood Elevation data has been provided as set forth in this Section, the following provisions are required:

1. *Residential Construction.* New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to 1 foot above the Base Flood Elevation. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect or land surveyor. Such certification shall be submitted to the Floodplain Administrator.
2. *Nonresidential Construction.* With the exception of critical facilities, outlined in Section 24-1001.k, new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to 1 foot above the Base Flood Elevation or, together with attendant utility and sanitary facilities, be designed so that, at 1 foot above the Base Flood Elevation, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and

hydrodynamic loads and effects of buoyancy. A registered Colorado professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this Section. Such certification shall be maintained by the Floodplain Administrator.

3. *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered Colorado professional engineer or architect, or meet or exceed the following minimum criteria:
 - (a) A minimum of two openings, having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding, shall be provided.
 - (b) The bottom of all openings shall be no higher than 1 foot above grade.
 - (c) Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.
4. *Manufactured Homes.* All manufactured homes that are placed or substantially improved within Zones A1-30, AH and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision in which a manufactured home has incurred substantial damage as a result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to 1 foot above the Base Flood Elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of the above Paragraph shall be elevated so that either:
 - (a) The lowest floor of the manufactured home is 1 foot above the Base Flood Elevation; or
 - (b) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and it is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
5. *Recreational Vehicles.* All recreational vehicles placed on sites within Zones A1-30, AH and AE on the community's FIRM shall either:
 - (a) Be on the site for fewer than 180 consecutive days;
 - (b) Be fully licensed and ready for highway use; or
 - (c) Meet the permit requirements of Section 24-1001.c. and the elevation and anchoring requirements for manufactured homes in Section 24-1001.e.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect-type utilities and security devices and has no permanently attached additions.
6. *Prior Approved Activities.* Any activity for which a floodplain development permit was issued by the City, or a CLOMR was issued by FEMA prior to the effective date of this Section, may be completed according to the standards in place at the time of the permit or CLOMR issuance and will not be considered in violation of this Chapter if it meets such standards.

- f. **Standards for Areas of Shallow Flooding (AO/AH Zones).** Located within Special Flood Hazard Areas are areas designated as shallow flooding. Within Zones AH or AO, adequate

drainage paths around structures on slopes are required to guide flood waters around and away from proposed structures. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable. Such flooding is characterized by ponding or sheet flow; therefore, the following additional provisions apply:

1. **Residential Construction.** All new construction and substantial improvements of residential structures must have the lowest floor, including basement, elevated above the highest adjacent grade at least 1 foot above the depth number specified in feet on the community's FIRM (at least 3 feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect or land surveyor. Such certification shall be submitted to the Floodplain Administrator.
 2. **Nonresidential Construction.** With the exception of critical facilities, outlined in Section 24-1001.k., all new construction and substantial improvements of nonresidential structures, must have the lowest floor, including basement, elevated above the highest adjacent grade at least 1 foot above the depth number specified in feet on the community's FIRM (at least 3 feet if no depth number is specified) or, together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least 1 foot above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered Colorado professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section are satisfied.
- g. **Floodways.** Floodways are administrative limits and tools used to regulate existing and future floodplain development. The state has adopted floodway standards that are more stringent than the FEMA minimum standard (see definition of floodway in Section 24-1001.l. Located within Special Flood Hazard Areas are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:
1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado professional engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a no-rise certification) in flood levels within the community during the occurrence of the base flood discharge.
 2. If subsection g.1 above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this Section 24-1001.
 3. Under the provisions of 44 C.F.R., Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in Base Flood Elevations, provided that the community first applies for a CLOMR and floodway revision through FEMA.
- h. **Alteration of Watercourse.** For all proposed developments that alter a watercourse within a Special Flood Hazard Area, the following standards apply:
1. Channelization and flow-diversion projects shall appropriately consider issues of sediment transport, erosion, deposition and channel migration and properly mitigate potential problems through the project, as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.
 2. Channelization and flow-diversion projects shall evaluate the residual 100-year floodplain.

3. Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable federal, state and local floodplain rules, regulations and ordinances.
 4. Any stream alteration activity shall be designed and sealed by a registered Colorado professional engineer or certified professional hydrologist.
 5. All activities within the regulatory floodplain shall meet all applicable federal, state and local floodplain requirements and regulations.
 6. Within the regulatory floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a floodway analysis and report, sealed by a registered Colorado professional engineer, that there is not a rise in the proposed conditions compared to existing conditions, otherwise known as a no-rise certification, unless the community first applies for a CLOMR and floodway revision in accordance with Section 24-1001.g.
 7. Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.
- i. **Properties Removed from Floodplain by Fill.** A floodplain development permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F), with a lowest floor elevation placed below the Base Flood Elevation with 1 foot of freeboard that existed prior to the placement of fill.
- j. **Standards for Subdivision Proposals.**
1. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be reasonably safe from flooding. If a subdivision or other development proposal is in a flood-prone area, the proposal shall minimize flood damage.
 2. All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet floodplain development permit requirements of Section 24-1001.c. and all applicable standards of this Section.
 3. Base Flood Elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions which are greater than 50 lots or 5 acres, whichever is lesser, if not already provided.
 4. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
 5. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize or eliminate flood damage.
- k. **Standards for Critical Facilities.** A critical facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.
1. *Classification of Critical Facilities.* Critical facilities are classified under the following categories: 1) Essential services; 2) Hazardous materials; 3) At-risk populations; and 4) Vital to restoring normal services.
 - (a) **Essential Services Facilities.** Essential services facilities consist of:
 - (1) Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage and emergency operation centers);
 - (2) Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions and nonambulatory surgical structures);
 - (3) Designated emergency shelters;

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- (4) Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio and other emergency warning systems, but excluding towers, poles, lines, cables and conduits);
 - (5) Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but excluding towers, poles, power lines, buried pipelines, transmission lines, distribution lines and service lines); and
 - (6) Air transportation lifelines (airports [municipal and larger], helicopter pads and structures serving emergency functions and associated infrastructure [aviation control towers, air traffic control centers and emergency equipment aircraft hangars]).

Specific exemptions to this category include wastewater treatment plants (WWTP), nonpotable water treatment and distribution systems and hydroelectric power generating plants and related appurtenances. Public utility plant facilities may be exempted if it can be demonstrated, to the satisfaction of the City, that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Section, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the City upon request.

(b) *Hazardous Materials Facilities.* Hazardous materials facilities may include:

- (1) Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);
- (2) Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;
- (3) Refineries;
- (4) Hazardous waste storage and disposal sites; and
- (5) Aboveground gasoline or propane storage or sales centers.

Facilities shall be determined to be critical facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals stored or used in the workplace, AND the chemicals are stored in quantities equal to or greater than the Threshold Planning Quantity (TPQ) for that chemical, then that facility shall be considered to be a critical facility. The TPQ for these chemicals is: either five hundred (500) pounds or the TPQ listed (whichever is lower) for the three hundred fifty-six (356) chemicals listed under 40 C.F.R., § 302 (2010), also known as Extremely Hazardous Substances (EHS); or ten thousand (10,000) pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.F.R., § 1910 (2010).

Specific exemptions to this category include:

- i. Finished consumer products within retail centers and households containing hazardous materials intended for household use and agricultural products intended for agricultural use.
- ii. Buildings and other structures containing hazardous materials for which it can be demonstrated by hazard assessment and certification by a qualified professional, to the satisfaction of the City, that a release of the subject hazardous material does not pose a major threat to the public.

- iii. Pharmaceutical sales, use, storage and distribution centers that do not manufacture pharmaceutical products.

These exemptions shall not apply to buildings or other structures that also function as critical facilities under another category outlined in this Section.

- (c) *At-risk Population Facilities.* At-risk population facilities consist of:
 - (1) Elder care (nursing homes);
 - (2) Congregate care serving 12 or more individuals (daycare and assisted living); and
 - (3) Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving 12 or more children).

- (d) *Facilities Vital to Restoring Normal Services.* Facilities vital to restoring normal services, including government operations, consist of:

- (1) Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers); and
- (2) Essential structures for public colleges and universities (dormitories, offices and classrooms only).

These facilities may be exempted if it is demonstrated, to the satisfaction of the City, that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Section, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the City upon request.

- 2. *Protection for Critical Facilities.* All new and substantially improved critical facilities and new additions to critical facilities located within the Special Flood Hazard Area shall be regulated to a higher standard than structures not determined to be critical facilities. Protection shall include one of the following:
 - (a) Location outside the Special Flood Hazard Area; or
 - (b) Elevation or floodproofing of the structure to at least 2 feet above the Base Flood Elevation.
- 3. *Ingress and Egress for New Critical Facilities.* New critical facilities shall, when practicable as determined by the City, have continuous noninundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

- I. **Defined Terms.** The following terms used in this Section shall have the meaning given below. All other terms shall have their usual customary meaning, or the meaning given elsewhere in this code or other applicable uniform or international code adopted by the City, except where the context clearly indicates a different meaning.

100-year flood shall mean a flood having a recurrence interval that has a one-percent chance of being equaled or exceeded during any given year (one-percent-annual-chance flood). The terms *one-hundred-year flood* and *one-percent chance flood* are synonymous with the term *100-year flood*.

100-year floodplain shall mean the area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.

500-year flood shall mean a flood having a recurrence interval that has a two-tenths-percent chance of being equaled or exceeded during any given year (two-tenths-percent-chance annual flood).

Area of shallow flooding shall mean a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with a one-percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable. Such flooding is characterized by ponding or sheet flow.

Base Flood Elevation (BFE) shall mean the elevation shown on a FEMA Flood Insurance Rate Map that indicates the water surface elevation resulting from a flood that has a one-percent chance of equalling or exceeding that level in any given year.

Channelization shall mean the artificial creation, enlargement or realignment of a stream channel.

Community shall mean any political subdivision in the state that has authority to adopt and enforce floodplain management regulations through zoning, including but not limited to cities, towns, unincorporated areas in the counties, Indian tribes and drainage and flood control districts.

Conditional Letter of Map Revision (CLOMR) shall mean FEMA's comment on a proposed project which does not revise an effective floodplain map, which would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

Critical facility shall mean a structure or related infrastructure, but not the land on which it is situated, as specified in Section 24-1001.k. that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

Critical feature shall mean an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DFIRM database shall mean a database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA Mapping Specifications and Guidelines outline requirements for the development and maintenance of DFIRM databases.

Digital Flood Insurance Rate Map (DFIRM) shall mean a FEMA digital floodplain map. These digital maps serve as regulatory floodplain maps for insurance and floodplain management purposes.

Elevated building shall mean a nonbasement building built to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers) or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. *Elevated building* also includes a building elevated by means of fill or solid-foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

Federal register shall mean the official daily publication for rules, proposed rules and notices of federal agencies and organizations, as well as executive orders and other presidential documents.

Flood or flooding shall mean a general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation or runoff of surface waters from any source.

Flood Boundary and Floodway Map (FBFM) shall mean an official map, as amended from time to time, issued by the Federal Emergency Management Agency, where the boundaries of the base flood, floodway and five-hundred-year flood have been delineated.

Flood control structure shall mean a physical structure designed and built expressly or partially for the purpose of reducing, redirecting or guiding flood flows along a particular waterway. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Flood Insurance Rate Map (FIRM) shall mean an official map issued by the Federal Emergency Management Agency, as amended from time to time, where the boundaries of the base flood, five-hundred-year flood, water surface elevations of the base flood and Special Flood Hazard Areas and the risk premium zones have been delineated.

Flood Insurance Study (FIS) shall mean an official study by the Federal Emergency Management Agency, as amended from time to time, examining, evaluating and determining flood hazards, corresponding water surface elevations and flood profiles of the base flood.

Floodplain shall mean an area which is adjacent to a stream or watercourse and which is subject to flooding as a result of the occurrence of an intermediate regional flood and which is so adverse to past, current or foreseeable construction or land use as to constitute a significant hazard to public health and safety or to property. This term includes, but is not limited to, mainstream floodplains, debris fan floodplains and dry wash channels and floodplains.

Floodplain Administrator shall mean the community official designated by title to administer and enforce the floodplain management regulations.

Floodplain development permit shall mean a permit required before construction or development begins within any Special Flood Hazard Area (SFHA). Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this Chapter.

Floodplain management shall mean the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations shall mean zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such federal, state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing shall mean any combination of structural and/or nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (regulatory floodway) shall mean the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The statewide standard for the designated height to be used for all newly studied reaches shall be one-half (0.5) foot (six [6] inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

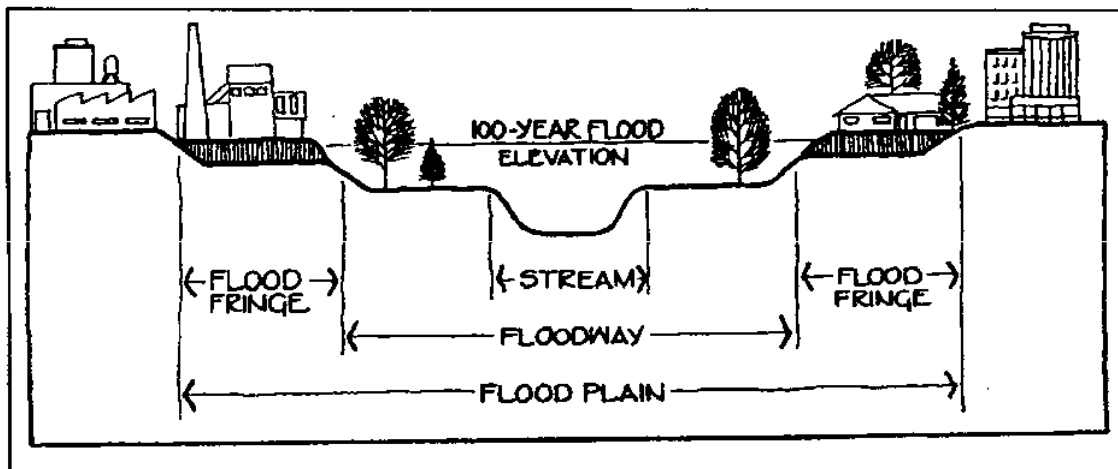


Figure 24-10-1: Illustration of floodway, flood plain and flood fringe.

Freeboard shall mean the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood, such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

Highest adjacent grade shall mean the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure shall mean any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (a). By an approved state program as determined by the Secretary of the Interior; or
 - (b). Directly by the Secretary of the Interior in states without approved programs.

Letter of Map Revision (LOMR) shall mean FEMA's official revision of an effective Flood Insurance Rate Map (FIRM), Flood Boundary and Floodway Map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA).

Letter of Map Revision Based on Fill (LOMR-F) shall mean FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

Levee shall mean a manufactured structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system shall mean a flood protection system which consists of a levee or levees and associated structures such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor shall mean the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, shall not be considered a building's lowest floor; provided that such enclosure shall not be built so as to render the structure in violation of the applicable design requirements of this Section.

Material Safety Data Sheet (MSDS) shall mean a form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment and spill-handling procedures.

Mean sea level shall mean, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

Mobile home shall mean a detached, single-family housing unit that does not meet the definition of single-family dwelling or residence set forth in Chapter 13 of this Code and which has all of the following characteristics:

1. Designed for a long-term occupancy and containing sleeping accommodations, a flush toilet, a tub or shower bath and kitchen facilities and which has plumbing and electrical connections provided for attachment to outside systems;
2. Designed to be transported after fabrication, on its own wheels, or on a flatbed or other trailer or on detachable wheels;
3. Arrives at the site where it is to be occupied as a complete unit and is ready for occupancy except for minor and incidental unpacking and assembly operations, location on foundation supports or jacks, underpinned, connections to utilities and the like;
4. Exceeding 8 feet in width and 32 feet in length, excluding towing gear and bumpers; and
5. Is without motive power.

Mobile home park or community shall mean a site or tract of land, at least 8 acres in size, held under one ownership, which is suited for the placement of mobile homes.

Mobile home park or community, existing shall mean a mobile home park or community for which the construction of facilities for servicing the lots on which the mobile homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) are completed before the effective date of the ordinance codified in this Code.

Mobile home park or community, expansion shall mean the preparation of additional sites by the construction of facilities for servicing the lots on which the mobile homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).

National Flood Insurance Program (NFIP) shall mean FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable federal regulations promulgated in Title 44 of the Code of Federal Regulations. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

New construction shall mean structures for which the start of construction commenced on or after the effective date of the ordinance codified in this Section.

No-rise certification shall mean a record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A no-rise certification must be supported by technical data and signed by a registered Colorado professional engineer.

Physical Map Revision (PMR) shall mean FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations and/or planimetric features.

Special Flood Hazard Area (SFHA) shall mean the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year; i.e., the 100-year floodplain.

Start of construction shall include substantial improvement and shall mean the date the building permit was issued, provided that the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The *actual start* means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. *Permanent construction* does not include land preparation such as clearing, grading and filling; the installation of streets and/or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms; or the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Substantial damage shall mean damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure just prior to when the damage occurred.

Substantial improvement shall mean any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a historic structure, provided that the structure's designation as a historic structure remains.

Threshold Planning Quantity (TPQ) shall mean a quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the State that such facilities are subject to emergency planning requirements.

Violation shall mean the failure of a structure or other development to be fully compliant with the community's floodplain management regulations, or structure or other development without the elevation certificate, other certifications or other evidence of compliance required in this Section.

Water surface elevation shall mean the height, in relation to the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

24-1002 **Airport Overlay District**

- a. **Intent.** The intent of this Section is to provide regulations restricting the height of structures and objects of natural growth and otherwise regulating the use of property in the vicinity of the Greeley-Weld County Airport by creating the appropriate zones and establishing the boundaries thereof. The use of land within this overlay district affects the safe and efficient operation of the airport and aircraft using the airport, and this Section is intended to minimize risks to public safety and hazards to aircraft users and to protect the capacity of the airport to serve the area's air transportation needs, while allowing development that is compatible with the continued operation of the airport.

- b. **Applicability.** The Airport Overlay District shall include those lands within the Greeley-Weld County Airport Zoning Map, prepared by Isbill Associates, Inc., Airport Consultants, dated July 1, 1984. The requirements of this Section shall supplement those imposed on the same lands by any underlying zoning provision of this Code or any other ordinance of the City.

- c. **Airport Zone.**
 1. In order to carry out the provisions of this Section, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces and conical surfaces as they apply to the Greeley-Weld County Airport. Such zones are shown on the Greeley-Weld County Airport Zoning Map. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:
 - (a) *Utility Runway Visual Approach Zone.* The inner edge of this approach zone coincides with the width of the primary surface and is 250 feet wide. The approach zone expands outward uniformly to a width of 1,250 feet at a horizontal distance of 5,000 feet from the primary surface. The center line is the continuation of the center line of the runway.
 - (b) *Runway larger than Utility Visual Approach Zone.* The inner edge of this approach zone coincides with the width of the primary surface and is one 1,000 feet wide. The approach zone expands outward uniformly to a width of 1,500 feet at a horizontal distance of 5,000 from the primary surface. The center line is the continuation of the center line of the runway.
 - (c) *Precision Instrument Runway Approach Zone.* The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,00 feet at a horizontal distance of 50,000 feet from the primary surface. The center line is a continuation of the center line of the runway.
 - (d) *Transitional zone.* The transitional zone is the area beneath the transitional surface.
 - (e) *Horizontal zone.* The horizontal zone is established by swinging arcs of 5,000 feet radii for all runways designated utility or visual and 10,000 feet for all others from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
 - (f) *Conical zone.* The conical zone is established as the area that commences at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet.

 2. Except as otherwise provided in this Code, no structure shall be erected, altered or maintained and no tree shall be allowed to grow in any zone created by this Section to a height in excess of the applicable height herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question, as follows:

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- (a) *Utility Runway Visual Approach Zone.* Slopes 20 feet outward for each foot upward beginning at the end and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended center line.
 - (b) *Runway larger than Utility Visual Approach Zone.* Slope 20 feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway center line.
 - (c) *Precision Instrument Runway Approach Zone.* Slopes 50 feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway center line; thence slopes upward 40 feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway center line.
 - (d) *Transitional Zone.* Slopes 7 feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface and extending to a height of 150 feet above the airport elevation which is 4,690 feet above mean sea level. In addition to the foregoing, there are established height limits sloping 7 feet outward for each foot upward beginning at the sides of and the same elevation as the approach surface and extending to where they intersect the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, there are established height limits sloping 7 feet outward for each foot upward beginning at the sides of and the same elevation as the approach surface and extending a horizontal distance of 5,000 feet measured at ninety-degree angles to the extended runway center line.
 - (e) *Horizontal zone.* Established at 150 feet above the airport elevation or at a height of 4,840 feet above mean sea level.
 - (f) *Conical zone.* Slopes 20 feet outward for each foot upward beginning at the periphery of the horizontal zone and at 1,500 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.

d. **Use Restriction.** Except as may otherwise be provided, no use may be made of land or water within any zone established by this Section in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport.

e. **Nonconforming Use.**

1. The regulations prescribed in this Section shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this Section, or otherwise interfere with the continuance of a nonconforming use, except as may otherwise be provided. Nothing contained herein shall require any change in the construction, alteration or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Code.
2. The owner of any existing nonconforming use or tree shall be required to permit the installation, operation and maintenance of such markers and lights as shall be deemed necessary by the Greeley-Weld County Airport Authority to indicate to the operators of aircraft in the vicinity of the airport the presence of such obstruction. Such markers and lights shall be installed, operated and maintained at the expense of the Greeley-Weld County Airport Authority.

- f. **Defined Terms.** The following terms used in this Section shall have the meaning given below. All other terms shall have their usual customary meaning, or the meaning given elsewhere in this code or other applicable uniform or international code adopted by the City, except where the context clearly indicates a different meaning.

Airport shall mean the Greeley-Weld County Airport, located in Sections 2 and 3 and Sections 26 and 35, T5N, R65W of the 6th P.M., Weld County, Colorado.

Airport elevation shall mean the established elevation of the highest point on the usable landing area (four thousand six hundred ninety [4,690] feet above sea level).

Airport reference point shall mean the point established as the geographic center of the airport landing area. The reference point at Greeley-Weld County Airport is a point which geographical coordinates are Latitude 40°26'8" North and Longitude 104°37'55" West.

Approach surface shall mean a surface longitudinally centered on the extended runway center line, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in this Section. In plan view, the perimeter of the approach surface coincides with the perimeter of the approach zone.

Conical surface shall mean a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of 4,000 feet.

Hazard to air navigation shall mean an obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Height, for the purposes of determining the height limits in all zones set forth in this Section and shown on the Greeley-Weld County Airport Zoning Map, shall be the mean sea level elevation unless otherwise specified.

Horizontal surface shall mean a horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan view coincides with the perimeter of the horizontal zone (four thousand eight hundred eight [4,808] feet above sea level).

Larger than utility runway shall mean a runway that is constructed for and intended to be used by propeller-driven aircraft of greater than 12,500 pounds maximum gross weight and jet-powered aircraft.

Obstruction shall mean any structure, growth or other object, including a mobile object, which exceeds a limiting height set forth in Section 24-1002.c.

Precision instrument runway shall mean a runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS). It shall also mean a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

Primary surface shall mean a surface longitudinally centered on a runway extending two hundred (200) feet beyond each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway center line. The width of a primary surface is:

- a. 250 feet for runways having only visual approaches.
- b. 1,000 feet for precision instrument runways.

Runway shall mean a defined area on an airport prepared for landing and takeoff of aircraft along its length.

Structure, for the purposes of this Section, shall mean an object, including a mobile object, constructed or installed by humans, including, but not limited to buildings, towers, cranes, smokestacks, earth formations and overhead transmission lines.

Transitional surface shall mean those surfaces which extend outward at ninety-degree angles to the runway center line and the runway center line extended at a slope of 7 feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance 5,000 feet measured horizontally from the edge of the approach surface and at ninety-degree angles to the extended runway center line.

Utility runway shall mean a runway that is constructed for and intended to be used by propeller-driven aircraft of 12,500 pounds maximum gross weight and less.

Visual runway shall mean a runway intended solely for the operation of aircraft using visual approach procedures.

24-1003 Historic Preservation

- a. **Intent.** The intent of this Section is to:
 1. Designate, preserve, protect, enhance and perpetuate sites, structures, objects and districts which reflect outstanding elements of the City's cultural, artistic, social, ethnic, economic, political, architectural, historic, technological, institutional or other heritage.
 2. Establish a method to draw a reasonable balance between the protection of private property rights and the public's interest in preserving the City's unique historic character by creating a quasi-judicial Commission to review and approve or deny any proposed demolition of, moving-of or alteration to properties of historic value.
 2. Foster civic pride in the beauty and accomplishments of the past.
 3. Stabilize or improve aesthetic and economic vitality and values of such sites, neighborhoods, structures, objects and districts.
 4. Protect and enhance the City's attraction to tourists and visitors, increase the quality of life for the citizens and enhance future economic development.
 5. Promote the use of outstanding historic or architectural sites, structures, objects and districts for the education, stimulation and welfare of the people of the City.
 6. Promote good urban design.
 7. Promote and encourage continued private ownership and utilization of such sites, structures, objects or districts.
 8. Integrate historic preservation with the City's comprehensive development plan.
- b. **Applicability.** This Section applies to the following properties:
 1. Individually designated properties are subject to the most current version of the Historic Preservation General Design Review Guidelines.
 2. Individually designated properties contributing in a Greeley Historic Register historic district are subject first to the district designation plan, then to the Historic Preservation General Design Review Guidelines.
 3. Undesignated properties contributing in a Greeley Historic Register historic district are subject to the district designation plan.
 4. Undesignated structures or buildings that are 40 years or older are subject to an administrative review for potential historic significance
 5. Noncontributing properties located in a historic district are subject to portions of the district designation plan applicable to noncontributing properties, unless specifically excluded under the plan.
 6. All pertinent municipal zoning and building codes are applicable for all properties.

- c. **Administrative Review of Undesignated Properties.** When application for a permit is made with the city that would make significant alterations to the streetscape view of the exterior of or demolition of any structure or building that is 40 years or older at the time of such request, the application shall be forwarded to and reviewed by the Director.
1. Significant alterations shall include:
 - (a) Siding: including new stucco or similar exterior material applied over original or other existing siding materials, including wood, metal or brick exterior; removal of all or a portion of the original or existing siding and replaced with new siding.
 - (b) Fenestration: window or door openings enlarged or reduced.
 - (c) Roof: changes of roofline or structure.
 - (d) Porches: changes to porch visible from streetscape.
 - (e) Additions.
 - (f) Accessory structures.
 - (g) Any building modification as viewed from any public street.
 2. Non-significant alterations shall be excluded from review by the Director. Non-significant alterations shall include:
 - (a) Fenestration: replacement of windows or doors in original openings.
 - (b) Roof: new shingles or deck without changing original roofline.
 - (c) Patios: additions of back patios or decks.
 - (d) Landscaping.
 - (e) Signs.
 3. The Director shall have ten business days to review and comment on applications with significant alterations. The ten business days shall commence on the day the permit application is submitted to the building inspection office. Should ten business days expire without written comment from the Director, then the Director shall not be allowed to comment on the permit.
 - (a) The Director shall review the property and, if necessary, research the historical significance of the building for which a permit has been applied.
 - (b) If the Director determines that a building currently holds no historical, architectural and/or geographical significance, then a notice shall be placed with the permit that will be issued through the building inspection office.
 - (c) If the Director determines that potential significance exists, the Director shall make the information available to the groups named in Section 24-1003.d.2
 - (d) The Director shall issue comments and/or suggestions to the building inspection office. These comments shall recognize the historical, architectural and/or geographical significance or lack thereof concerning the building for which a permit has been requested. The Director may also make suggestions of ways to make the changes more compatible or acceptable with the age or type of the structure.
 4. Whenever an application for development includes significant alterations or demolition and is required to go through the community development department review according to this section, the department will use its best efforts to inform the applicant of the ramifications that this section will have on the application.
 5. If a building must be demolished because it poses a threat to the health, safety or welfare of the citizens of the city, this section shall not apply.
- d. **Criteria for Designation.**
1. *Criteria for Individual, Owner-nominated Properties.* A property shall be eligible for designation for historic preservation and eligible for economic incentives if it meets one or more criteria in one or more of the following categories:
 - (a) *Historical Significance.* The site, building or property:
 - (1) Has character, interest and integrity and reflects the heritage and cultural development of the City, State or Nation.
 - (2) Is associated with an important historical event.

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- (3) Is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.
 - (b) *Architectural Significance.* The property:
 - (1) Characterizes an architectural style or type associated with a particular era and/or ethnic group.
 - (2) Is identified with a particular architect, master builder or craftsman.
 - (3) Is architecturally unique or innovative.
 - (4) Has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.
 - (5) Has visual symbolic meaning or appeal for the community.
 - (c) *Geographical Significance.* The property:
 - (1) Has proximity and a strong connection or link to an area, site, structure or object significant in the history or development of the City, State or Nation.
 - (2) Is a visual feature identifying an area or neighborhood or consists of buildings, homes, replicas, structures, objects, properties, parks, land features, trees and sites historically or geographically associated with an area.
 - 2. *Criteria for Individual, Non-owner-nominated Properties.* In addition to meeting criteria requirements in Section 24-1003.d.1., non-owner nominations shall be reviewed under stricter protections. The nominated property must demonstrate that it possesses the characteristics of compelling historic importance to the entire community, including at least one of the following criteria:
 - (a) Unusual or uncommon significance that the structure's potential demolition or major alteration would diminish the character and sense of place in the community of Greeley; or
 - (b) Superior or outstanding examples of architectural, historical or geographical significance criteria outlined in the criteria for designation in this Section. The term *superior* shall mean excellence of its kind, and the term *outstanding* shall mean marked by eminence and distinction.
 - 3. *Criteria for District Designation.* A district shall be designated if the City Council determines that the proposed district meets the definition of a historic district pursuant to this Section and meets one or more of the following criteria:
 - (a) Is an area which exemplifies or reflects the particular cultural, political, economic or social history of the community.
 - (b) Is an area identified with historical personages or groups or which represents important events in national, state or local history.
 - (c) Is an area which embodies distinguishing characteristics of an architectural type or style inherently valuable for the study of a period, method of construction or indigenous materials of craftsmanship.
 - (d) Is an area which is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized.
 - (e) Is an area which, due to its unique location or singular characteristics, represents established and familiar visual features of the neighborhood, community or City.
 - 4. *Integrity Criteria.* All properties and districts shall be evaluated for their physical integrity using the following criteria, as defined by the National Park Service in the current version of the publication "How to Apply the National Register Criteria for Evaluation":
 - (a) Location—the place where the historic property was constructed or the place where the historic event occurred.
 - (b) Design—the combination of elements that create the form, plan, space, structure and style of a property.
 - (c) Setting—the physical environment of a historic property.
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- (d) Materials—the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
- (e) Workmanship—the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
- (f) Feeling—a property's expression of the aesthetic or historic sense of a particular period of time.
- (g) Association—the direct link between an important historic event or person and a historic property.

e. **Designation.** A property or district may only be nominated once in any twelve-month period, unless such nomination is uncontested. Submittal of an incomplete application will result in a delay in the nomination and public hearing process. The following provisions shall apply to the nomination of individual properties and districts:

1. *Owner Nominations.* Any owner may nominate his or her area, building, house, replica, structure, object, property, park, land feature, tree and site for designation on the local register, subject to the following procedures:
 - (a) *Submittal Requirements.* The owner shall submit a complete application, as determined by Historic Preservation staff. A complete nomination application will include:
 - (1) Nomination form with ownership information, including address of record, signatures of all owners of record or legally authorized representative of the owner, legal description or indication of an attached legal description.
 - (2) Historic Building Inventory form, with the following required minimum information completed: nominated property address, owner, mailing address, phone number, legal description, historic use, present use, date of construction (estimate), original owner (if possible) and significance (determined in consultation with the Director if necessary).
 - (3) Current photos of the front and sides of the property, and of the rear to the extent possible. If the photos are digital, they should be at least three hundred 300 dpi. All photos should be provided with a photo log indicating the name of the photographer, date of the photo, view (front, rear, yard, etc.), direction (looking north, etc.) and the address of the subject property.
 - (4) Application fee, payable to the City of Greeley. The fee may be waived under certain circumstances. If the owner has a financial hardship, the owner may submit a request for a reduction or waiver of the nomination fee, explaining the need for the waiver or reduction. The Director shall make determinations on fee waiver requests.
 - (b) *Public hearing procedure.*
 - (1) *Quorum required.* At least five members of the Commission must be present at a hearing in order to establish a quorum. If a quorum is missing due to attendance, then the Chair of the Commission may set a new date for a special hearing, or the matters scheduled for that hearing shall be heard on the next regularly scheduled hearing date. If a quorum is missing due to conflicts of interest, then alternate Commission members shall be used.
 - (2) The hearing shall be electronically recorded and minutes prepared. Hearings shall be of ample length to allow all concerned persons to address the Commission.
 - (3) *Commission action/decision.* After the Commission has heard all interested parties and relevant evidence, the Commission may approve the designation if it casts votes in favor of historic designation by a two-thirds majority of the quorum present. The Commission decision is final unless appealed to City Council, pursuant to Section 24-1003.g

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2. *Non-owner Nominations.* The Planning Commission, Greeley Urban Renewal Authority, Downtown Development Authority or any legally recognized preservation organization, including nonprofit historic preservation groups, may nominate an area, building, house, replica, structure, object, property, park, land feature, tree or site for designation on the local register, subject the following procedures:
- (a) *Submittal Requirements.* All paperwork for the application must be completed pursuant to the rules of the Commission. A complete nomination application will include:
 - (1) Nomination form, with ownership information including address of record, signature of an authorized official of the applicant organization and legal description or indication of attached legal description.
 - (2) Historic Building Inventory form, with the following required minimum information completed: nominated property address, owner, mailing address, phone number, legal description, historic use, present use, date of construction (estimate), original owner (if possible), significance (determined in consultation with the Director if necessary) and a detailed statement on how the nominated property possesses the characteristics of compelling historic importance to the community.
 - (3) Current photos of the front and sides of the property, and of the rear to the extent possible. If the photos are digital, they should be at least three 300 dpi. All photos should be provided with a photo log indicating the name of the photographer, date of the photo, view (front, rear, yard, etc.), direction (looking north, etc.) and the address of the subject property.
 - (4) Copy of a legally recorded document containing the legal description of the property. This could be an abstract of title, warranty deed, quit claim deed, etc., which may be obtained from the County Clerk and Recorder.
 - (5) Application fee, payable to the City of Greeley.
 - (b) *Public hearing Procedure.*
 - (1) *Quorum required.* At least five members of the Commission must be present at a hearing in order to establish a quorum. If a quorum is missing due to attendance, then the Chair of the Commission may set a new date for a special hearing, or the matters scheduled for that hearing shall be heard on the next regularly scheduled hearing date. If a quorum is missing due to conflicts of interest, then alternative Commission members shall be used.
 - (2) The hearing shall be electronically recorded and minutes prepared. Hearings shall be of ample length to allow all concerned persons to address the Commission.
 - (3) *Commission action/decision.* Commissioners may recommend in favor of historic designation for approval of non-owner-nominated properties if five votes are cast in favor of such recommendation, subject to approval by the City Council under this Section. Owners may appeal the decision pursuant to Section 24-1003.g.
 - (4) City Council action on non-owner nominations. Within 30 days of the Commission decision, City Council shall hold a public hearing and consider all relevant evidence. The Council shall vote and render a decision to affirm, deny or modify the designation with a vote of the simple majority. The Council decision constitutes final agency action.
3. *Historic Districts.* Two or more individuals may nominate a district within which they own property.

- (a) *Submittal Requirements.* All paperwork for the application must be completed pursuant to the rules of the Commission. A complete nomination application will include:
- (1) The complete nomination form with original signatures of all applicants. In the case of absentee owners as applicants, original signed statements will meet this requirement.
 - (2) Completed Historic Building Inventory form for district properties for all properties within the nominated area. The following fields must be completed: address, legal description, owner name and address, style, materials, stories, other historic designation and designating authority, historic use, present use, date of construction, condition, original owner, associated buildings, architectural description, proposed status and the name, address, phone number and signature of the person or group who completed the inventory form.
 - (3) Current digital photos of the front of each property and streetscape photos of each block. The photos should be at least 300 dpi and be provided with a photo log indicating the name of the photographer, date of the photo, view (front, rear, yard, etc.), direction (looking north, etc.) and the address of the subject property.
 - (4) List of owners, mailing addresses, district property address and legal description of each property. This item may be supplemented or modified during the nomination process prior to the designation hearing.
 - (5) Proposed status of all properties as contributing or noncontributing. The applicants should consult with the Director in making these proposed determinations. This item may be supplemented or modified during the nomination process prior to the designation hearing.
 - (6) Application fee, payable to the City of Greeley.
 - (7) District designation plan, developed in accordance with the requirements in this Section. The applicant must submit two unbound copies and an electronic version contained in a PDF file and a Word or other editable file.
 - (8) Historic context statement.
 - (9) Statement of significance, including a detailed explanation of how the proposed district meets one or more criteria in Section 24-1003.d.3 above and how it meets the definition of historic district, as defined in Section 24-1003.m.
 - (10) Petition with signatures of property owners within the district showing support of the nomination. Support of the nomination for a historic district requires the following:
 - i. The petition shall contain no less than 20 signatures or 20% of the number of properties or lots within the proposed area, whichever is less.
 - ii. Each property or lot shall only be represented by one signature. Properties held in any type of joint ownership do not get split votes.
 - iii. The petition shall be considered final for purposes of accounting for the 20% at the time of submission to the City.
- (b) *District Designation Plan.* Owners of properties being nominated as part of a district must develop a district designation plan. The plan shall address all properties: contributing, noncontributing and properties individually listed on the City's historic register. If a provision of the district designation plan conflicts with this Section, then the district designation plan approved by the City Council shall prevail unless doing so would negatively affect the City's certification standing regarding historic preservation. Requirements under the plan will be drafted by the applicant, reviewed by the Director and considered by the Commission. The

Commission shall forward a recommendation for the plan with the district application to the City Council, which shall render the final designation decision.

- (c) *Neighborhood Meeting.* If the nomination is for designation of a historic district, a neighborhood meeting shall be held to describe the proposed designation. All owners of property within the proposed district boundaries will be notified by first-class mail of the time, date and location.
 - (d) *Owner Vote.* After the neighborhood meeting but prior to the Commission's designation hearing, a vote by property owners of the nominated district shall be cast to ascertain consent or objection about the proposed designation. The vote shall be done by mail ballot, with one ballot per property as sent by first-class mail by the City Clerk's office. The City Clerk's office will be responsible for conducting the election of the eligible voters in the proposed historic district. The ballot must be received by the City Clerk's office by mail or in person by the date and time specified by the City Clerk. Greater than 50% of votes cast must be in favor of historic designation or the nomination fails. If greater than 50% of cast votes are in favor of the district designation, a public hearing shall be scheduled according to Section 24-1003.e.5.(e).
 - (e) *Public Hearing Procedure.*
 - 1. Quorum required. At least five members of the Commission must be present at a hearing in order to establish a quorum. If a quorum is missing due to attendance, then the Chair of the Commission may set a new date for a special hearing, or the matters scheduled for that hearing shall be heard on the next regularly scheduled hearing date. If a quorum is missing due to conflicts of interest, then alternative Commission members shall be used.
 - 2. The hearing shall be electronically recorded and minutes prepared. Hearings shall be of ample length to allow all concerned persons to address the Commission.
 - 3. Commission action/decision. Commissioners may recommend in favor of historic designation for historic districts if five votes are cast in favor of such recommendation, subject to approval by the City Council under this Section. Owners may appeal the decision pursuant to Section 24-1003.g.
 - 4. City Council action on historic districts. Within 30 days of the Commission decision, the City Council shall hold a public hearing and consider all relevant evidence. The City Council shall vote and render a decision to affirm, deny or modify the designation. The City Council decision constitutes final agency action.
 - (f) *Modification.* Modification of a district designation plan will follow the same rules and procedures as for the nomination of a historic district, except no moratorium shall be placed on district properties. Property owners within the district or the Commission may propose to modify a district designation plan. Proposals to modify a district designation plan shall be reviewed by the Commission for recommendation to the City Council.
4. *Recording.* The certificate of designation shall be recorded with the County Clerk and Recorder as follows:
- (a) Owner-nominated properties shall be recorded within five days after the thirty-day period for appeal pursuant to Section 24-1003.g if no appeal is filed, or within five days after a final City Council decision.
 - (b) Non-owner-nominated properties or historic districts shall be recorded 35 days after approval by the City Council pursuant to the procedures set forth in this Paragraph.

- (c) Recording fees shall be paid by the nominating party.
- (d) Within 15 days after recording of the historic designation, the Director shall send, via first-class mail or via e-mail, notice to the owners outlining reasons for the designation.

5. *Moratorium.*

- (a) A potential historic property or district which has been nominated but not yet designated shall be legally protected for 120 days or until its status is determined, whichever is sooner.
- (b) Permits to alter or remodel the exterior of a property or to build, relocate or raze shall not be issued during the moratorium, except by written exemption by the Commission under the following criteria:
 - (1) As necessary by law under federal or state law or City ordinance;
 - (2) When deemed to be an emergency;
 - (3) Due to unreasonable economic hardship, as defined in Section 24-1003.m; or
 - (4) Due to improper nomination.
- (c) Owners requesting such exemption may seek an expedited public hearing before the Commission at the next scheduled Commission meeting by filing such a request with the Director. If the Commission votes by a two-thirds majority that the property is eligible for exemption, the moratorium or nomination shall be suspended in whole or in part in consideration of the property seeking the waiver.

6. *Signs.* A sign approved by the Commission may be installed indicating the designation. The Commission may supply and pay for uniform signs for designated properties, subject to availability of funds. Such signs shall conform to City ordinances governing other signs in the City.

f. **Notice.** Notice of Commission public hearings shall be as follows:

- 1. *Nomination and Designation.* The Director shall send a letter of notification of nomination and public hearing for all Greeley historic register nominations.
 - (a) For owner-nominated properties, all owners shall receive notice of the nomination and public hearing by first-class mail, sent by the City, by hand delivery or by electronic mail.
 - (b) All owners of non-owner-nominated properties shall receive notice of the nomination and public hearing by certified mail, return receipt requested, sent by the City.
 - (c) All owners in a nominated district shall receive notice of the nomination and neighborhood meeting by certified mail, return receipt requested, sent by the City.
 - (d) The City shall receive notice for city-owned properties by hand delivery or by electronic mail.
 - (e) Notice shall be postmarked no less than 15 days prior to the hearing and shall reference the following:
 - (1) Privileges, obligations and restrictions which apply to historic properties or districts.
 - (2) For individual owner and non-owner nominations, the time, place and date of the Commission public hearing for designation.
 - (3) For historic district nominations, such notice shall also include the time, place and date of the district informational neighborhood meeting.
 - (f) If sufficient ballots voting in favor of district designation are returned from property owners, a district designation hearing shall be scheduled. For notification of the public hearing for historic district nominations, notice shall include the time, date and place of the public hearing, and letters shall be mailed certified mail, return receipt requested, by the City.

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- (g) The notification letters shall be mailed to the owners at their last known address of record.
2. *Newspaper notice.* The notice of designation hearing shall also be published in a newspaper of local circulation once a week for two weeks prior to the hearing. Newspaper notice shall include the following information:
- (a) Street address of the property or a list of addresses or boundaries for properties in a proposed historic district;
 - (b) Type of application: request for certificate of designation;
 - (c) Date, time and place of the public hearing; and
 - (d) Statement that additional information about the request is available at the Historic Preservation office.
3. *Sign.* A sign of sufficient size to be readily visible by landowners of adjoining property and from a public right-of-way shall be posted in a prominent place on the property no less than 14 days prior to the public hearing. In the case of nominations for a historic district, postings shall occur in the district in a manner clearly visible from public rights-of-way adjacent to the proposed district.
- g. **Appeal.**
1. *Administrative Decision.* A final decision by the Director under this Section may be appealed by the applicant to the Commission.
- (a) Appeals to the Commission shall be filed by mailing or hand-delivering to the Director a written notice of appeal within 30 days after the applicant has been served with notice of the decision by the Director. A determination by the Commission shall be issued within 30 days.
 - (b) The decision of the Commission on appeal shall be final unless the applicant or developer elects to appeal the Commission decision to the City Council.
2. *Commission Decision.* Decisions of the Commission are reviewable by the City Council
- (a) The findings and determinations of the Commission may be reviewed, modified, affirmed or reversed by a simple majority vote of the elected members of the City Council.
 - (b) Appeals to the City Council shall be filed by mailing or hand-delivering to the City Clerk a written notice of appeal within 30 days after the determination has been made and entered upon the records of the Commission. Determinations issued by the City Council shall be conducted within 30 days of filing of the notice of appeal and shall constitute final agency action.
- h. **Incentives.** An owner of a property that has been designated as historic or an owner of a contributing property in a designated historic district may apply for the following economic incentives for the restoration or rehabilitation of that property and such additional incentives as may be developed by the Commission:
- 1. Applicable state and federal tax credits.
 - 2. The low-interest loan pool created by the City pursuant to Section 24-1003.I., subject to annual availability.
 - 3. Building permit fee refund. The building portion of permit fees may be refunded for applications for projects on individually designated properties and all properties in a Greeley Historic Register designated district, including contributing and noncontributing properties. The Commission shall develop a format for establishing projected costs and rules of the restoration, preservation or rehabilitation in order that such refund of fees is equitable.
 - 4. The Commission shall attempt to identify and implement other economic incentives for historic properties. The Director shall notify the owners of historic properties of economic incentive opportunities available.

5. The Commission shall make the determination for each request for state historic preservation income tax credits.
- i. **Alterations to Designated Property.** Owners intending to reconstruct, improve, demolish or in any way significantly alter or change a designated property or a property in an historic district must first submit their plan for review to the appropriate City departments as to compliance with all City codes and ordinances.
 1. All required building, relocation and/or demolition permits shall be applied for. Permits will not be released without Commission approval or unless the Director determines that the permit should be released due to extenuating or emergency circumstances. The Commission or Director shall not issue a Certificate of Approval without evidence of permit application, if required. Certificates of approval shall be issued contingent upon the owner and/or applicant obtaining all required permits.
 2. After consultation with the City's development departments, the owner shall submit a plan for review by the Director or Commission, and a Certificate of Approval shall be issued to properties that the Director or Commission believes can be altered without diminishing the historic character of the property or district.
 3. *Major Alterations.*
 - (a) *Application Requirements.* A complete application for major alterations will contain the following: a signed application, legal description, narrative, drawings and mockups as necessary, product literature and/or samples as necessary, and digital photos as determined by the City. Projects shall be reviewed in accordance with the criteria and standards for altering properties set forth in this Section.
 - (b) *Application and Hearing Process.*
 - (1) *Notification.* Upon receipt of a complete application, the Director shall schedule a public hearing for a Certificate of Approval on the matter before the Commission, providing sufficient staff review time. Notice will be given by the City in accordance with requirements in Section 24-1003.f.
 - (2) *Public Hearing.* A quorum must be present at a public hearing for a Certificate of Approval. If a quorum is missing due to attendance, then the Chair of the Commission may set a new date for a special hearing, or the matters scheduled for that hearing shall be heard on the next regularly scheduled hearing date. If a quorum is missing due to conflicts of interest, then alternate Commission members shall be used.
 - (3) The Director shall prepare a report which shall include a summary of all comments received on the Certificate of Approval application, along with the staff recommendation, which shall be presented to the Commission. In taking action on a Certificate of Approval application, the Commission shall consider the staff report and recommendation and comments received from the applicant and the public. The Commission shall also consider whether the proposed project meets the criteria and standards in Section 24-1003.j. in taking action to approve, approve with conditions, deny or table the application for future consideration.
 - (c) *Findings.* The findings of the Commission shall be based on criteria and standards in Section 24-1003.j., and the decision of the Commission on a Certificate of Approval major alteration application shall be considered final unless appealed by the property owner or applicant to the City Council, in accordance with the appeal process in Section 24-1003.g.

- (d) *Certificate of Approval.* After approval of a Certificate of Approval major alteration application, the Director shall cause the Certificate of Approval, signed by the Commission Chair, which may include plans, drawings, photos and other documents, as approved, to be recorded in the office of the County Clerk and Recorder. The applicant or property owner shall be responsible for paying all applicable recording fees. Work shall be completed within 12 months of the date of Commission approval, with the option for up to two six-month extensions as approved by the Director. Work not complete within these time parameters will require new approval through submittal of a new application to the Commission for review.
- (e) *Denial.* If an application for a Certificate of Approval is denied, the applicant may revise the application extensively or submit a new application for review by the Commission. In this case, the application would be considered a new application and would follow the entire process for Certificate of Approval applications. The applicant may appeal decisions of the Director to the Commission and decisions of the Commission to the City Council, in accordance with appeal procedures in Section 24-1003.g.

4. *Minor Alterations.*

- (a) *Application Requirements.* A complete application for minor alterations will contain the following: signed application, photos, narrative, product literature or drawings as necessary and the application fee as determined by the City.
- (b) *Application Process.*
 - (1) *Notification.* Upon receipt of a complete application, the Director shall notify the property owner and applicant of receipt of the application and requirement for staff review.
 - (2) *No Public Hearing.* No public hearing is required for minor alteration applications.
 - (3) *Findings.* The Director shall review the application for minor alterations and make findings based on criteria and standards set forth in Section 24-1003.j..
 - (4) *Certificate of Approval.* The Director shall approve the application and issue a Certificate of Approval if the proposed project meets the criteria and standards set forth in Section 24-1003.j., and can be completed without negatively impacting the historical integrity of the property. After approval, the Director shall cause the Certificate of Approval for minor alterations to be signed by the Director, which may include plans, photos or other documents, to be recorded in the office of the County Clerk and Recorder. The applicant or property owner shall be responsible for paying all applicable recording fees.
 - (5) If the Director finds that the proposed project does not meet the criteria and standards in Section 24-1003.j., the Director will notify the applicant of the reasons for denial and notify the applicant of the opportunity to appeal the decision to the Commission.

5. *Relocation.*

- (a) *Application Requirements.* A complete application for relocation will contain the following: signed application, location information, narrative, drawings, digital photos and the application fee as determined by the City.
- (b) *Application Process.* The application process for relocation applications will follow the same process as for major alterations, as set forth in this Section.

6. *Demolition.*
 - (a) *Application Process and Requirements.* A complete application for demolition will contain the following: signed application, narrative, digital photos, additional documentation as requested and the application fee as determined by the City.
 - (b) *Application Process.* The application process for demolition applications will follow the same process as for major alterations, as set forth in this Section.
7. *Emergencies.* In the event of an emergency, as defined in Section 24-1003.m., owners shall perform necessary measures to preserve the property and notify the Director within three days of the emergency event. Owners shall make efforts to document the damage and provide that documentation, including photos and the measures done to preserve the structure, to the Director to assist in establishing the proper treatment for the property and to obtain a Certificate of Approval if necessary.
8. *Requirement of Maintenance to Prevent Demolition by Neglect.*
 - (a) The owner of a designated property and owners of properties in a historic district must perform reasonable maintenance of the properties, as that term is defined in Section 24-1003.m.
 - (b) The owner of a designated property and owners of properties in a historic district shall not commit demolition by neglect, as that term is defined in Section 24-1003.m.
 - (c) Noncompliance with this subsection will be punishable in accordance with other violations of this Section, the same as for violations that are sanctioned administratively as Code infractions, pursuant to Chapter 1.33 of the Greeley Municipal Code, and shall proceed as set forth in Chapter 24-209 of the Greeley Municipal Code.

j. **Criteria for Certificate of Approval.**

1. *Alterations.* Criteria and standards for alterations to a designated property or a property in a historic district are as follows:
 - (a) The effect of the alteration or construction upon the general historical or architectural character of the designated property.
 - (b) The architectural style, arrangement, texture and materials of existing and proposed construction, and their relationship to the other buildings.
 - (c) The effects of the proposed work in creating, changing or destroying the exterior architectural features and details of the structure upon which the work shall be done.
 - (d) The compatibility of accessory structures and fences with the main structure on the site and with adjoining structures.
 - (e) The effect of the proposed work upon the protection, enhancement, perpetuation and use of the landmark or landmark district.
 - (f) Compliance with the current Secretary of the Interior's Standards for the Rehabilitation of Historic Properties, as defined in 24-1003.m.
 - (g) If the property is a noncontributing property in a historic district, then alterations will be in accordance with the district designation plan as recommended by the Commission and approved by City Council.
 - (h) Other requirements for alterations of a designated property or contributing property in a district as are required by the procedures and bylaws established by the Commission.
2. *Relocation.* Criteria for relocation of a designated property or contributing properties in a district are as follows:
 - (a) In all cases, it shall be the preference of the Commission to keep structures at their original sites.

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- (b) For relocation applications, the Commission shall consider the following criteria in addition to those described for alterations:
- (1) Original site.
 - i. Documentation showing that the structure cannot be rehabilitated or reused on its original site to provide for any reasonable beneficial use of the property.
 - ii. The significance of the structure as it relates to its present setting.
 - iii. When a governmental entity exercises power of eminent domain, the Commission should first consider relocating before demolishing.
 - iv. Whether the structure can be moved without significant damage to its physical integrity, and the applicant can show that the relocation activity is the best preservation method for the character and integrity of the structure.
 - v. Whether the structure has been demonstrated to be capable of withstanding the physical impacts of the relocation and re-siting.
 - vi. Whether a structural report submitted by a licensed structural engineer adequately demonstrates the soundness of the structure proposed for relocation.
 - (2) New location.
 - i. Whether the building or structure is compatible with its proposed site and adjacent properties and if the receiving site is compatible in nature with the structure proposed to be moved.
 - ii. Whether the structure's architectural integrity is consistent with the character of the neighborhood.
 - iii. Whether the relocation of the historic structure would diminish the integrity or character of the neighborhood of the receiving site.
 - iv. Whether the proposed relocation is in compliance with all City ordinances.
3. *Demolition.* Criteria for demolition of a designated property or contributing property in a district. A permit for demolition shall be issued if the applicant can clearly demonstrate that the designated property meets the criteria for demolition as set forth under this Section by balancing the criteria of a. through d. below versus e. Not all of the criteria must be met for the Commission to recommend demolition. Appeals of the decision shall be made under Section 24-1003.g.
- (a) The structure must be demolished because it presents an imminent hazard.
 - (b) The structure proposed for demolition is not structurally sound despite evidence of the owner's efforts to properly maintain the structure.
 - (c) The structure cannot be rehabilitated or reused on site to provide for any reasonable beneficial use of the property.
 - (d) The structure cannot be moved to another site because it is physically or economically impractical.
 - (e) The applicant demonstrates that the proposal mitigates to the greatest extent practicable the following:
 - (1) Significant impacts that negatively alter the visual character of the neighborhood where demolition is proposed to occur.
 - (2) Significant impact on the historical importance of other structures located on the property and adjacent properties.
 - (3) Significant impact to the architectural integrity of other structures located on the property and adjacent properties.
 - (f) If partial demolition is approved by the Commission and is required for the renovation, restoration or rehabilitation of the structure, the owner should mitigate, to the greatest extent possible:

- (1) Impacts on the historical importance of the structure or structures located on the property.
- (2) Impacts on the architectural integrity of the structure or structures located on the property.

k. **Removal from Historic Register/Hardship Exemptions.** City Council may remove the designation of a historically designated property or district if it finds that historic designation creates an undue hardship in accordance with the criteria in this Section. If a request to the Commission for a Certificate of Approval does not conform to the applicable criteria, an applicant may request an exemption from the certificate requirements, provided that the intent and purpose of this Section are not significantly eroded, and provided that adequate documentation is submitted to the Commission either in writing or by testimony to establish qualification for one of the following exemptions. Such documentation or testimony must be substantiated by professional opinion or thorough explanation of how the information was obtained.

1. *Economic Hardship Exemption.* An economic hardship exemption may be granted if:
 - (a) The owner is unable to obtain a reasonable return on investment in the property's present condition or in a rehabilitated condition.
 - (b) For non-income-producing properties, the owner is unable to resell the property in its current condition or if rehabilitated.
 - (c) The economic hardship claimed is not self-imposed, including from lack of maintenance.
2. *Health/Safety Hardship Exemption.* To qualify for undue hardship, the applicant must demonstrate that the application of criteria creates a situation substantially inadequate to meet the applicant's needs because of health and/or safety considerations.
3. *Inability to use exemption.*
 - (a) If no sale can be made or no feasible use is found for the structure within two years of denial of a permit, the owner may request a waiver of all or part of the process described above.
 - (b) In determining the applicability of this Section, the Commission shall include the following factors in its deliberations:
 - (1) Written documented evidence illustrating efforts by the owner to make repairs, find an appropriate use or sell the property.
 - (2) Written evidence of the owner's efforts to secure assistance for conforming the application with this Section without demolition or defacement.
- 4 For the purpose of establishing and maintaining sound, stable and desirable historic districts within the City, the removal of historic designation is to be discouraged. This policy is based on the opinion of the City Council that the City's historic districts and individually designated properties are the result of a detailed and comprehensive appraisal of the City's present and future needs regarding land use allocation and other considerations while supporting the City's historical significance; and, as such, the policy should not be amended unless to correct manifest errors or because of changed or changing conditions in a particular area of the City in general.

l. **Historic Preservation Low Interest Loan Program .** This Section shall be used to promote the intent stated in Section 24-1003.a, by providing a pool of available funds which will be loaned at low rates of interest for the maintenance and improvement of properties designated as historic by the City.

1. *Historic Preservation Loan Committee.*
 - (a) The Historic Preservation Loan Committee (HPLC) shall consist of seven voting members as appointed by the Historic Preservation Commission, including:

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- (1) A member with experience in residential and/or commercial construction management,
 - (2) A member engaged in regional or local history,
 - (3) A licensed real estate broker,
 - (4) A member of the Historic Preservation Commission
 - (5) The Director;
 - (6) A planning staff member that administers the Historic Preservation Commission; and
 - (7) The Assistant City Manager.
 - (8) Ex officio members: a member of the City Attorney's office as the legal advisor; a representative of the City Finance Department; and one member of the City Council.
 - (b) One City employee HPLC member shall be appointed by the City Manager as the staff liaison to administer the HPLC.
 - (c) Appointment of the HPLC members shall be for a maximum of three-year terms. The initial terms will be staggered as established by the Historic Preservation Commission.
 - (1) Vacancies on the HPLC shall be filled by the Historic Preservation Commission.
 - (2) Members of the HPLC whose terms of office expire may apply for reappointment.
 - (3) Members of the HPLC wishing to resign prior to completion of the appointment term shall inform the Historic Preservation Commission in writing, with a copy sent to the HPLC Chair and the Staff Liaison.
 - (d) The HPLC shall conduct its proceedings in accordance with "Robert's Rules of Order" and set forth additional rules and procedures in the form of bylaws for the HPLC.
 - (e) The HPLC shall have the duty to conduct itself in a professional manner, holding all financial information and other sensitive information in strict confidence; and make all loan decisions with consideration for the future and stability of the loan pool.
 2. *Powers of HPLC.* The HPLC shall have the power to:
 - (a) Establish loan criteria to be approved by Council resolution.
 - (b) Receive and review applications for credit.
 - (c) Approve or deny applications for loans.
 - (d) Conduct inspections.
 - (e) Supervise and administer a historic preservation loan program between and among the City and the owners of designated properties, including those properties designated on the State Register or the National Register of Historic Places.
 3. *Application to HPLC.*
 - (a) Any owner of an eligible property may submit an application for consideration by the HPLC. As part of the application process, the owner shall also submit a detailed description of the owner's plan for the historic preservation and protection of the subject property.
 - (b) The property owner shall submit an itemized brands and materials list.
 - (c) The owner shall also submit financial statements for all persons applying for historic preservation loans as may be requested by the HPLC.
 - (d) The HPLC reserves the right to request such additional information as it determines necessary relative to ownership, financial considerations, plans, contractor information and/or other information the HPLC determines pertinent.

- (e) A person who applies for a loan pursuant to this subsection and whose application is denied may reapply not more than once in any twelve-month period. Decisions made by the HPLC are final.

4. *Criteria for Approval or Denial.*

- (a) Applications for participation in the Historic Preservation Loan Program shall be in the names of all owners of title. Application in the names of less than all owners shall not be permitted.
- (b) Ownership and title to the property, must be in "good" or marketable title, with all taxes and loans current, liens paid, no foreclosure proceedings pending and all restrictions of record and encumbrances disclosed and approved by the HPLC, and be in compliance with all zoning codes.
- (c) The owner will provide documents and proof of title, including encumbrances, liens, restrictions of record or other evidence of the title to the property as the HPLC may request. The owner shall agree to pay for all ownership and encumbrance reports, title insurance, title searches and other fees as the HPLC may deem necessary or appropriate. All costs must be paid by the owner at the commencement of the loan application process.
- (d) The HPLC shall apply loan repayment criteria to each historic preservation loan application as the HPLC determines is appropriate.
- (e) The HPLC shall, after consultation with the applicants, determine an appropriate loan repayment schedule which may be on a monthly basis, but in no event shall it be on less than a quarterly basis. 45 days after failure to make timely payment shall cause the entire principal balance, together with all accrued interest thereon, to become a lien upon the property. The lien shall have priority over all liens, except general taxes and prior special assessments, and the same may be certified by the Director of Finance, together with all accrued interest and a 10% collection charge, to the County Treasurer for collection as provided by law; provided, however, that, at any time prior to sale of the property, the applicants may pay the amount of all delinquent installment payments, together with all accrued interest and the 10% collection charge, and any other penalties and costs of collection. Upon payment, the applicants shall be restored to nondelinquent status and may pay in installments in the same manner as if default had not been made.

- m. **Defined Terms.** The following terms used in this Section shall have the meaning given below. All other terms shall have their usual customary meaning, or the meaning given elsewhere in this code or other applicable uniform or international code adopted by the City, except where the context clearly indicates a different meaning.

Alteration means any act or process requiring a building permit, moving permit, demolition permit or sign permit for the reconstruction, moving, improvement or demolition of any designated property or district; or any other action in which a review by either the Historic Preservation Commission or the Historic Preservation staff is necessary under this Section and/or the district designation plan and in accordance with the definitions of major and minor alterations.

Area means the geographical region or the extent of land identified with one or more areas of significance as set forth in the criteria for designation at Section 24-1003.e., and may be nominated for historic designation on the local register.

Burden of proof under this Section shall be a preponderance of the evidence.

Certificate of approval means a certificate issued by the City authorizing the construction, alteration or demolition of property and improvements designated under this Section.

Commission means the Historic Preservation Commission as created in Chapter 1, Section 24-103.e. of this code.

Contributing buildings, sites, structures and objects means historic properties within the proposed or designated district and includes individually designated properties and nondesignated properties that contribute to the historic district by their shared and unique architectural, historic or geographical characteristics.

Demolition means any act or process which destroys, in part or in whole, any designated property or property located within a designated historic district.

Demolition by neglect means neglect in maintenance, repair or security of a site, building or structure, resulting in any of the following conditions:

1. The deterioration of exterior walls or other vertical supports or a portion thereof;
2. The deterioration of roofs or other horizontal members;
3. The deterioration of exterior chimneys;
4. The deterioration of exterior plaster or mortar;
5. The ineffective weatherproofing of exterior walls, roofs and foundations, including broken windows and doors; or
6. The serious deterioration of any documented exterior architectural feature or significant landscape feature which, in the judgment of the Commission, produces a detrimental effect upon the character of the district.

Designated property means a historic property individually listed on the City's historic register through the procedural requirements and criteria in this Section.

District designation plan means a plan generated by the historic district residents and/or owners for Commission use in reviewing Certificate of Approval applications. This plan shall incorporate elements such as, but not limited to, building height, setback, building envelope and new construction.

Emergency means an unexpected and sudden event that must be dealt with urgently in order to stabilize or protect a structure.

Historic district means a geographically definable area with a concentration of buildings, structures, sites, spaces or objects unified by past events, physical development, design, setting, materials, workmanship, sense of cohesiveness or related historical and aesthetic associations, that is recognized through listing in a local, state or national landmarks register.

Historic property means the public and private resources in the City, including buildings, homes, replicas, structures, objects, properties, parks, land features, trees and sites, that have importance in the history, architecture, archeology or culture of the City, State or Nation, as determined by the Commission.

Maintenance means measures to protect and stabilize a property, including ongoing upkeep, protection and repair of historic materials and features. *Maintenance* shall include the limited and responsive upgrading of mechanical, electrical and plumbing systems and other Code-required work to make a property safe and functional.

Major alteration a modification to a structure that has potential to significantly alter the character of the property and includes, but is not limited to, window replacement; building addition; porch enclosure; reconstruction of a portion of the primary building; addition of dormers or other alteration to the roofline; reconstruction of features on a building; material replacement with a different material (e.g., siding); alteration or replacement of a character-defining feature;

demolition; relocation; and new construction. *Major alteration* includes any modification that is not considered maintenance or a minor alteration.

Minor alteration means a modification to a structure that does not significantly alter the character of the property and includes, but is not limited to, replacement of roof; installation and repair or replacement of gutters if exterior trim elements are not altered; reconstruction and/or repair of portions of secondary structures; addition or replacement of storm windows and doors to existing windows and doors; repair or replacement of architectural elements with the same material, design, size, color and texture; replacement of less than fifty percent (50%) of a porch railing; replacement of original material with the same material (e.g., replacing a portion of wood siding with wood siding of the same size, profile and type); removal of nonoriginal material, such as vinyl, aluminum, etc.; adding awnings; repainting masonry; and signs requiring a permit.

Moving or relocating means lifting a building, structure or object from the existing location and taking it to a new location.

Nomination means the process of filing an application for designation.

Noncontributing buildings, sites and structures means those properties which do not share the architectural, historical or geographical characteristics of the historic district except for their physical presence within the district. These properties do not contribute to the historic district's characteristics. New construction shall be considered a noncontributing building or structure.

Preservation plan means the officially adopted document which provides information about local history and preservation programs, articulates City preservation goals and objectives, and guides decisions and actions of the Commission and staff.

Public comment means any notation, observation, remark or recommendation made during a hearing by a member of the public in response to a proposed Commission action.

Register means a locally maintained list of properties designated as historic.

Replica means any reconstruction or recreation of any buildings, structures or other resources deemed to be of historic importance by the Commission.

Secretary of the Interior's Standards means the Secretary of the Interior's Standards for the Treatment of Historic Properties, in Title 36 of the Code of Federal Regulations, Part 68, which governs alterations to historic properties listed in the National Register of Historic Places. The standards, which pertain to the exterior and interior of historic buildings, deal with design, methods of construction and materials and define Preservation, Rehabilitation, Restoration and Reconstruction as treatments. This reference shall always refer to the current standards and definitions, as amended.

Streetscaping means rehabilitation, preservation and beautification of those exterior elements of a designated property which are visible from a street, including elements and landscaping within a front or street side setback and/or the public right-of-way.

Structure means anything constructed or erected on or in the ground, the use of which requires a more or less permanent location on or in the ground, including, but not limited to, walls, retaining walls, fences, parking lots, parking slabs and oil and gas production facilities.

Unreasonable economic hardship means severe economic impact to the property as determined on a case-by-case basis by the Commission.

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- a. **Intent.** The intent of this Section is to:
1. Protect the natural environment and conserve environmentally sensitive lands by directing new development into areas with few natural or environmental constraints
 2. Mitigate adverse impacts when developing near sensitive areas, including wildlife habitat and areas of native or unique plants.
 3. Plan and integrate topographic features, natural systems and sensitive lands into open space systems, and coordinate open spaces and natural areas with surrounding development patterns.
 4. Improve stormwater management, protect water resources, preserve ecosystems and habitats, and improve sustainability efforts by protecting areas of ecological significance.
 5. Enhance the environmental and ecological function of un-built portions of sites, projects or other areas, in a manner that supports development in nearby areas.
- b. **Applicability.** This Section shall apply to any development application in the impact areas show on the City's Areas of Ecological Significance Map. This map shall be based on the mapping and research done by the Colorado Division of Wildlife and the City, and on file with the Community Development Department. The City may update the map periodically, and may include areas which are not mapped but which upon further investigation are determined to posses similar characteristics as those included in the Map. The Director may exempt areas from the provisions of this code where a specific investigation demonstrates that the area subject to a development application does not possess the characteristics of areas delineated on the Areas of Ecological Significance Map, and applying the standards would not further the intent of this Section.
- c. **General Provisions.**
1. To the maximum extent practicable, all development plans shall be designed and arranged to ensure that little or no disturbance shall occur to any high or moderate impact area identified on the Areas of Ecological Significance Map as a result of the development.
 2. If any development generates a disturbance or influence to an impact area or to a natural feature located in an impact area, the development shall restore or replace the natural resource either on the site or off the site in the vicinity as approved by the City after notice has been provided to the adjacent property owners. Any such restoration or replacement shall be equivalent to replace the natural resource which was lost.
 3. To the extent practicable, mitigation measures shall be targeted to the specific natural features, wildlife species and/ or wildlife habitat impact brought about by a particular development. Such measures may be mixed and matched to address a diversity of potential impacts encompassed within a single application.
 4. Where more than one species inhabits a site, priority shall be given to that species which is at the highest risk. Development plans shall include provisions to ensure that any habitat that is key or critical to the survival of threatened or endangered species shall not be disturbed or diminished and, to the maximum extent practicable, shall be enhanced.
- d. **High & Moderate Impact Areas.**
1. *Designation of Impact Areas.* Impact areas as determined on the Areas of Ecological Significance Map shall be used to designate specific areas of the site in which limited development may occur upon compliance with the regulations of this Chapter. Impact areas may be multiple and noncontiguous on a development plan.
 - (a) The boundaries of high and moderate impact areas as mapped are approximate. The true boundary of such areas shown on development plans shall be proposed

by the applicant, subject to approval by the City through site evaluation, and shall be based on the ecological characterization of the site in conjunction with the Areas of Ecological Significance Map.

- (b) In establishing boundaries for wetlands found on a development site, the applicant and the City may use hydrological evidence, ecological characterization and/or soil analysis. Such information may be existing or the Director may request that the applicant provide additional information determined by the Director to be necessary for a thorough and comprehensive review.
 - (1) Standards and guidelines and/or professional recommendations of the Colorado Division of Wildlife or other agencies or persons with technical expertise in wetland delineation may be used to determine wetland boundaries.
 - (2) In no event shall the defined wetland boundary be less inclusive than that which would be determined by the standards used by the U.S. Army Corps of Engineers.
- (c) The following shall be considered in identifying or amending the high and moderate impact areas:
 - (1) Ecological character and wildlife use of the impact area, stream corridor and wetland protection and buffering, wildlife movement corridors and type and quality of existing plant communities, preservation of significant tree and shrub stands and native grasslands;
 - (2) Foreseeable impacts of development on wildlife usage, ecological character or function of the impact area;
 - (3) Visual impacts, including ridge line and hillside protection areas;
 - (4) Existence of special habitat features such as key raptor habitat (including hunting roosts, night roosts and nest sites); key production areas, concentration areas and feeding areas for waterfowl; key use areas for shorebirds and water birds; key nesting sites for migrant songbirds and ground-nesting songbirds; deer concentration areas; black-tailed prairie dog colonies over 50 acres in size; grasslands; plains cottonwood-willow riparian habitat; and any wetland;
 - (5) Flood plains and flood ways;
 - (6) Erosion prevention and control, including but not limited to, protection of natural drainageways and compliance with approved storm water drainage management plans;
 - (7) Water conservation, including but not limited to, preservation of existing native vegetation, reduction in amounts of irrigated suburban development and other considerations;
 - (8) Practical needs of approved construction activity in terms of ingress, egress, necessary staging and operation sites and the extent of proposed construction impact, including utility line construction and installation;
 - (9) Character of the completed development in terms of use, density, traffic flow, quantity and quality of water runoff, noise, light and other impacts; and
 - (10) Site topography including slope, drainage features, terraces, bluffs and hillsides, or ridge lines.

2. *Biologists Report.* If a development site contains or is adjacent to an impact area as mapped, then a report prepared by a qualified biologist or ecologist shall be provided unless waived by the City if adequate information is available for the site. The report shall cover the following:

- (a) Areas inhabited by or frequently used by state or federally listed endangered or threatened species and species of special concern;
- (b) Use of the area by significant wildlife including a species list, season of use and the purpose of use that the area provides for wildlife;

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- (c) Location of predominant species and characteristics of significant stands of vegetation;
 - (d) High water mark of any permanent water body or lake, or bank and one-hundred-year flood zone of any stream or river, if applicable;
 - (e) Wildlife movement corridors or special habitat features;
 - (f) Ecological functions of the site in relation to surrounding areas;
 - (g) Structures or uses that would discourage wildlife use of the area;
 - (h) Recommendations concerning desirable and undesirable development features, site improvements and uses; and
 - (i) The biologist shall develop recommendations to mitigate the negative impacts of development proposals. Such recommendations shall consider the intentions of the applicant for the development of the property in determining which of the following mitigation measures may apply:
 - (1) All measures shall first be considered that avoid potential influences to impact areas if deemed feasible and practicable by the Director. If not deemed feasible and practicable, then;
 - (2) All measures shall be considered that minimize potential influences to impact areas if deemed feasible and practicable by the Director. If not deemed feasible and practicable, then;
 - (3) Measures shall be taken to rectify negative influences to impact areas by repairing, rehabilitating or restoring the affected environment if deemed feasible and practicable by the Director. If not deemed feasible and practicable, then;
 - (4) Measures shall be taken to reduce or eliminate the negative influences to impact areas over time by preservation and maintenance operations during the life of the project if deemed feasible and practicable by the Director. If not deemed feasible and practicable, then;
 - (5) Measures shall be taken to mitigate the influences to impact areas by replacing or providing substitute resources and/or environments.

- 3. *Biologist Qualifications & Cost Estimate.* The report in Section 24-1004.d.2 shall be provided by a qualified biologist or ecologist under contract to the City, the cost of which shall be borne by the applicant. Upon request, the City shall provide an estimate for the cost of the report. Preparation of the biologist's report may be waived if the applicant has a report acceptable to the City to submit as a substitute.

e. Development Standards

- 1. *Generally.* Development shall be prohibited in high and moderate impact areas unless approved by the City under the provisions herein.
 - (a) No disturbance due to approved development activity such as grading or alteration of vegetation shall occur within any impact area except as provided in Section 24-1004.d. Disturbance shall include draining, filling, dredging or clearing activities, or stockpiling materials that leads to alteration of habitat within the impact area.
 - (b) No construction activity, including grading, excavation or stockpiling of materials, shall be permitted within the impact area prior to approval by the City of a storm water drainage and erosion control plan.
 - (c) If site development causes any disturbance within an impact area, the applicant shall propose appropriate mitigation measures for approval by the City, whose approval shall not be unreasonably withheld. Such mitigation or restoration measures shall be included in the biologist's report, as required by Section 24-1004.d.2. Any mitigation or restoration effort shall be equivalent to, or exceed the loss suffered by the community as a result of, the disturbance. Restoration or mitigation plans shall emphasize the use of native plant species.

- (d) In addition to those projects which require a building permit, construction may be permitted within the impact areas subject to approval by the Director for:
 - (1) Mitigation of damage due to development;
 - (2) Restoration of disturbed, degraded or damaged areas;
 - (3) Utility work when such activities cannot reasonably be located outside the impact areas or on surrounding lands;
 - (4) Public safety purposes; or
 - (5) Habitat enhancement projects.

2. *Protection of Wildlife Habitat and Ecological Integrity.*

- (a) To the extent practicable, construction shall be timed to minimize disturbance of endangered or threatened species or species of special concern occupying or using the site and adjacent lands.
- (b) Black-tailed prairie dogs inhabiting portions of the site shall be relocated or humanely euthanized by the developer or developer's agent using legally approved methods for relocation and euthanasia which do not displace prairie dogs onto other properties prior to the onset of construction activity. Destruction of prairie dog towns shall not occur during the nesting season (March 15 – August 31) of the burrowing owl unless the town has been surveyed by a professional biologist/ecologist familiar with burrowing owl behavior and it is found that burrowing owls are not engaged in nesting/brood-rearing activities. If burrowing owls are found actively nesting or brood-rearing on a construction site, a plan shall be developed by the applicant and approved by the City and/or the Colorado Division of Wildlife for protecting the owls from disturbance by construction activity. This plan shall be implemented before development activity may begin.
- (c) If the development site contains existing areas that connect or provide corridors to adjacent impact areas, the development plan shall preserve those connections intact. Developments adjacent to streams, rivers and other designated natural drainage ways shall incorporate movement corridors for wildlife as part of the development plan. Movement corridors in such areas shall not be obstructed by fencing that prevents the free movement of deer and other wildlife along the corridor.
- (d) If the development site contains a lake, reservoir or pond, the development plan shall include enhancements and restoration necessary to protect and provide reasonable wildlife habitat, improve the aesthetic quality and protect areas subject to wind and wave action.
- (e) Water features incorporated as an aesthetic enhancement for developments shall be designed and constructed in a manner that will minimize their attractiveness for Canada geese. The City may not approve water features with large expanses of blue grass immediately surrounding the water impoundment area. Tree and shrub thickets may be used to discourage use by Canada geese in such areas.

3. *Protection During Construction.*

- (a) Designation of impact areas as approved by the City shall be shown on the final site plan. Impact areas shall be designated and marked in the field by methods approved by the City, prior to the onset of construction activity.
- (b) Temporary construction barrier fencing shall be installed and maintained at the impact area before and during construction. The marking of trees, shrubs and thickets to be preserved within impact areas that will be disturbed during construction shall be done in a way that will not permanently scar or deface the plant.

4. *Proof of Compliance.*

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- (a) When a proposed development will disturb existing wetlands, the applicant shall provide to the City a written statement from the U.S. Army Corps of Engineers that the development plan fully complies with all applicable federal wetland regulations established in the Clean Water Act.
 - (b) The applicant shall provide a certification to the City that the development plan complies with all applicable federal, state or county environmental regulations.

f. **Defined Terms.** The following terms used in this Section shall have the meaning given below. All other terms shall have their usual customary meaning, or the meaning given elsewhere in this code or other applicable uniform or international code adopted by the City, except where the context clearly indicates a different meaning.

Community shall mean one or more populations of plants and animals in a common grouped arrangement within a specified area.

Corridor or movement corridor shall mean a belt, band or stringer of vegetation or topography that provides a completely or partially suitable habitat and which animals follow during daily, periodic or seasonal movements.

Development shall mean any construction or activity which changes the basic characteristics or use of land on which construction or activity occurs, including but not limited to any non-natural change to improved or unimproved real estate, substantial improvements to buildings or other structures, mining, dredging, filling, grading, paving, extraction or drilling operations.

Ecological character shall mean the natural features and attributes of an area or landscape that, combined, give the area its character.

Enhancement shall mean the improvement of the land or water of the impacted or replacement area beyond that which would occur without the development.

Habitat shall mean areas that contain adequate food, water and cover to enable one or more species of wildlife to live in or use the area for part or all of the year and which typically consists of natural or planted vegetation along with one or more sources of water available in the area or adjacent areas.

Habitat, aquatic shall mean areas which are typically adjacent to sub-irrigated areas or standing or flowing water and which can be identified by the presence of water at or near the ground surface, including streams, rivers, creeks, lakes, ponds, reservoirs, wetlands, marshes, springs, seep areas, bogs and riparian areas.

Habitat, terrestrial shall mean trees, shrubs, grasses, forbs and legumes which provide food and/or cover for one or more species of wildlife.

High impact areas shall mean those designated areas which contain significant natural features which would be severely and negatively compromised by development. Such areas are identified on the Areas of Ecological Significance Map.

Hydric soils shall mean soils which are saturated or nearly so during all or part of the year.

Hydrophilic plant populations shall mean vegetation that requires standing or flowing water or saturated or nearly saturated soils in order to grow.

Loss shall mean a change in wildlife resources due to development activities that is considered adverse and which would: 1) reduce the biological value of habitat; 2) reduce the numbers of species; 3) reduce population numbers of species; 4) increase population numbers of

nuisance/generalist species; 5) reduce the human use of wildlife resources; or 6) disrupt ecosystem structure and function.

Mitigation shall mean a mechanism for addressing undesirable impacts on fish, wildlife, plants, habitat and other natural resources. Mitigation may be accomplished in several ways including reducing, minimizing, rectifying, compensating or avoiding impacts. Mitigation may include: 1) avoiding the impact altogether by not taking a certain action or parts of an action; 2) minimizing impacts by limiting the degree or magnitude of the action and its implementation; 3) rectifying the impact by repairing, rehabilitating or restoring the affected environment; 4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; or 5) compensating for the impact by replacing or providing substitute resources or environments.

Moderate impact areas shall mean those designated areas which contain significant natural features which would be moderately and negatively compromised by development. Such areas are identified on the Areas of Ecological Significance Map.

Natural area shall mean aquatic or terrestrial habitats or areas which exist in their natural condition and which have not been significantly altered by human activity.

Natural area corridor shall mean an aquatic or terrestrial corridor that connects one or more impact areas or habitats together.

Natural feature shall mean those features which give an area its general appearance and ecological character and which attract or support the wildlife species that use or inhabit the area.

Practicable shall mean capable of being done within existing constraints, including environmental, economic, technological or other pertinent considerations.

Riparian zone shall mean an area where the presence of surface and/or high subsurface water levels permits the existence of increased vegetative diversity and abundance as contrasted to surrounding areas.

Significant (biologically) shall mean wildlife or habitats that because of their relative attributes deserve greater consideration in resource management decisions. *Relative attributes* may include: 1) species that have state and/or federal listing as endangered/threatened, or have standing as species of special concern; 2) species with restricted distributions or highly specific habitat requirements; 3) species that are representative of a particular habitat type; 4) indicator species whose physical presence denotes the presence of other species or environmental conditions not readily observed; or 5) species with economic value or possessing traits that are of particular interest to humans.

Significant habitat shall mean an area which is necessary for maintaining viable local populations of organisms.

Species, endangered shall mean those species of wildlife and plants which have been identified and listed by the U.S. Fish and Wildlife Service and/or the Colorado Department of Wildlife as endangered.

Species, indicator shall mean those species of wildlife and plants which can be used to gauge or measure the quantity and/or quality of a particular type of habitat.

Species of special concern shall mean those species of wildlife and plants which the Colorado Division of Wildlife has identified and listed as State Species of Special Concern.

Species, sensitive shall mean those species of wildlife and plants which have specialized habitat needs or species that require habitat that is available only in limited quantity, or those species that are sensitive to noise or other types of disturbances which are usually caused by humans.

Species, threatened shall mean those species of wildlife and plants which have been identified and listed by the U.S. Fish and Wildlife Service and/or the Colorado Department of Wildlife as threatened.

Stringer shall mean a strip of vegetation that extends into another type of vegetation creating an edge effect and providing a movement corridor for a variety of wildlife species.

Wetlands shall mean lands that are transitional between aquatic and terrestrial habitat where the water table is at or near the surface, or the land is covered by water during a portion of the year. Wetlands are characterized by: 1) hydric soils, with undrained substrate; 2) hydrophilic plant populations; 3) standing water or deposits of leached compounds in surface soils; or 4) high subsurface water table.

Wildlife shall mean wild, native vertebrates (including fish), mollusks, and crustaceans and any species introduced or released by the Division of Wildlife, whether alive or dead, including any part, egg or offspring thereof.

24-1005 General Improvement District Overlay

- a. **Intent.** The intent of this Section is to provide standards for the use and development of land in the General Improvement District (GID) #1. The specific intent is to:
 - 1. Allow development that reflects the historic development patterns of Downtown Greeley.
 - 2. Compliment the scale, mass, form and design of buildings, and promotes the unique character of downtown Greeley.
 - 3. Coordinate development in the downtown area with the design and investments in public spaces, including streets, civic spaces and other gathering places.
 - 4. Implement the planning and urban design policies for Downtown reflected in the Comprehensive Plan, or any specific plan for any parts of the Downtown area.
- b. **Applicability.** The provisions herein shall apply to all land located within the General Improvement District (GID) #1, which is bounded by 6th Street to the north, 11th Avenue to the west, 11th Street to the south and 7th Avenue to the east, excluding City Block 35
- c. **District Regulations** .Land in the General Improvement District #1 shall be exempt from:
 - 1. The Zoning District Development Standards in Chapter 4, or the corresponding Development Standards in Chapters 5 and 6 applicable to the district in which the property is located;
 - 2. The Landscape Design Standards in Chapter 8; and
 - 3. The off-street parking and loading standards in Chapter 7; however if parking is provided, any applicable landscape standards shall apply to the parking that is provided.

24-1006 Redevelopment District Overlay

- a. **Intent.** The intent of this Section is to apply alternative standards for the use and development of land and to allow additional discretion via the application of alternative compliance within the Redevelopment District. The specific intent is to:
1. Remove unnecessary barriers to infill development where it reflects the development pattern and scale of a particular district, area or block.
 2. Ensure complimentary development where the purposes of this code and the intent or design objectives can be met by alternative designs.
 3. Provide equivalent standards in a creative way based on a more specific analysis of a site or building, and not modify or reduce requirements of the building or zoning codes.
- b. **Applicability.** The provisions of this Section shall apply to all land located within the Redevelopment District, which is all land located within the boundaries of the urban renewal area of the City, as it may be amended from time to time by the City Council.
- c. **Redevelopment District Performance Options.**

Table 24-10-1: Redevelopment District Performance Options	
Option # / Description	Conditions Required to Use Option (all must be met)
1. Open Space: Reduced - for commercial, cluster, multi-family and mixed-use development.	The amount of required open space in a commercial, cluster, multi-family or mixed-use development may be reduced by up to 2% of the total site for every recreational amenity provided. Recreational amenities may include the following incorporated into the open space designs of Section 24-302 and 24-503.d: : swimming pools; clubhouses or community centers or buildings; playgrounds with play equipment; picnic shelters/barbeque areas; court game facilities such as tennis, volleyball or basketball; or trail systems not otherwise required as a substitute for sidewalks,
2. Landscape Cash-en-lieu	When the applicant presents evidence that the placement of trees and/or shrubs as required in this Chapter would not be practical or feasible, a portion of the trees and shrubs may be located in alternative locations on the same lot, subject to approval by the Director. If required trees cannot be located on-lot due to site constraints, the applicant shall pay to the City cash in lieu of the required trees based on a schedule maintained by the Planning Division for the cost of labor and materials.

24-1007 Character Overlay Districts

- a. **Intent.** The intent of this Section is to provide criteria and procedures for the creation of Character Overlay Districts. Generally, overlay districts are used to either create distinctions within a single zoning district, separating areas with distinct characteristics based on a particular context, or blend portions of multiple zoning districts, combining areas with similar characteristics based on a particular context. The specific purpose of this Section is to:
1. Maintain and preserve unique attributes that make up the character of a particular area;
 2. Promote investments that reinforce compatible development patterns, site or landscape design, or architectural characteristics in a definable area.
 3. Promote elements of the comprehensive plan and allow a broader mix of buildings or uses in a specific area based on a broader analysis or plan common urban design attributes throughout the area.

Character overlay districts are not intended to substitute for or take the place of a Historic Preservation District, nor shall it be used to prevent the demolition of any structure.

- b. **Applicability.** Character Overlay Districts are a specific form of rezoning and shall follow all procedures for rezoning property included in Section 24-204. In addition, any Character Overlay District initiated by property owners of the district shall include the following:

1. **Name and Area.** The proposed specific name of the character overlay district and as specific and defined boundary on a map drawn to scale. Where lot lines exist, the boundaries shall follow established lot lines, and otherwise follow the centerlines of rights-of-way, watercourses, or other geographic boundaries. The district shall generally not be less than a block face.
 2. **Petition.** A petition shall be signed by at least 51% of the property owners, both by number of property owners and by area within the district. Evidence shall be provided to show that all property owners were made aware of the application and had the opportunity to participate in the petition. A City-initiated Character Overlay District is not subject to this requirement, but it may be used as criteria in considering the approval.
 3. **Characteristics and Standards.** A statement or analysis of the justification of the overlay district shall be provided, whether separating the area from similarly zoned property or blending the area of differently zoned property, or both. The statement shall identify the unique attributes of the area, or where established to permit new development define the desired unique attributes for future development. This statement shall be supported by the specific standards applicable in the overlay, which are different from the applicable base zoning district standards, which may include the following:
 - (a) Distinct development standards, including lot size, building location, and building dimensions.
 - (b) Specific site design standards, including parking, landscape, open space or sign standards.
 - (c) Specific building design standards, including frontages, building scale and massing, and facade design or materials, or other architecture details.
 - (d) Additions or specific limitations or conditions on uses, including justification of why these additions or limitations are more compatible with the area than the base zoning district use standards.
 - (c) A clear delineation of any sub-areas within the district where transitions exist or changes in the standards apply, whether by area, street type or other physical attribute within the district
 4. **Additional Information.** Any other information, analysis, plans or documentation that may be required by the Director to ensure a complete and comprehensive review of the proposed Character Overlay District.
- c. **Effect of Decision.** Adoption of a Character District Overlay shall have the same effect as rezoning property. All future development or redevelopment shall be subject to the base zoning district standards, as modified specifically by the Character Overlay District. The district shall be designated on the official zoning ordinance, and noted in Section 24-1007.d, and specific plans, standards, guidelines and procedures for the district may be referenced as an appendix to this Code. Any changes to a Character Overlay District shall only be made through the same procedures establishing the district.
- d. **Specific Districts.** The following Character Overlay Districts have been established through the applicable procedures of this code. Each district may be supported by additional documents in an appendix to this code or otherwise referenced and incorporated.
1. **Northeast Greeley Mercado District.**
 - (a) **Advisory Board.** There is hereby established a Northeast Greeley Mercado District Advisory Board, the purpose of which is to review and

comment to other City Boards and the City Council concerning area development proposals and related matters as it relates to the objectives of the voluntary architectural and development design guidelines as described in the Mercado del Norte Plan dated May 2001.

- (b) **Board Members.** The Northeast Greeley Mercado District Advisory Board shall be comprised of seven members as provided by this Section. Three members shall represent residential land owners; three members shall represent business interests; and one member shall represent at-large interests of the area. A majority of the members shall be landowners of property within the designated Mercado District boundaries.

24-1008 Entertainment Districts

- a. **Intent.** The intent of this Section is to authorize the creation of an Entertainment District within which, through its Local Licensing Authority, the City may allow the establishment of common consumption areas as provided for in Section 12-47-301(11), C.R.S.
- b. **Applicability.** The provisions herein shall apply to all land designated as an Entertainment District of a size no more than 100 acres and containing at least 20,000 square feet of premises licensed as a tavern, hotel and restaurant, brew pub or vintner's restaurant at the time the District is created. The following specific districts are hereby created:
 - 1. **Downtown Entertainment District.** The Downtown Entertainment District shall include area within the south curb flow line of 7th Street, the west curb flow line of 8th Avenue, the north curb flow line of 10th Street and the east curb flow line of 9th Avenue. In addition to compliance with all aspects of this Section, any promotional association created to manage common consumption areas within the Downtown Entertainment District shall include an official representative of the Downtown Development Authority as a director of any promotional associations which may be authorized therein by the Local Licensing Authority.
- c. **General Provisions.**
 - 1. Entertainment Districts may be established by the City from time to time as determined to be in the best interest of the public and the specific geographic area to be served, subject to demonstration that the proposed district is consistent with the definition and purpose of an Entertainment District contained in this Section.

2. Common consumption areas shall be approved by the Local Licensing Authority, consistent with its authority provided in Chapter 6.16 of the Greeley Municipal Code, provided the Local Licensing Authority finds that, in addition to finding that the applicable requirements of Chapter 6.16 have been met, all of the following conditions are met:
 - (a) The size of the common consumption area is contained wholly within an Entertainment District as set forth in this Section;
 - (b) The area is clearly delineated using physical barriers to close the area to motor vehicle traffic and limit pedestrian access;
 - (c) The promotional association governing the common consumption area has obtained and maintained at all times a properly endorsed general liability and liquor liability insurance policy acceptable to the Local Licensing Authority of at least one million dollars (\$1,000,000.00) per incident and names the City as an additional insured.
 - (d) The promotional association has provided security deemed sufficient by the Local Licensing Authority to assure compliance with the liquor code and limit safety risks to the neighborhood and the general public patronizing the Entertainment District. All security within the common consumption area or its attached licensed premises shall complete the state server and seller training program and be approved by the Chief of Police.
 - (e) The promotional association has met the conditions further listed under Section 6.16.220 of the Greeley Municipal Code.

24-1009 Hillside Development Standards

- a. **Intent.** This intent of this Section is to:
1. Specify the conditions under which development may take place in hillside areas ;
 2. Protect the aesthetic, geologic and ecological function of natural feature, including ridge lines, bluffs, rock outcroppings, natural drainage ways and other geologic conditions.
 3. Ensure that development minimizes the removal of existing vegetation and natural features and avoids geologic conditions which may pose a threat to life and property.
- b. **Applicability.** This Section is applicable to all development which contains existing natural slopes greater than 15%.
- c. **Development and Design Standards.**
1. *Lot Size.*

Table 24-10-2: Lot Size for Hillside Development

<i>Existing Natural Slope of Site</i>	<i>Minimum Lot Size</i>
0 – 15%	Established by zoning district
15.01% - 25%.	Residential = 2 times the minimum zoning district size Non-residential = 2 times the Gross Floor Area.
25.01% or more	Established by Planning Commission approval.

2. *Site Grading.*
 - (a) Grading shall be limited to only what is necessary to construct buildings, drives and usable open space. Any allowed grading shall be designed to conserve natural topographic features and appearances by sculpting the land to blend graded slopes and benches with natural topography and retain major natural topographic features, including natural drainage courses and existing vegetation.
 - (b) Cuts and fills shall be limited to the extent necessary; and in no event shall cuts and fills occur in areas with slopes in excess of 25%, nor disturb more than 75% of the area of a lot or site without approval of a variance by the Zoning Board of Appeals.
 - (c) All graded areas shall be protected from wind and water erosion through the use of acceptable slope stabilization methods such as planting, retaining walls, or netting.
 - (d) Construction equipment and stockpiled soils shall be stored in areas which are to be disturbed during construction, including driveway pad locations and previously disturbed street cuts.
3. *Building Siting.*

- (a) Buildings shall be sited so that existing land forms serve as backdrops to the buildings rather than using the sky as a backdrop, and shall be designed to fit the site rather than modifying the site to fit the proposed buildings.
- (b) Retaining walls shall be permitted as long as they are not in excess of six feet above final grade. Multiple parallel retaining walls shall be designed to be part of a tiered or terraced retaining wall system.
- (c) If a site has unique geological features, such as rock outcroppings or cliff faces, special care shall be taken to design the buildings for the site so that such site features are preserved.

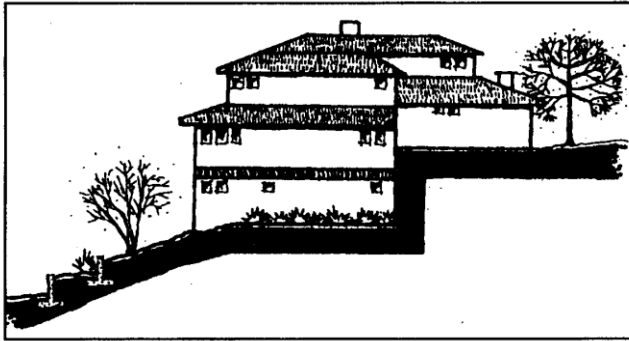


Figure 24-10-1: Building designed to fit site.

4. **Building Height.**
 - (a) The maximum height of a proposed building or structure shall not exceed the mid-point of the tallest building or structure on the adjacent uphill lot. If more than one lot meets the definition of adjacent uphill lot, the measurements required shall be made against the lower lot.
 - (b) The maximum height of a proposed structure on a lot which has no adjacent uphill lot shall be as established in the Zoning District in which the lot is located.
 - (c) No building shall exceed that allowed in the underlying zoning district, nor be limited to less than a single-story structure.
5. **Architecture.** Buildings and structures shall be designed to be compatible with the natural surroundings of the area and shall not dominate the natural environment using the following techniques:
 - (a) Exterior finishes shall blend in with the natural surroundings by using earth-tone colors and avoiding reflective materials or finishes.
 - (b) Varying setbacks, roof lines, innovative building techniques and building and wall forms which blend buildings into the terrain shall be used.
 - (c) Building design shall enhance the site's natural features through the use of split level designs and stepped foundations which mirror the slope of a hillside.
 - (d) Roof lines shall be broken into smaller components to reflect the irregular natural hillside patterns and shall be oriented in the same direction of the slope contour.

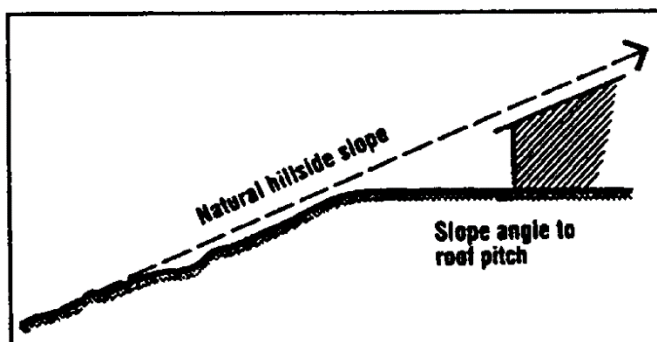


Figure 24-10-2: Roof pitch reflects hillside slope.

6. *Landscape Design.*
 - (a) Buildings shall be sited to incorporate existing vegetation into the site design to preserve the natural hillside image and character of the area.
 - (b) Existing vegetation shall be retained wherever possible and shall be used to soften structural mass and help blend buildings into the natural setting. Where vegetation is removed for other than fire safety reasons, replacement of the same or compatible plant material elsewhere on the site shall be required in an equal amount based on the number of plants removed.
 - (c) All exposed slopes and graded areas shall be landscaped with ground cover, shrubs and trees, and cuts and fills shall be designed to limit the impact upon existing vegetation on the site.
7. *Street & Driveway Design.*
 - (a) Streets shall be designed to follow existing contours, minimizing grading and erosion potential while providing adequate access for vehicles, including emergency service vehicles.
 - (b) The maximum street grade shall not exceed 5% unless otherwise approved by the Planning Commission as part of the platting process, or as a Planned Unit Development.
 - (c) Guest parking shall be provided at the ratio provided in Chapter 7 either on-street as parallel parking spaces or in off-street locations which are distributed throughout the area for which the spaces are intended to be used.

Reserved Sections 24-1010 through 24-1100

Section 6. The Greeley Municipal Code shall be amended by adding thereto a new Chapter 11 of Title 24 to read as follows:

Chapter 11. Supplemental Standards

24-1101	Wireless Communication Facilities
24-1102	Oil & Gas
24-1103	Adult Uses
24-1104	Marijuana Uses

24-1101 Wireless Communication Facilities

- a. **Intent.** In order to accommodate the communication need of residents and businesses while protecting the public, health, safety, and general welfare of the community, the City Council finds that these regulations are necessary to:
 1. Provide for the managed development and installation, maintenance modification, and removal of wireless communications infrastructure in the City with the fewest number of wireless communications facilities (WCFs) to complete a network without unreasonably discriminating against wireless communications providers of functionally equivalent services, including all of those who install, maintain, operate, and remove WCFs;
 2. Minimize adverse visual effects of WCFs through thoughtful design and siting, camouflage design techniques, appropriate and effective screening, and equipment undergrounding whenever possible;

3. Encourage the location of towers in areas in a manner that minimizes the total number of towers needed throughout the community;
 4. Promote the collocation of WCFs;
 5. Encourage owners and users to locate WCFs in areas where the adverse impact to the community is minimized;
 6. Enhance the ability of wireless communications service providers to provide services to the community quickly, effectively, and efficiently;
 7. Effectively manage the multiple users of the public right-of-way, including limited application of WCFs, and maintain the quality, function and design characteristics that create value in public spaces
 8. Manage amateur radio facilities and over-the-air devices in the City.
- b. **Applicability.** No person, firm or corporation shall construct, establish or build or cause to be constructed, established or built a WCF without first having obtained a site plan or special review permit, a lease (as applicable), pole attachment agreement or license (as applicable), and a building permit for this purpose.
1. **Procedures.** The requirements in this Section shall apply to all WCF applications as specified in Table 24-11-1: WCF Applicability & Process.

Table 24-11-1: WCF Applicability & Process

<i>Type of WCF</i>	<i>Zone District</i>	<i>Process (See Chapter 2)</i>	<i>Timeframe (See 24-1101.b.3.)</i>
<i>Tower</i>	All Zone Districts	Use by Special Review, 24-206	▪ 150 day
<i>Alternative Structures in the ROW</i>	All Zone Districts	Site Plan, 24-207, plus Master License Agreement for ROW	▪ 90 day - major modification; ▪ 150 - new structure/tower
<i>Base Station or Alternative Tower Structure (concealed)</i>	All Zone Districts	Site Plan, 24-207	▪ 90 day - major modification ▪ 150 day - new structure/tower
<i>Small Cell</i>	All Zone Districts	Site Plan, 24-207	▪ 60 day – existing structure ▪ 90 day - new structure
<i>Eligible Facilities Request (EFR)</i>	All zone districts	Administrative Process – EFR Application	▪ 60 day
<i>Equipment Change (same size)</i>	All zone districts	Building Permit	▪ 60 day

2. **Exclusions.** The requirements in this Section shall not apply to:
 - (a) Amateur radio antenna owned and operated by a federally licensed amateur radio station operator or are exclusively receive-only antennas, provided that the height be no more than the distance from the base of the antenna to the property line is met..
 - (b) Antennas used for reception of television, multi-channel video programming and radio such as Over-the-Air Receiving Device (OTARD) antennas, television broadcast band antennas, and broadcast radio antennas, provided that any requirements related to accessory uses contained in this Code and the requirement that the height be no more than the distance from the base to the property line are met. The Director has the authority to approve modifications to the height restriction related to OTARD antennas and OTARD antenna structures, if in the reasonable discretion of the City, modifications are necessary to comply with federal law.
 - (c) A WCF installed upon the declaration of a state of emergency by the federal, state, or local government, or a written determination of public necessity by the City, or reasonable ability to obtain such written determination within 72 hours
 - (d) A temporary WCF installed for the purpose of providing sufficient coverage for a special event, subject to administrative approval by the City.

3. *Timeframe for Decisions.* The applicant shall submit information demonstrating qualification for specific types of applications and procedures in Table 24-11-1.
 - (a) The Director shall make a decision within the timeframes in Table 24-11-1 for any complete application.
 - (b) The timeframe will toll if the Director notifies the applicant of any deficiencies in the application in writing within 30 days of submission, and how to correct the deficiencies.
 - (c) Upon resubmission, the timeframe will continue, unless the Director notifies the applicant of incompleteness within 10 days.
 - (d) At any point, the Director may determine that the application does not qualify under the provisions of this Section for a specific type of application, and notify the applicant. Any determination shall be subject to other applicable timeframes for the request and the Telecommunications Act timeframes and FCC's rules.
 - (e) Failure of the Director to act within this timeframe shall be deemed approval of the application.

4. *Submittal Requirements.* In addition to submittal requirements for any application authorized under 24-201.a., the following supplemental information is required for WCF applications.
 - (a) Signal non-interference letter;
 - (b) Radio frequency emissions letter;
 - (c) Photo simulations showing before and after conditions;
 - (d) Map, site inventory or other representation of the applicant's current and proposed WCPs in the city and within 0.5 miles of City, including those it anticipates within the next 3 years. Sits shall be identified by name, address, and general description of the type of facility. This information is to assist the city with planning and coordination possible administrative approvals with other applicants. The applicant may omit any proprietary information.
 - (e) Abandonment and removal affidavits from both the property owner and applicant acknowledging responsibility for removal of facilities if abandoned or unused for six months.
 - (f) Sufficient information for the Director to determine which process the application is eligible for under 24-1101.b.1.
 - (1) Whether the project constitutes a substantial change to an existing facility.
 - (2) Proof of compliance with generally applicable law, regulation, or other rule codifying objective standards reasonably related to public health and safety.
 - (3) The application shall not require the applicant to demonstrate a need or business case for any proposed modification or collocation application

c. **Operation & Development Standards.**

1. *Federal Requirements.* All WCFs shall meet the current standards and regulations of the Federal Aviation Administration (FAA), the FCC and any other federal government agency with the authority to regulate WCFs. If the standards and regulations are changed, then the owners of the WCF shall bring such facility into compliance with the revised standards and regulations within the time period mandated by the controlling federal agency. Unless preempted by federal law, failure to meet revised standards and regulations within 30 days of the City's determination of noncompliance shall constitute grounds for the removal of the WCF by the City or owner at the WCF owner's expense.

2. *Other City Codes and Requirements.* WCFs shall comply with all other building, electrical, structural and safety codes and requirements of the City; with any other permit

or license issued by a local, state, or federal agency with jurisdiction of the WCF; and with any easements, covenants, condition or restrictions applicable to the underlying real property. The property shall be maintained in good working condition according to any conditions or standards of the approval, and be maintained free from trash, debris, litter, graffiti, and other forms of vandalism. Curing deficiency from any of these standards shall be as soon as practicable, but never more than 10 days from notification by the City or after discovery by the owner or operator. The city may address any issues with any facility in the right-of-way and the owner or operator shall be all costs associated with the maintenance within 30 days of receiving and invoice from the City.

3. *Use of Public Right-of-Way or Public Property.* Siting WCFs in the ROW requires a license agreement with the City, granting a non-exclusive license to use the ROW. Attachment of WCFs on an existing traffic signal, street light pole, or similar structure requires written evidence of a license, or other legal right or approval by its owner, to use the structure. The applicant shall remain the owner of, and solely responsible for, any WCF installed in the ROW. Prior to, or concurrently with, seeking land use approval for a WCF on public property, the applicant shall execute a lease agreement with the City.
4. *Operation and Maintenance.* The owner of a WCF shall maintain the structural integrity of WCFs in compliance with the standards contained in applicable local building and safety codes. If the City inspects and concludes that a WCF fails to comply with the codes and constitutes a danger to persons or property, the City shall issue written notice of violations. The owner shall have 30 days from the date of notice to bring the WCF into compliance. Upon good cause shown by the owner and meeting reasonable safety considerations, the City's Chief Building Official may extend the compliance period no more than 90 days from the date of notice. If the owner fails to bring such WCF into compliance within this time period, the City may remove the WCF at the owner's expense.
5. *Abandonment and Removal.* An existing WCF that has not been in use for a period of three months requires the owner to notify the City of the non-use and indicate whether re-use is expected within the ensuing three months. Any WCF that is contracted and is not operated for a continuous period of six months shall be considered abandoned. The City, in its sole discretion, may require an abandoned WCF to be removed. The owner of the WCF shall remove the WCF within 30 days of receipt of written notice from the City. If the WCF is not removed within said thirty 30 days, the City may remove it at the owner's expense and any approved permits for the WCF shall be deemed to have expired. Additionally, the City, in its sole discretion, may not approve any new WCF application until the applicant who is also the owner or operator of any abandoned WCF has removed the WCF or payment for removal has been made to the City.
6. *Hazardous Materials.* No hazardous materials shall be permitted in association with WCFs, except those necessary for the operations of the WCF and only in accordance with all applicable laws governing such materials.
7. *Collocation.* No WCF owner or operator shall unreasonably exclude a telecommunications competitor from using the same facility or location. Upon request by the Director, the owner or operator shall provide evidence explaining why collocation is not possible at a particular facility or site. No new towers, excepting small cell facilities in the right-of-way, shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the City that no existing WCFs can accommodate the needs that the applicant proposes to address with its tower application, and sufficient separation of towers is achieved. Evidence may consist of the following:
 - (a) No existing WCFs with a suitable height are located within the geographic area required to meet the applicant's engineering requirements;

- (b) Existing WCFs do not have sufficient structural strength to support applicant's proposed WCF;
- (c) The applicant's proposed WCFs would cause electromagnetic interference with the existing WCFs or the existing WCF would cause interference with the applicant's proposed WCF; and
- (d) The applicant demonstrates that there are other limiting factors that render existing WCFs unsuitable for collocation.

8. *Setbacks.* The following minimum setback requirements shall apply to all WCFs, except for alternative tower structures in the right-of-way

- (a) A tower shall meet the greater of the following minimum setbacks from all property lines:
 - (1) The setback for a principal building within the applicable zoning district; or
 - (2) 25% of the facility height, including WCFs and related accessory equipment;
- (b) For sites within 100 feet of residential uses, facilities over 30 feet in height shall have a minimum setback from all adjacent residential property lines of one foot for every foot in height
- (c) Towers over 90 feet in height shall not be located within one-quarter mile from any existing tower that is over 90 feet in height, unless the applicant has shown to the satisfaction of the City that there are no reasonably suitable alternative sites in the required geographic area which can meet the applicant's needs.

d. **Design Standards.**

- 1. *General Camouflage and Concealment.* WCFs and transmission equipment shall be designed to blend with the surroundings of the natural setting and built environment, with landscape, materials, colors and textures, screening, underground equipment and other design techniques.
 - (a) WCFs in areas of particular sensitivity (e.g historic property, natural views, or other areas with aesthetic or architectural importance) shall locate facilities away from high visibility locations or use elevated camouflage strategies to minimize the profile.
 - (b) All accessory equipment and antenna shall blend with the natural surroundings and buildings or structures they are mounted on, using similar neutral and non-reflective materials and colors.
 - (c) Alternative tower structures should be used where possible and according to Section 24-1101.d.7.
 - (d) Any WCF shall be sited to minimize visual impacts on residential property, including considering feasible locations that are more remote and considering alternative tower structures. In residential areas WCFs shall be placed:
 - (1) Near common property lines between adjoining residential property, to minimize visual impacts equitably among adjacent and nearby property.
 - (2) For a corner lot, the WCF may be placed adjacent to a common property line near adjoining property or on the corner formed by intersecting streets.
 - (3) Other locations may be considered by the Director if the applicant submits a written statement why these requirements are not feasible from an engineering or design perspective.
- 2. *Collocation.* WCFs shall be designed and constructed accommodate at least two wireless service providers on the same facility, except where this capacity is not feasible due to engineering and construction justifications, or where it would undermine the intent of this Section, and particularly increase the visibility of facilities.

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3. *Lighting.* WCFs shall comply with any FAA lighting requirements. All other lights shall be limited to those common to any alternative tower structure or for security purposes within the equipment yard, on mounted on poles or on buildings below the height of the screen wall or fence.
 4. *Noise.* All sites shall comply with the noise requirements of Chapter 9.24 of the Municipal Code. A WCF owner or operator may exceed the noise standards for a reasonable time no more than two hours for repairs, unless a greater time is authorized by the City through the building permit.
 5. *Landscape and Screening.*
 - (a) All WCFs, including small cells, shall have buffers screening them from the right-of-way and adjacent property according to Section 24-803.
 - (b) WCFs shall be sited in a manner that does not reduce the landscape area required for other principal uses on the parcel
 - (c) All equipment not located in the right-of-way shall be screened with wall or fence, or enclosed within a building. Fences shall meet the standards of Chapter 6.
 - (d) Roof-mounted equipment shall be screened from off-site views by solid screen walls, building parapets or similar enclosures and architectural features..
 6. *Alternative Tower Structures.* WCFs may located on alternative structures or in structures designed to appear as other common elements in the context or landscape, including buildings, trees, public art, clock towers or similar features. The design shall:
 - (a) Be consistent with the size, scale and design of other similar features in the area, and be comparable to the size of the actual elements they are replicating.
 - (b) Be sited in a manner that is sensitive to adjacent property and uses, considering the WCF facility and the alternative structure.
 7. *Alternative Tower Structures in the Right-of-Way.* Alternative tower structures and associated small cells, or micro cells in the right-of-way shall meet the following requirements, in addition to those in Section 24-1101.d.6:
 - (a) Located on existing street light poles, distribution lines, utility poles or traffic signals.
 - (b) Components shall be located on or within the existing pole, or otherwise designed to create no discernable change to the existing structure. Components may be located on a new utility pole where:
 - (1) Utility lines are aerial;
 - (2) No feasible alternative is available on existing poles; and
 - (3) The applicant is authorized to construct the new utility poles.
 - (c) Ground mounted equipment shall be located to address both public safety and aesthetic concerns, be located out of view where possible, and the Community Development Department may require a flush-to-grade underground equipment vault where appropriate and feasible.
 - (d) Be collocated with other WCFs in the right-of-way wherever practical, and the City may require collocations where new locations would place an abnormal or unusual amount of structures and accessory equipment in the right-of-way, beyond what would otherwise occur absent the use of common facilities for WCFs.
 - (e) No WCF shall be placed in a way to compromise any function, create unreasonable interference, or significantly alter the appearance of the right-of-way and other facilities, whether on existing structures or alternative tower structures.
 - (f) Any new alternative structure located in the right of way shall meet the following:
 - (1) Be no more than 5 feet taller than any existing utility or traffic signal pole within 600 feet; or if a new free-standing structure, no taller than 30 feet; or if mounted on an existing pole, no taller than the existing pole.
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- (2) Be no greater than 18 inches in diameter.
- (3) Be separated from all other WCFs in the right-of-way by at least 600 feet, unless deployed as an existing base station in the right-of-way.

8. *Towers.*

- (a) Towers shall either maintain a galvanized steel finish, or, subject to any applicable FAA standards and City design approval processes, be painted a neutral color so as to reduce visual obtrusiveness.
- (b) Wherever possible, towers shall locate to utilize existing landforms, vegetation, and structures to aid in screening the facility from view, or otherwise blending in with the surrounding built and natural environment.
- (c) Monopole support structures shall taper from the base to the tip.
- (d) All towers, excluding alternative tower structures in the right-of-way, shall be enclosed by security fencing or wall, and equipped with an appropriate anti-climbing device.
- (e) Towers shall be subject to the height restrictions of each zoning district and no more than 30-feet high in the right-of-way.

9. *Roof-mounted WCFs.*

- (a) Roof-mounted WCFs may be approved only where an applicant sufficiently demonstrates that a wall mounted WCF is inadequate to provide service.
- (b) Roof mounted antennas shall extend no more than 10 feet above the parapet of any flat roof or ridge of a sloped roof to which they are attached.
- (c) Other roof mounted transmission equipment shall extend no more than 10 feet above any parapet of a flat roof upon which they may be placed, and shall not be permitted on a sloped roof.
- (d) All rooftop equipment and antennas must be adequately screened, per Section 24-803.d.

10. *Base Stations.*

- (a) Antennas and other proposed equipment shall be architecturally compatible with the base station and, when appropriate, colored or otherwise camouflaged to integrate with the base station to which they are attached.
- (b) Facilities mounted on a base station shall be installed as flush to the wall as technically practical. The maximum protrusion of such facilities from the building or structure face to which they are attached shall be six feet.

11. *Related Accessory Equipment.*

- (a) All buildings, shelter, cabinets, and other accessory components shall be grouped as closely together as technically possible.
- (b) The total footprint coverage area of the WCF's accessory equipment shall not exceed 350 square feet.
- (c) No related accessory equipment or accessory structure shall exceed 12 feet in height.
- (d) Related accessory equipment shall be located out of sight whenever possible by locating behind parapet walls or within equipment enclosures. Where alternate locations are not available, the accessory equipment shall use camouflage design techniques.

e **Defined Terms.** The following terms used in this Section shall have the meaning given below. All other terms shall have their usual customary meaning, or the meaning given elsewhere in this code or other applicable uniform or international code adopted by the City, except where the context clearly indicates a different meaning.

Alternative tower structure shall mean man-made trees, clock towers, bell steeples, light poles, buildings, and similar alternative design mounting structures that are compatible with the natural

setting and surrounding structures, and camouflages or conceals the presence of antennas or towers so as to make them architecturally compatible with the surrounding area pursuant to the requirements of this Section. This term also includes any antenna or antenna array attached to an alternative tower structure. A stand-alone pole in the right-of-way, streetlight, or traffic signal that accommodates small cell facilities is considered an alternative tower structure to the extent it meets the camouflage and concealment standards of this Section.

Antenna shall mean any device used to transmit and/or receive radio or electromagnetic waves such as panel antennas, reflecting discs, microwave dishes, whip antennas, directional and non-directional antennas consisting of one or more elements, multiple antenna configurations, or other similar devices and configurations as well as exterior apparatus designed for telephone, radio, or television communications through the sending and/or receiving of wireless communications signals.

Base station shall mean a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The definition of base station does not include or encompass a tower or any equipment associated with a tower. Base station does include:

1. Equipment associated with wireless communications services such as private broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul that, at the time the relevant application is filed with the City under this Section, has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support; and
2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplied, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems ("DAS") and small-cell networks) that, at the time the relevant application is filed with the City under this Section, has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

The definition of base station does not include any structure that, at the time the relevant application is filed with the City, does not support or house equipment described in Paragraphs 1. and 2. above.

Camouflage, concealment, or camouflage design techniques shall mean the designing of a WCF to alter its appearance to substantially integrate it into surrounding building designs and/or natural settings to minimize the visual impacts of the facility on the surrounding uses and ensure the facility is compatible with the environment in which it is located. A WCF site utilizes camouflage design techniques when it (i) is integrated as an architectural feature of an existing structure such as a cupola; or (ii) is integrated in an outdoor fixture such as a utility tower; or (iii) uses a design which mimics and is consistent with the nearby natural or architectural features (such as a clock tower) or is incorporated into (including being attached to the exterior of such facilities and painted to match it) or replaces existing permitted facilities (including stop signs or other traffic signs or freestanding light standards) so that the presence of the WCF is not readily apparent.

Cell on wheels (COW) shall mean a mobile cell site that consists of an antenna tower and electronic radio transceiver equipment on a truck or trailer, designed to boost reception as part of a larger cellular network and is temporary in nature.

Collocation shall mean the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

Eligible facilities request shall mean any request for modification of an existing tower or base station that is not a substantial change.

Eligible support structure shall mean any tower or base station as defined in this Section, provided that it is existing at the time the relevant application is filed with the City under this Section.

Existing tower or base station shall mean a constructed tower or base station that was reviewed, approved, and lawfully constructed in accordance with all requirements of applicable law as of the time it was built; for example, a tower that exists as a legal, non-conforming use and was lawfully constructed is existing for purposes of this definition.

Micro cell facility shall mean a small wireless facility that is no larger than 24 inches in length, 15 inches in width, 12 inches in height, and that has an exterior antenna, if any, that is no more than 11 inches in length.

Monopole shall mean a single, freestanding pole-type structure supporting one or more antennas.

Over the air receiving device shall mean an antenna used to receive video programming from direct broadcast satellites, broadband radio services and television broadcast stations, but shall not include antennas used for AM/FM radio, amateur ("ham") radio, CB radio, digital audio radio services or antennas used as part of a hub to relay signals among multiple locations.

Pole-mounted small cell facility shall mean a small cell facility with an antenna that is mounted and supported on an alternative tower structure, which includes a replacement pole.

Public property shall mean real property owned or controlled by the City, excluding the public right-of-way.

Public right-of-way (ROW) shall mean any public street, way, alley, sidewalk, median, parkway, or boulevard that is dedicated to public use.

Radio frequency emissions letter shall mean a letter from the applicant certifying, all WCFs that are the subject of the application shall comply with federal standards for radio frequency emissions.

Replacement pole shall mean an alternative tower structure that is a newly constructed and permitted traffic signal, utility pole, street light, flagpole, electric distribution, or other similar structure of proportions and of equal height or such other height that would not constitute a substantial change to a pre-existing pole or structure in order to support a WCF or small cell facility or micro cell facility or to accommodate collocation, and replaces a pre-existing pole or structure.

Signal non-interference letter shall mean a letter from the applicant certifying all WCFs that are the subject of the application shall be designed, sited and operated in accordance with applicable federal regulations addressing radio frequency interference.

Site for towers (other than towers in the right-of-way and eligible support structures) shall mean the current boundaries of the leased or owned property surrounding the tower or eligible support structure and any access or utility easements currently related to the site. A site, for other alternative tower structures, base stations, micro cell facilities, and small cell facilities in the right-of-way, is further restricted to that area comprising the base of the structure and to other related accessory equipment already deployed on the ground.

Small cell facility shall mean a WCF where each antenna is located inside an enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and primary equipment enclosures are no larger than 17 cubic feet in

volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: electric meter, concealment, telecommunications demarcation box, ground-based enclosure, back-up power systems, grounding equipment, power transfer switch and cut-off switch. Small cells may be attached to alternate tower structures, replacement pole, and base stations. The definition of a small cell facility shall also include a micro cell or micro cell facility.

Substantial change shall mean a modification that substantially changes the physical dimensions of an eligible support structure if, after the modification, the structure meets any of the following criteria:

1. For towers, other than alternative tower structures or towers in the right-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array, with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent 10% or more than 10 feet, whichever is greater;
2. For towers, other than towers in the right-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the side of the structure by more than six feet;
3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;
4. For towers in the right-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more 10% larger in height or overall volume than any other existing, individual ground cabinet associated with the structure;
5. For any eligible support structure, it entails any excavation or deployment outside the current site;
6. For any eligible support structure, it would defeat the concealment elements of the eligible support structure. For the purposes of this subsection 6., a change that would undermine the concealment elements of this structure will be considered to defeat the concealment elements of the structure; or
7. For any eligible support structure, it does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure equipment, unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that would not exceed the thresholds identified in Paragraphs 1., 2., and 3. of this definition. For purposes of determining whether a substantial change exists, changes in height are measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height are measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to February 22, 2012.

Toll and tolling shall mean to delay, suspend, or hold off on the imposition of a deadline, statute of limitations, or time limit.

Tower shall mean any structure that is designed and constructed primarily built for the sole or primary purpose of supporting one or more any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. The term includes self-supporting lattice towers, guyed towers, monopole towers, radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures and the like.

Transmission equipment shall mean equipment that facilitates transmission for any FCC licensed or authorized wireless communication service, including radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Unreasonable interference shall mean any use of the right-of-way that disrupts or interferes with its use by the City, the general public, or other person authorized to use or be present upon the right-of-way, when there exists an alternative that would result in less disruption or interference. Unreasonable interference includes any use of the right-of-way that disrupts vehicular or pedestrian traffic, any interference with public utilities, and any other activity that will present a hazard to public health, safety, or welfare.

Wireless communications facility or WCF shall mean a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332(c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services. A WCF does not include a facility entirely enclosed within a permitted building where the installation does not require a modification of the exterior of the building; nor does it include a device attached to a building, used for serving that building only and that is otherwise permitted under other provisions of the Code. A WCF includes an antenna or antennas, base stations, support equipment, alternative tower structures, and towers. The term does not include mobile transmitting devices used by wireless service subscribers, such as vehicle or hand held radios/telephones and their associated transmitting antennas, nor does it include other facilities specifically excluded from the coverage of this Title.

24-1102 Oil & Gas

- a. **Intent.** State law recognizes that surface and mineral estates are separate and distinct interests in land and that one may be severed from the other. Additionally, the City has the responsibility to protect city infrastructure and resources, manage and mitigate adverse land use impacts, and protect the health, safety, morals and general welfare of the public. This Section has the following intent with regard to the rights of surface and mineral estates:
 1. Ensure and monitor compliance with all State and Federal laws and rules;
 2. Enable the right to use that part of the surface estate reasonably required to extract and develop their subsurface mineral interests;
 3. Minimize or mitigate adverse land use impacts on mineral estates, and provide mutual accommodation of the surface and mineral owners.
 4. Protect the City's infrastructure and groundwater resources and require mineral estate developers to ensure these resources are not harmed.
 5. Mitigate potential negative impacts from mineral estate development on property owners, adjacent or future land uses, and ecological resources through reasonable regulations for initiating, operating and ceasing mineral estate development.
- b. **Applicability.** The standards and procedures in this Section apply to all apply to oil and gas exploration and production operations located on surface property with within all zoning districts in the City limits. No oil and gas facility shall be operated or reactivated, and no site development or equipment shall be located prior to the following:
 1. *Use by Special Review.* All oil and gas exploration and production operations shall require a special review permit for the facility according to the procedures and criteria in Section 24-206
 2. *Site Plan.* Approval of a site plan in association with the special review permit, or in accordance with the procedures and criteria in Section 24-207 for any new or relocated facilities, and provided it is compliance with an approved special review permit and the standards of this Section.

3. **Notice to Proceed.** Prior to commencement of construction, drilling, redrilling or enhanced recovery operations for which a use by special review has been previously granted, a "Notice to Proceed" shall be obtained from the City. A copy of any necessary state or federal permit issued for the operation shall be provided to the City.
4. **Building Permits.** Building permits shall be obtained as required by the City's adopted Building and Fire Codes and all other applicable codes and regulations.
5. The initial use by special review permit shall allow any twinning, sidetracking, deepening, recompleting or reworking of a well and relocation of accessory equipment or gathering and transmission lines so long as all applicable regulations of this jurisdiction and the state are met. If any twinning, sidetracking, deepening, recompleting or reworking of a well, or relocation of accessory equipment or gathering and transmission lines occurs, then the operator shall submit a revised site plan according to the procedures and criteria in Section 24-207.

c. **Site & Development Standards.** All oil and gas sites shall meet the following site and development standards:

1. **General Provisions.** Operators shall conform to the following:
 - (a) City, county, state and federal regulations and standards concerning air quality, water quality, odor and noise.
 - (b) City sanitation and environmental standards
 - (c) All surface trash, debris, scarp or discarded material shall be removed and disposed of in a legal manner.
2. **Equipment Setbacks.** All oil and gas equipment, except flow lines, transmission lines and power supply, shall be located according to the setbacks in Table 24-11-2.

Table 24-11-2: Oil & Gas Equipment Setbacks

Location	Equipment	Setbacks	From
All areas of the City	Well Well heads Production tanks Associated production equipment	150' or 1.5x height, whichever is greater	Lot Line/ROW, Parking, Trail, Public or private road, Major above ground utility, Rail line Any occupied building (low density areas)
	New building or structure	50'	Any plugged and abandoned well
		150' or 1.5x height, whichever is greater	Any existing oil and gas equipment listed above
High-density areas		200'	Any occupied building (high density areas)
	Well Well head Production tanks Associated production equipment	350' (well and well heads) 500' (production tanks and associated production equipment)	Education facility, Assembly building Hospital or care facility Jail Outdoor activity areas (State designated)
	Any new building or structure (or per alternative compliance in Section 24-208)	50'	Any plugged and abandoned well
		350' (well and well heads) 500' (production tanks and associated production equipment)	Any existing oil and gas equipment listed above

The Planning Commission may allow a lesser setback if necessary to meet other COGCC rules. A waiver shall first require COGCC approval of all other provisions of the application, demonstration that the COGCC requirements make the setbacks unattainable, and the Planning Commission may require other mitigation measures as provided in this Section to account for lesser setbacks.

3. *Flow Lines.* All flow lines, including transmission and gathering systems, shall have the legal description of the location recorded with the County Clerk and Recorder within 30 days of completion of construction. Abandonment of any flow lines shall be recorded with the County Clerk and Recorder within 30 days after abandonment.
4. *Access Roads.* All roads used to access the tank battery and wellhead shall be constructed and maintained according to the following:
 - (a) 20 feet minimum width;
 - (b) 13.5 feet minimum overhead clearance;
 - (c) Surfaced with:
 - (1) Tank access - Gravel with Class 6 aggregate base course per Colorado Department of Transportation's "Standard Specifications for Road and Bridge Construction,"
 - (2) Well head access - dirt;
 - (d) 6-inch thick / 95% compacted subgrade and aggregate base course;
 - (e) Graded to allow drainage and constructed to allow cross-drainage of waterways by a culvert or pipe subject to Public Works approval; and
 - (f) Any intersection with city streets or paved alleys shall be paved to Public Works standards from the road to the edge of the right of way, and otherwise protect public streets, sidewalks, curbs and gutter from any mud or gravel.
 - (g) If a well site falls within a high density area at the time of construction, all leasehold roads shall be constructed to accommodate local emergency vehicle access requirements and shall be maintained in a reasonable condition.
 - (h) If mud or gravel is carried onto City streets or sidewalks, the owner or operator shall ensure that the streets are promptly cleaned. With the permission of the Director of Public Works, the owner or operator may make arrangements for the Public Works Department to clean the streets at the sole cost of the owner or operator.
 - (i) No public facilities such as curbs, gutters, pavement, water or sewer lines, etc., shall be damaged by vehicles entering or leaving the site. In the event of damage, the owner and operator, jointly and severally, shall indemnify the City for any reasonable repair costs
5. *High Density Areas.* In addition to setbacks as required in Section 24-1102.c.2., the following provisions shall apply to high density areas:
 - (a) At the time of initial installation, if a well site falls within a high density area, all pumps, pits, wellheads and production facilities shall be adequately fenced to restrict access by unauthorized persons. For security purposes, all such facilities and equipment used in the operation of a completed well shall be surrounded by a fence six feet in height, of noncombustible material and which includes a gate which shall be locked.
 - (b) Any material not in use that might constitute a fire hazard shall be placed a minimum of 25 feet from the wellhead, tanks and separator. Within 90 days after a well is plugged and abandoned, the well site shall be cleared of all nonessential equipment.
 - (c) Adequate blowout prevention equipment shall be provided for drilling operations and well servicing operations.
 - (d) The operator shall identify the location of plugged and abandoned wells with a permanent monument which shall include the well number and date of plugging inscribed on the monument.

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- (e) Where possible, operators shall provide for the development of multiple reservoirs by drilling on existing pads or by multiple completions or commingling in existing well bores.
- d. **Coordination with COGCC Rules.** In addition to any other standards that are part of a special review permit, all oil and gas facilities shall comply with the following rules of Oil the Oil and Gas Conservation Commission of the State of Colorado (COGCC).
1. *Generally.* All exploration and production waste, including drilling mud or other drilling fluids, shall be stored, handled, transported, treated, recycled or disposed of in accordance with COGCC regulations, to prevent any significant adverse environmental impact on air, water, soil or biological resources.
 2. *Abandonment and Plugging.* The operator shall comply with all COGCC rules with respect to abandonment and plugging of wells.
 - (a) Operators of wells which are to be abandoned upon the completion of drilling and not be put into production shall notify the Greeley Fire Department not less than two hours prior to commencing plugging operations.
 - (b) Operators of formerly producing wells shall notify the Greeley Fire Department not less than 2 days prior to removing production equipment or commencing plugging operations.
 3. *Seismic Operations.* All persons shall comply with all COGCC rules with respect to seismic operations. Seismic operations shall occur within the City only between the hours of 7:00 a.m. and 7:00 p.m. In addition, the owner or operator shall provide a notice of intent to conduct seismic exploration at least seven days prior to commencement of the data recording operations to the Community Development Director and the Fire Chief. Notice shall include the following:
 - (a) Method of exploration;
 - (b) Map showing the proposed seismic lines, at a scale at least one-half inch to the mile;
 - (c) Name and permanent address of the seismic contractor; and
 - (d) The name, address and telephone number of the seismic contractor's local representative.
 4. *Signs.* The well and tank battery owner or operator shall comply with all COGCC rules with respect to signs. In addition, the owner or operator shall maintain all signs in readable condition. Signs shall comply with Chapter 9, Signs, and the International Fire Code, except when any variations from these codes are required by COGCC regulations.
 5. *Reclamation.* The operator shall comply with all COGCC rules with respect to site reclamation. The COGCC Drill Site Reclamation Notice shall be filed with the City at the same time it is sent to the surface owner.
- e. **Environmental Mitigation.** To ensure appropriate integration into the context within the City, and to promote the long-term interests of all land owners, oil and gas shall mitigate the following environmental impacts.
1. *Noise.* State law and regulations concerning noise abatement (Title 25, Article 12, C.R.S.) shall apply to all operations, together with applicable local government ordinances, rules or regulations. In addition, each site shall comply with the following:

- (a) Where a well or tank battery does not comply with the required setback or other portions of this Section, or where the well or tank battery is in an area of particular noise sensitivity, such as hospitals, schools and churches, additional noise mitigation may be required. In determining noise mitigation, specific site characteristics shall be considered, including the following:
 - (1) Nature and proximity of adjacent development (design, location, type);
 - (2) Prevailing weather patterns, including wind directions;
 - (3) Vegetative cover on or adjacent to the site; and
 - (4) Topography.
- (b) Based upon the site characteristics, additional noise mitigation may require any combination of the following:
 - (1) Acoustically insulated housing or cover enclosing the motor, engine or compressor, or similar techniques;
 - (2) Vegetative screen consisting of trees and shrubs;
 - (3) Solid wall or fence of acoustically insulating material surrounding all or part of the facility;
 - (4) Noise management plan identifying and limiting hours of maximum noise emissions, type, frequency and level of noise to be emitted and proposed mitigation measures;
 - (5) Lowering the level of pumps or tank battery; and
 - (6) Requirements for electric motors only.
- (c) Exhaust from all engines, motors, coolers and other mechanized equipment shall be vented in a direction away from all buildings certified or intended for occupancy, to the extent practicable.

2. *Visibility.* Oil and gas facilities shall be located away from prominent natural features and otherwise located to minimize visibility from rights-of-way, public spaces or adjacent property.

- (a) *General Location.* The following strategies shall be used to minimize visibility:
 - (1). Locate to avoid crossing hills and ridges or silhouetting.
 - (2) Use structures of minimal size to satisfy present and future functional requirements.
 - (3) Minimize the removal of existing vegetation.
 - (4) Locate facilities at the base of slopes to provide a background of topography and natural cover.
 - (5) Replace earth adjacent to water crossings at slopes at an angle, which insures stability for the soil type of the site, to minimize erosion.
 - (6) Align access roads to follow existing grades and minimize cuts and fills.
- (b) *Landscaping.* One or more of the following landscape strategies may be required, on a site-specific basis:
 - (1). Adequate ground covers, shrubs and trees.
 - (2) Shaping cuts and fills to appear as natural forms.
 - (3) Cutting rock areas to create irregular forms.
 - (4). Designing the facility to utilize natural screens.
 - (5). Construction of fences or walls, such as woven wood or rock, for use with or instead of landscaping.
- (c) *Painting and Colors.* Facilities shall be painted as follows:
 - (1). Uniform, noncontrasting, nonreflective color tones, similar to Munsell Soil Color Coding System.
 - (2) Color matched to land, not sky, slightly darker than adjacent landscape.
 - (3) Exposed concrete colored to match soil color.
 - (4) Storage tanks and other facilities shall be kept clean and well-painted and otherwise properly maintained, so that signs are legible and all flammable material removed from the site.
- (d) *Visual Mitigation Plan.* Where a well or tank battery does not comply with the required setback or other portions of this Section or in areas of increased visual

sensitivity determined by the City, the applicant shall submit a visual mitigation plan which shall include one or more of the following standards:

- (1) Exterior lighting shall be directed away from residential areas or shielded from said areas to eliminate glare.
- (2) Construction of buildings or other enclosures may be required where facilities create noise and visual impacts which cannot be mitigated because of proximity, density and/or intensity of adjacent residential land use.

- 3 *Safety.* Adequate precautions shall be taken and necessary wellhead safety devices used at all times during the drilling, completion, recompletion, reworking, production, repair and maintenance of the well.
 - (a) Adequate fire-fighting apparatus and supplies, approved by the Greeley Fire Department or appropriate fire district, shall be maintained on the drilling site at all times during drilling, completion and repair operations. All machinery, equipment and installations on all drilling sites within the City limits shall conform with such requirements as may be issued by the Greeley Fire Department or appropriate fire district.
 - (b) Any well located less than 350 feet from an occupied building or in high density areas shall be equipped with blowout preventers during drilling.
4. *Wildlife.*
 - (a) When one or more wells or tank batteries are located within sensitive areas as identified on the City's Areas of Ecological Significance Map, the applicant shall consult with the Division of Wildlife and the City to obtain recommendations for appropriate site specific and cumulative impact mitigation procedures.
 - (b) In lieu of a site specific mitigation review for each well and well site, the applicant may submit to the Community Development Director a multi-site plan addressing cumulative impacts to wildlife from the estimated total number of facilities planned in the same area and including areas within the Long-Range Expected Growth Area, if at least one proposed well site is in the City.
5. *Flood Plain Restrictions.* The well and tank battery shall comply with all applicable federal, state and local laws and regulations when located in a flood way or a one-hundred-year flood plain area.
 - (a) All equipment at production sites located within a one-hundred-year flood plain shall be anchored as necessary to prevent flotation, lateral movement or collapse or shall be surrounded by a berm with a top elevation at least one foot above the level of a one-hundred-year flood.
 - (b) Any activity or equipment at any well site within a one-hundred-year flood plain shall comply with the Federal Emergency Management Act and shall not endanger the eligibility of residents of the City to obtain federal flood insurance.
- f. **Application Materials.** In addition to all submittal requirements for a use by special review required by Chapter 2 and Section 24-206, a use by special review for oil and gas facilities shall require the following:

1. *Site Plan.* Copies of all information submitted to the COGCC. If any of the following is not included on the COGCC information, it shall be submitted on one or more plats or maps, drawn to scale:
 - (a) The proposed location of production site facilities or well site facilities. Future development of the resource shall be considered in the location of the tank battery. Existing tank batteries and transmission and gathering lines within 500 feet of the well site shall be shown.
 - (b) The location of the drilling equipment and related facilities and structures.

- (c) The following information within a radius of 500 feet of the proposed well or production site:
 - (1) Existing surface improvements;
 - (2) Existing utility easements and other rights-of-way of record; and
 - (3) Existing irrigation or drainage ditches.
 - (4) Names of abutting subdivisions or owners of abutting unplatted property
 - (d) Drainage and erosion control plans for the well site or production site and the area immediately adjacent to such site, ~~if applicable~~.
 - (e) Location of access roads.
 - (f) Well site or production site's existing lease boundaries, well name and number.
 - (g) True north arrow, scale and plan legend.
 - (h) A title block showing the scale; date of preparation; and name, address and telephone number of the plan preparer, applicant and operator.
- 2. **Vicinity Maps.** Copies of the vicinity maps as submitted to the COGCC. If any of the following is not included on the COGCC vicinity maps, it shall be submitted included for a three-mile radius around the proposed well:
 - (a) Location of all existing water bodies and watercourses, including direction of water flow. This information shall be submitted on USGS 7.5 minute series or assessor base maps which indicate topographic detail and show all existing water bodies and watercourses with a physically defined channel within a four-hundred-foot radius of the proposed well.
 - (b) Location of existing oil and gas wells as reflected in COGCC records. This information shall be submitted on a map and shall include any and all wells within a one-thousand-foot radius of the proposed location for the well.
 - (c) Location of drill site and access from one or more public roads.
 - (d) Surface and mineral lease ownership within 200 feet of the wellhead and within 400 feet of the wellhead in high-density areas.
- 3. **Other Items.** The application shall include the following:
 - (a) The operator's and surface owner's names and addresses, copies of any required COGCC Form 2 and designation of agent, if applicable.
 - (b) An operating plan.
 - (c) A list of all permits or approvals obtained or yet to be obtained from local, state or federal agencies other than COGCC.
 - (d) An emergency response plan that is mutually acceptable to the operator and the Greeley Fire Department or appropriate fire district that includes a list of local telephone number of public and private entities and individuals to be notified in the event of an emergency, the location of the well and provisions for access by emergency response entities.
 - (e) A plan for minimizing negative impacts, including noise and vibration levels, air and water quality, odor levels, visual impacts, wildlife impacts, waste disposal and public safety.
 - (f) A fire protection plan that is mutually acceptable to the operator and the Greeley Fire Department or appropriate fire district that includes planned actions for possible emergency events and any other pertinent information. Prior to the application to the City, a proposed fire protection plan and emergency response plan shall be submitted to and reviewed by the Greeley Fire Department or appropriate fire district.
- g. **Review Criteria.** In addition to all other general criteria in Section 24-206 for use by special review, the Planning Commission shall consider the following for oil and gas facilities:
 - 1. The submittal of all necessary information demonstrates compliance with all federal, state and local laws and regulations regarding siting and operating facilities.
 - 2. The site plans demonstrate compliance with all standards in this Section.

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3. The site plan or any additional environmental mitigation plans meet the standards, guidelines and criteria for the specific location and context.
 4. No other conditions or circumstances exist that will undermine the intent of this Section.
- h. **Inspections.** The holder or agent of the special review permit shall allow inspections of all wells and accessory equipment and structures by City personnel at any reasonable hour.
1. Failure to allow inspections for more than ten days shall result in scheduling a special review permit revocation hearing before the Planning Commission. The Planning Commission's decision on a special review permit revocation based on failure to allow inspections shall be final.
 2. Each year the operator of any producing oil or gas well shall provide the following to the Fire Chief:
 - (a) Proof of insurance and bonding required by any City, county, state or federal law or regulation
 - (b) Certification of compliance with the conditions of this Section, the Uniform Building and Fire Codes, and other applicable regulations.
 - (c) Annual inspection fees established by the City to cover inspection costs. This fee shall be paid no later than February 1 for the preceding year. Wells which have been plugged and abandoned are exempt from the fee.
- i. **Defined Terms.** The following terms used in this Section shall have the meaning given below. All terms not listed but that are defined in the Act, or in regulations by the COGCC or CDPHE authorized under the Act, shall defer to those definitions, and any conflicts resolved in favor of the state definitions. All other terms shall have their usual customary meaning, the meaning given elsewhere in this code, or any generally accepted oil and gas industry meaning if the term is technical in nature.

Act shall mean the Oil and Gas Conservation Act of the State of Colorado.

Assembly building shall mean any building or portion of building or structure used for the regular gathering of 50 or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking, dining or awaiting transport.

Building unit shall mean a building or structure intended for human occupancy. A dwelling unit, every guest room in a hotel/motel, every 5,000 square feet of building floor area in commercial facilities and every fifteen thousand 15,000 square feet of building floor area in warehouses or other similar storage facilities is equal to one building unit.

Commission or COGCC shall mean the Oil and Gas Conservation Commission of the State of Colorado.

Educational facility shall mean any building used for legally allowed educational purposes for more than 12 hours per week for more than six persons. This includes any building or portion of building used for licensed day-care purposes for more than six persons.

High-density area shall be determined at the time the well is permitted on a well-by-well basis, by calculating the number of occupied building units within the seventy-two-acre area defined by a one-thousand-foot radius from the wellhead or production facility and shall mean any tract of land which meets one of the following:

1. 36 or more actual or platted building units are within a one-thousand-foot radius, or 18 or more building units are within any semi-circle of the one-thousand-foot radius, at an average density of one building unit per two acres. If platted building units are used to determine density, then 50% of said platted units shall have building units under construction or constructed;
2. An educational facility, assembly building, hospital, nursing home, board and care facility or jail is located within 1,000 feet of a wellhead or production facility; or

3. If a designated outside activity area is within one thousand 1,000 feet of a wellhead or production facility, the area may become high density upon application and determination by the COGCC.

Hospital, nursing home, board and care facilities, for the sole purpose of this Chapter, shall mean buildings used for the licensed care of more than five in-patients or residents.

Inspector, City shall mean any person designated by the City Manager or by the Manager's designee, who shall have the authority to inspect a well site to determine compliance with this Chapter and other applicable ordinances of the City.

Jail shall mean those structures where the personal liberties of occupants are restrained, including but not limited to mental hospitals, mental sanitariums, prisons and reformatories.

Local government designee shall mean the office designated to receive, on behalf of the local government, copies of all documents required to be filed with the local governmental designee pursuant to the rules of the COGCC.

Mineral owner shall mean any person having title or right of ownership in subsurface oil and gas or leasehold interest therein.

Operating plan shall mean a general plan which describes an oil and gas exploration and production facility identifying purpose, use, typical staffing pattern, seasonal or periodic considerations, routine hours of operation, source of services/infrastructure, any mitigation plans and any other information related to regular functioning of that facility.

Operator shall mean the person designated by the owner or lessee of the mineral rights as the operator and so identified in Oil and Gas Conservation Commission applications.

Production facilities shall mean all storage, separation, treating, dehydration, artificial lift, power supply, compression, pumping, metering, monitoring, flow lines and other equipment directly associated with oil wells, gas wells or injection wells.

Sidetracking shall mean entering the same wellhead from the surface, but not necessarily following the same well bore, throughout its subsurface extent when deviation from such well bore is necessary to reach the objective depth because of an engineering problem.

Surface owner shall mean any person having title or right of ownership in the surface estate of real property or leasehold interest therein.

Twinning shall mean the drilling of a well adjacent to or near an existing well when the well cannot be drilled to the objective depth or produced due to an engineering problem, such as a collapsed casing or formation damage.

Well shall mean an oil or gas well, a hole drilled for the purpose of producing oil or gas, or a well into which fluids are injected.

Well site shall mean the areas which are directly disturbed during the drilling and subsequent operation of, or affected by production facilities directly associated with, any oil well, gas well or injection well.

Wellhead shall mean the mouth of the well at which oil or gas is produced.

- a. **Findings.** The City Council finds that certain areas within the City are zoned to allow for adult businesses. The following shall apply to adult businesses:
1. Regulation of adult businesses protects and preserves the health, safety and welfare of the patrons of such businesses, as well as the citizenry.
 2. Regulation of adult businesses furthers substantial governmental interests and is necessary because, in the absence of such regulation, significant criminal activity has historically and regularly occurred. This history of criminal activity has included prostitution, narcotics and liquor law violations, violent crimes against persons and property crimes.
 3. Adult businesses are frequently used for unlawful and unhealthful sexual activities, including prostitution and sexual liaisons of a casual nature.
 4. The concern over sexually transmitted diseases, including AIDS, is a legitimate health concern of the City which demands reasonable regulation of adult businesses in order to protect the health and well-being of the citizens.
 5. Adult businesses have a deleterious effect on both neighboring businesses and surrounding residential areas, causing an increase in crime and a decrease in property values.
 6. It is recognized that adult businesses have serious objectionable characteristics, particularly when they are located in close proximity to each other, thereby contributing to urban blight and downgrading the quality of life in the adjacent area.
 7. Restricted hours of operation will further prevent the adverse secondary effects of adult businesses.
 8. The City Council desires to minimize and control these adverse effects and thereby protect the health, safety and welfare of the citizens; preserve the quality of life; preserve the property values and character of surrounding neighborhoods; deter the spread of urban blight; and protect the citizens from increased crime.
- b. **Intent.** The intent to of this section is to regulate adult businesses to
1. Promote the health, safety, morals and general welfare of the citizens of Greeley;
 2. Establish reasonable and uniform regulations to prevent any deleterious location and concentration of adult businesses within the City; and
 3. Reducing or eliminating the adverse secondary effects from such adult businesses.
 4. The provisions of this Section have neither the intent nor effect of imposing a limitation or restriction on the content of any constitutionally protected communicative materials, including sexually oriented materials.
 5. Neither is it the intent nor effect of this Section to condone or legitimize the distribution of obscene material.
- c. **General Standards.** The following provisions shall apply to an adult business, service or entertainment establishment:
1. *Age Restriction.* No one under 18 years of age shall be admitted to an adult business, service or entertainment establishment offering any form of live entertainment, nor shall any employee, agent or independent contractor working on such premises where live entertainment is allowed be under 18 years of age.
 2. *Hours of Operation.* Adult entertainment shall only be available at adult business, service or entertainment establishments between the hours of 7:00 a.m. and 12:00 midnight, Monday through Saturday.
 3. *Buffers.* An adult business, service or entertainment establishment shall be adequately buffered through the use of facade treatment, landscaping or fencing to minimize adverse impacts on commercial or residential uses, public parks, churches, public or private schools, preschools or child care centers certified or licensed by the State of Colorado,

which are in proximity to such adult businesses. Buffering requirements shall be as provided in Section 24-803.

4. *Lightning & Signs.* All outside lighting and signs shall be arranged, shielded and restricted so as to prevent adverse impacts and any nuisance on adjacent streets, commercial or residential uses, public parks, churches or public or private schools, preschools or child care centers certified or licensed by the State.
 5. *Location Restrictions.* No adult business, service or entertainment establishment shall be operated or maintained within 1,000 feet of the following uses, measured in a straight line without regard to intervening structures or objects from the closest property line of the use to the property line of the adult establishment.
 - (a) Any school, preschool or child care center certified or licensed by the state;
 - (b) Church property;
 - (c) Property zoned for residential use;
 - (d) A public park; or
 - (e) Any existing adult business
 6. *Site Limits.* Not more than one adult business shall be operated or maintained in the same building, structure or portion thereof.
- d. **Public Nuisance.** Any adult business, service or entertainment establishment which engages in repeated or continuing violation of these regulations shall constitute a public nuisance subject to the provisions of Chapter 1.32. For purposes of these regulations, *repeated violations* shall mean three or more violations of any provision set forth herein within a consecutive twelve-month period, dating from the time of any violation. Any *continuing violation* shall mean a violation of any provision set out herein lasting for three or more consecutive days.
- e. **Free Expression.** Nothing in this Section shall be construed to apply to the presentation, showing or performance of any play, drama, ballet or motion picture in any theater, concert hall, museum of fine arts, school, institution of higher education or similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of a state of nudity for the purpose of advancing the economic welfare of a commercial or business enterprise.

24-1104 **Marijuana Uses**

- a. **Intent.** The intent of this Section is to prohibit certain land uses related to commercial and medical marijuana in the City and, in furtherance of this intent, the City Council makes the following findings:
1. The Colorado Medical Marijuana Code, Section 12-43.3-101, et seq., C.R.S., clarifies state law regarding the scope and intent of Article XVIII, Section 14 of the Colorado Constitution.
 2. The Colorado Medical Marijuana Code specifically authorizes the governing body of a municipality to "vote to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers' licenses."
 3. The Colorado Medical Marijuana Code specifically authorizes a municipality "to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers' licenses ... based on local government zoning, health, safety, and public welfare laws for the distribution of medical marijuana."
 4. Article XVIII, Section 16 of the Colorado Constitution ("Amendment 64") specifically authorizes the governing body of a municipality to "prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores through the enactment of an ordinance."
 5. The City has the power and authority to make and publish ordinances which are necessary and proper to provide for the safety and preserve the health of the citizens of the City not inconsistent with the laws of the State.
 6. Both Section 14 and Section 16 of Article XVIII of the Colorado Constitution provided specific direction regarding the requirements related to growing marijuana for personal use, including providing limits to the number of plants which may be grown; and Section 14 specifically addresses the noncommercial cultivation of marijuana by requiring that marijuana may not be grown openly or publicly, requiring that marijuana be grown in an enclosed and locked space and providing that marijuana grown for personal use may not be made available for sale.
 7. Based on careful consideration of the Colorado Medical Marijuana Code, Article XVIII, Sections 14 and 16 of the Colorado Constitution and the potential secondary effects of the cultivation and dispensing of medical marijuana and the retail sale, distribution and manufacturing of medical marijuana-infused products, such land uses have an adverse effect on the health, safety and welfare of the City and its inhabitants.
- b. **Authority.** The City's authority to adopt this section is found in the following:
1. Article XVIII, Sections 14 and 16 of the Colorado Constitution,
 2. Colorado Medical Marijuana Code, Section 12-43.3-101, C.R.S.;
 3. Local Government Land Use Control Enabling Act, Section 29-20-101, C.R.S.,
 4. Section 31-23-101, et seq., C.R.S. (Municipal Zoning Powers);
 5. Sections 31-15-103 and 31-15-401, C.R.S. (Municipal Police Powers);
 6. Section 31-15-501, C.R.S. (Municipal Authority to Regulate Businesses); and t
 7. City of Greeley Home Rule Charter.
- c. **Applicability.** This Section shall apply to all property within the City. To the extent that the City is required to allow the cultivation of medical marijuana or marijuana for personal use under state law, the standards, conditions and limited authorizations in this Section apply. Nothing in this Section shall be interpreted to permit marijuana dispensaries of any kind otherwise prohibited by this or any other regulation. If the Colorado Medical Marijuana Code, Article XVIII, Section 14 of the Colorado Constitution and/or the Colorado Recreational Marijuana Code, Article XVIII, Section 16 of the Colorado Constitution are declared unlawful in violation of federal law, nothing

in this Code shall be deemed to permit the cultivation, possession or use of marijuana for medical or any other purpose. This Section shall be liberally construed to prevent and prohibit the establishment, operation and continuation of any prohibited activity, but shall not be construed to criminalize lawful activity under Article XVIII, Section 16 of the Colorado Constitution.

- d. **Prohibited Uses.** The following activities are prohibited in the City, and not permitted as a primary land use, incidental activity or accessory use to another lawful land use, or as a home occupation:

1. Medical marijuana dispensaries, medical marijuana centers, medical marijuana-infused products manufacturers and optional premises cultivation operations
2. Commercial marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores.
3. Any private marijuana club.

The City designates the Department of Finance as the entity responsible for processing applications for licenses to operate a marijuana establishment. Pursuant to the prohibitions set forth above, any application for a license to operate a marijuana establishment shall be deemed denied upon the date of submission

- e. **Limited Authorizations.** Caregivers and patients within the City are authorized to engage in only those activities regarding medical marijuana which are set forth in Section 14 of Article XVIII of the Colorado Constitution, as defined and limited by Section 25-1.5-106, C.R.S. Caregivers within the City are subject to any and all restrictions, limitations and prohibitions regarding the possession, consumption, transfer and cultivation of medical marijuana as set forth in Section 25-1.5-106, C.R.S., and all administrative rules and regulations promulgated by state agencies.

- f. **Other Standards & Prohibitions**

1. It is unlawful to grow medical marijuana or marijuana for personal or medicinal use anywhere in the City other than in a detached single-family residence and therein, within an enclosed, locked space which is not open or public within a detached single-family residential property under the ownership of the person cultivating the marijuana or with the written permission of the property owner. For purposes of this Section, a garage or detached structure associated with the residence shall not be used for the cultivation of marijuana.
2. It is unlawful to cultivate marijuana or medical marijuana inside a residential dwelling in an area exceeding 32 square feet or exceeding a height of 10 feet. This limit applies regardless of the number of qualified patients or caregivers or persons otherwise allowed to possess and grow marijuana for personal use residing in the residence. The cultivation area shall be a single, locked area and shall not be accessible to anyone under the age of 21 unless such person possesses a medical marijuana registration card.
3. It is unlawful to use any lighting for the indoor cultivation of marijuana or medical marijuana other than light emitting diodes (LEDs), compact fluorescent lamps (CFLS) or fluorescent lighting. All high intensity discharge (HID) lighting, including but not limited to mercury-vapor lamps, metal-halide (MH) lamps, ceramic MH lamps, sodium-vapor lamps, high pressure sodium (HPS) lamps and xenon short-arc lamps, are prohibited.
4. It is unlawful to use gas products (e.g., CO₂, butane) for indoor marijuana or medical marijuana cultivation or processing.
5. It is unlawful to cultivate marijuana or medical marijuana in any structure without complying with applicable building and fire codes, including plumbing, mechanical and

electrical, and all applicable zoning codes, including by not limited to lot coverage, setback and height requirements.

6. Any indoor marijuana or medical marijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the property line for detached single-family residences or residential property, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence. This shall include, at a minimum, a system meeting the requirements of the current, adopted edition of the International Residential / Building Code.
 7. It is unlawful to store chemicals used for marijuana or medical marijuana cultivation inside of the habitable areas of the residence or within public view from neighboring properties and public rights-of-way.
 8. It is unlawful for any marijuana or medical marijuana cultivation activity to adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration or other impacts; or be hazardous due to the use or storage of materials, processes, products or wastes or from other actions related to the cultivation.
- g. **Violations and Enforcement.** Violations of this Section shall constitute a Code infraction violation and shall be punished pursuant to Chapter 1.33 of the Greeley Municipal Code. The establishment, operation and continuation of any activity in violation of the terms of this Section is specifically determined to constitute a public nuisance, may be abated by the City as a nuisance and may be enjoined by the City in an action brought in a court of competent jurisdiction in the County in which such activity occurs. The remedies set forth in this Section shall not be exclusive, shall be cumulative and shall be in addition to any other remedy available at law or in equity.
- h. **Defined Terms.** The following terms used in this Section shall have the meaning given below. All other terms shall have their usual customary meaning, or the meaning given elsewhere in this code or Article XVIII, Section 16 of the Colorado Constitution, except where the context clearly indicates a different meaning.

Caregiver shall have the same meaning as set forth in Section 25-1.5-106(2), C.R.S.

Enclosed space means a permanent or semi-permanent area, surrounded on all sides, including the roof. The temporary opening of windows or doors does not convert the area into an unenclosed space.

Locked space means the area where cultivation occurs must be secured at all points of ingress and egress with a locking mechanism designed to limit access, such as a key or combination lock.

Marijuana or marihuana means all parts of the plant of the genus cannabis, whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds, or its resin, including marihuana concentrate. *Marijuana or marihuana* does not include industrial hemp, nor does it include fiber produced from the stalks, oil or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other product.

Marijuana cultivation facility means an entity licensed to cultivate, prepare and package marijuana and sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities and to other marijuana cultivation facilities, but not to consumers.

Marijuana establishment means a marijuana cultivation facility, a marijuana testing facility, a marijuana product manufacturing facility or a retail marijuana store.

Marijuana product manufacturing facility means an entity licensed to purchase marijuana; manufacture, prepare and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

Marijuana products means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments and tinctures.

Marijuana testing facility means an entity licensed to analyze and certify the safety and potency of marijuana.

Medical marijuana shall mean marijuana that is grown and sold pursuant to the provision of Article 43.3 of Title 12, C.R.S.

Medical marijuana center shall mean a person, business or any other entity licensed pursuant to Article 43.3 of Title 12, C.R.S., to operate a business as described in Section 12-43.3-402, C.R.S., that sells medical marijuana to registered patients or caregivers as authorized in the Colorado Revised Statutes, but is not a caregiver.

Medical marijuana dispensary shall have the same meaning as a *medical marijuana center* as set forth above.

Medical marijuana-infused product shall mean a product infused with medical marijuana that is intended for use or consumption other than by smoking, including but not limited to edible products, ointments and tinctures.

Medical marijuana-infused products manufacturer shall mean a person, business or any other entity licensed pursuant to Article 43.3 of Title 12, C.R.S., to operate a business as described in Section 12-43.3-404, C.R.S.

Open means not protected from unaided observations lawfully made from outside its perimeter not involving physical intrusion.

Optional premises cultivation operation shall mean a person, business or any other entity licensed pursuant to Article 43.3 of Title 12, C.R.S., to operate a business as described in Section 12-43.3-403, C.R.S.

Patient shall mean a person who has a debilitating medical condition and who has been provided with a registry identification card pursuant to the Colorado Revised Statutes to obtain medical marijuana.

Primary caregiver shall have the same meaning as set forth in Section 25-1.5-106(2), C.R.S.

Private marijuana club means the consumption of marijuana by persons assembled within a commercial or industrial structure, where such consumption is permitted, encouraged, promoted, enabled or condoned by persons assembled therein, whether such consumption is the primary intended purpose or an intended purpose incidental to other reasons for assembly therein.

Public means an area which is open to general access without restriction.

Retail marijuana store means an entity licensed to purchase marijuana from marijuana cultivation facilities and marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

Reserved Sections 24-1105 through 24-1200

Section 7. The Greeley Municipal Code shall be amended by adding thereto a new Chapter 12 of Title 24 to read as follows:

Chapter 12 Reserved – Metropolitan Districts

24-1201-1300 Reserved

Chapter 1. General Provisions

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

Chapter 2. Procedures

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

Chapter 3. Subdivision Standards

- 24-301 Streets
- 24-302 Open & Civic Spaces
- 24-303 Blocks & Lots
- 34-304 Required Improvements
- 24-305 Adequate Public Facilities

Chapter 4. Zoning Districts & Uses

- 24-401 District Intent & Applicability
- 24-402 Allowed Uses
- 24-403 Accessory Uses
- 24-404 Specific Use Standards
- 24-405 District Performance Standards

Chapter 5. Neighborhood Development & Design Standards

- 24-501 Intent & Applicability
- 24-502 Residential Building Types
- 24-503 Residential Design Standards
- 24-504 Courtyard Pattern
- 24-505 Manufactured, Mobile, & Small Format Housing

Chapter 6. Nonresidential Development & Design Standards

- 24-601 Intent & Applicability
- 24-602 Development Standards
- 24-603 Design Standards

Chapter 7. Access & Parking Standards

- 24-701 Intent & Applicability
- 24-702 Access & Circulation
- 24-703 Required Parking
- 24-704. Parking Design
- 24-705 Loading Areas
- 24-706 Recreational & Oversized Vehicles
- 24-707 Alternate Access & Parking Plan

Chapter 8. Landscape Standards

- 24-801 Intent & Applicability
- 24-802 Landscape Design
- 24-803 Perimeter Landscape & Screening
- 24-804 Plant Specifications

Chapter 9. Signs

- 24-901 Intent & Applicability
- 24-902 Exempt Signs
- 24-903 Prohibited Signs
- 24-904 Standards Applicable to All Signs
- 24-905 Specific Sign Allowances
- 24-906 Historic Signs
- 24-907 Nonconforming Signs
- 24-908 Sign Measurements & Interpretation
- 24-909 Relief From Standards
- 24-910 Sign Chart

Chapter 10. Special Purpose Districts & Areas

- 24-1001 Floodplain Overlay District
- 24-1002 Airport Overlay District
- 24-1003 Historic Preservation
- 24-1004 Areas of Ecological Significance
- 24-1005 General Improvement District Overlay
- 24-1006 Redevelopment District Overlay
- 24-1007 Character Overlay Districts
- 24-1008 Entertainment Districts
- 24-1009 Hillside Development Standards

Chapter 11. Supplemental Standards

- 24-1101 Wireless Communication Facilities
- 24-1102 Oil & Gas
- 24-1103 Adult Uses
- 24-1104 Marijuana Uses

Chapter 12 Metropolitan Districts**Chapter 13 Definitions & Terms**

- 24-1301 Description of Uses
- 24-1302 Glossary of Architecture & Design Terms
- 24-1303 Definitions

CHAPTER 7 ACCESS & PARKING: SECTION MAP		
Current Standards	Reorganized	Comment
18.42.010 Purpose & Intent	24-701.a Intent & Applicability, Intent	Expanded to be more specific and coordinate with “purposes” (in 24-101.d; broad and general) and “design objectives (various sub-sections; detailed and outcome oriented or performance based). This aids flexibility and interpretation of the code
18.42.020 Application	24-701.b. Intent & Applicability, Applicability	Expanded to highlight specific instances where compliance with parking standards is encountered in development review.
18.42.030 Definitions	Chapter 12 Definitions	All definitions will be moved to one location to avoid problems of repeating definitions in multiple sections.
18.42.040 Parking – General Provisions	24-704.f. Paring Design, General Design Standards	Similar to current provisions with two additions: more criteria for off-site parking and options for alternative surfaces in tow specific situations.
18.42.050. Off-street Parking Requirements	24-703.a and b. Required Parking, Vehicle Parking Rates and Maximum Parking	Table has been generalized. The current table has a number of very specific uses with only subtle differences between the required parking rates, and some which could overlap with other listed uses causing interpretation issues. A more general list can get interpretations to a base parking requirement more-easily, and with the degree of flexibility in the code work to the appropriate or optimal parking requirement for a specific situation.
18.42.060 Parking for the Disabled	24-703.e. Required Parking, Accessible Parking	no substantive change
18.42.070 Bicycle Parking	24-704.d Required Parking, Bicycle Parking	Broadened and improved with more nuance to uses and context; also, possible reduction in vehicle parking in some cases (24-703.c.4.
18.42.080 Parking Space Dimensions	24-704.b. Parking Design, Location, Size and Landscape area 24-704.e. Parking Design, Parking Dimensions	broadened to overall stall configuration, parking block concepts and landscape design (per above) coordinated specific for parking layouts; but generally retained 15 space limit without islands; 200 space limit without perimeters or center medians. Compact parking space option shifted to alternative compliance / alternative access and parking plan, with more flexibility.
18.42.090 Parking Reduction Options	24-703.c. Required Parking, Parking Reductions	Expanded with more comprehensive approach to context, credits, sharing and reductions Note the following regarding any impact from the downtown exemption not applying to large-scale or residential uses: 1. new required parking may still be reduced by other credits for on-street, bicycle (15%), administrative (15%), transit (25%) 2. Public parking available to the residents can allow a 1 for 2 reduction. 3. Other reductions beyond that number can be done for specific cases with alternative compliance / alternative access and parking plan in 24-707 – additional 25% by staff approval; greater than 25% by PC approval.
18.42.095 Recreational Vehicles and Oversized Vehicles	24-706 Recreational & Oversized Vehicles	Only formatting and simplification changes – no substantive changes
18.42.100 Off-street Loading Regulations	24-705 Loading Areas	Expanded options for different contexts and to account for different loading area needs for small scale uses and in mixed-use or walkable contexts.
18.42.110 Off-street Stacking Regulations	[see Required Parking table – drive-through restaurant and service, and 24-702a.4.(a)	This will also be coordinated with “accessory uses” and use-specific design standards in Chapter 4 for drive-through service.
18.42.120 Historic Parking Credit	24-701.b.2	This was re-characterized from a historical credit to past code requirements, to a general leniency and threshold for all changes of use that parking won't trigger until the new use required more than 125% that exists; this broadens the applicability of credits for any use change, but also limits it to a more practical number and parking impact
18.40.050 Vehicle Access and Circulation	24-702.a. Access and Circulation, Driveways	Integrated with overall access and circulation of the site and within parking areas to emphasize balance of vehicle, bicycle and pedestrian access. (site scale standards; project and area scale standards are addressed in 3.01 – Streets or 3.02 Open & Civic Spaces)

CHAPTER 7 ACCESS & PARKING: SECTION MAP

Current Standards	Reorganized	Comment
18.40.060 Pedestrian and Bicycle Access and Circulation	24-704.c. Parking Design, Sidewalks 24-702.c Access and Circulation, Sidewalks	Integrated with overall access and circulation of the site and within parking areas to emphasize balance of vehicle, bicycle and pedestrian access. (site scale standards; project and area scale standards are addressed in 3.01 – Streets or 3.02 Open & Civic Spaces)
from 18.44.100 (various sub-sections) of updated landscape code	24-704.a Parking Design, Landscape Design Objectives	coordinated with landscape design section, but specific to parking lot layout and design
From 18.44.100.b.4 of updated landscape code	24-704.d. Parking Design, Footstep Access	(new section from landscape updates
new section	7.07 Alternate Parking & Access Plan;	new, but replaces a lot of general flexibility in current standards, consolidated here and quantified to emphasize some of the existing flexibility or alternatives; coordinates with “alternative compliance” provisions, generally

CHAPTER 8 LANDSCAPE STANDARDS: SECTION MAP		
Current Standards	Reorganized	Comment
18.44.010 Purpose and Intent	24-801.a. Intent & Applicability; Intent	Simplified; more succinct section that covers all of the same topics. This is done to: 1. Be more effective and direct in stating the intent. 2. Better guide discretion and interpretation, and not lose sight of important topics in circular, vague or repetitive language; 3. Be consistent with the format and writing style of other intent sections of the code; and 4. Not repeat broad and general "Purposes" of the whole code which are in 24-101.d applicable to the entire code ("Intent" sections are more topic specific and focus just on landscape in relation to the broad purposes.)
18.44.020 Applicability	24-801.b. Intent & Applicability; Applicability	Clarified that the code does apply to SF and 2F in some sections, and that it applies to new buildings and site work (current summary table leaves that out – though obvious and implied) Moved several related sections on permitting, administration, etc. into this section Re-characterized the major/minor distinction on extent of applicability of standards; eliminated it from the structure of other sections (most cases it caused confusion and ordinance structure problems with overlapping standards on no meaningful differences in the substantive standards)
18.44.030 Definitions	Chapter 12 Definitions	All definitions will be moved to one section in the final draft under direction from previous draft reviews.
18.44.040 Landscape plan requirements	24-801.b.3. Intent & Applicability; Applicability; Landscape Plan	Consistent with direction on other sections, consider if this should be removed and shifted to forms and submittal requirements administered by staff according to section 24-201.a.1.
18.44.050 General landscape design standards	24-802 Landscape Design 24-804 Plant Specifications;	Simplified and reorganized general lists of standards based on sub-topics in both 24-802 Landscape Design and 24-804 Plant Specifications Moved the required planting to the front to establish the requirements in a more prominent part of the chapter, and converted all general requirements to a single table (note: the major / minor distinctions of current sub-sections did not have any meaningful distinctions in the plant requirements) Other sections on drainage and water resources were reorganized in more technical and specific sections addressing those topics more directly.
18.44.060 Installation and maintenance	24-804.e. Plant Specifications; Installation & Maintenance 24-801.b. Intent & Applicability; Applicability	Consolidated several sections referring to maintenance in similar ways in one section Moved some of the installation procedures and administrative or permit items to applicability section Several of the items would not be codified under the general project direction to get forms and submittal requirements out of the code (2.01.A.1) and to address internal administrative staff procedures only generally (See 2.01.D.)
18.44.070 Irrigation systems	24-804.h. Plant Specifications; Irrigation systems	Reorganized and simplified. Note: the only meaningful distinction between major and minor and SF/2F seemed to be that major required review by Water and Sewer Department (again note if this internal, administrative detail should be codified, as things as detailed as this are not codified in other areas of the code that receive similar internal scrutiny due to the need to have experts and specialists review them for general compliance. (see 24-201.d.)
18.44.080 Landscape requirements all zoning districts	24-802 Landscape Design 24-803 Perimeter Design	Simplified and reorganized general lists of standards based on sub-topics in both 24-802 Landscape Design Separated out specific additional landscape requirements for buffers and screening and consolidated standards that are repeated frequently (some times in slightly different ways) throughout current standards) Note: SF and 2F frontage landscape / lot coverage (listed at 50% but different for different frontage types), will defer to the frontage design standards in Chapter 5 for the space allocation, but landscape will be based on this chapter.
18.55.090 Buffer yards	24-803 Perimeter Landscape	Consolidated all buffer design standards into single table. Merged with perimeter treatment standards (see comment below). Some tree rates have changed, mainly to create greater distinctions between the buffer types at the higher end of the types.

CHAPTER 8 LANDSCAPE STANDARDS: SECTION MAP		
Current Standards	Reorganized	Comment
		Also reduced the berm landscape reduction from 50% to 25% - to coordinate better with fence/wall and berm credit. (alternative compliance could still allow lower if appropriate)
18.44.100 Parking lot landscape	24-802 Landscape Design 24-704 Parking Lot Design	Moved all plant requirements for parking lots into the single table for plant requirements. Parking lot requirements were simplified by the following: Clarified the application of the parking landscape section to perimeter and internal islands, and emphasized the perimeter landscape; the parking lot requirement of 1 tree per 5 parking spaces is applied to these areas at minimum thresholds for both perimeter (1 per 35') and islands (1 per island or per 300 s.f.), rather than 65% of plants to internal islands. Parking lot layout and design (islands, buffers, etc.) is in Chapter 7 with all of the other parking requirements. (See 24-704)
18.44.110 Perimeter treatment standards	24-803 Perimeter Landscape	Combined perimeter treatment concept with buffer types – many of the types among each category were very similar in dimension and plant requirements, causing the code to make complex distinctions between situations that lead to no meaningful difference in the standards. In this way, the middle buffer types are applied to the perimeter treatment circumstances in the same manner as the current code.
18.44.120 Boulevard median standards	24-301 and 24-302	These standards will be coordinated with the streetscape landscape standards in 24-301 and or the civic and open space standards in 24-302.
18.44.130 Alteration replacement and removal	24-802.c.; 24-804.e	The intent of the current code was to encourage preserving trees, and require all trees part of an approved landscape plan or required by the code to be protected. These topics are more specifically addressed by an escalating credit for preserving existing trees (24-802.c) and basic inspection and enforcement provisions fro approved landscape plans. (24-804.e). Provisions that implied a more formal tree protection requirement for any existing trees or that mixed up these two objective are removed.

CHAPTER 9 SIGN STANDARDS: SECTION MAP		
Current Standards	Reorganized	Comment
18.54.010 Purpose and intent	24-901.a. Intent & Applicability; Intent	Slight revisions to be consistent with the format and writing style of other intent sections of the code; and not repeat broad and general "Purposes" of the whole code which are in 24-101.d applicable to the entire code.
18.54.020 Application and installation	24-901.b Intent & Applicability; Applicability	Used more direct phrasing on what triggers the ordinance; moved some of the permitting provisions, change of copy and abandoned signs here.
18.54.030 Variance and appeals	24-909.b Relief From Standards; Variance	Reorganized with "alternative compliance" (similar concept); referred to and removed things that duplicated 24-209 Variances
18.54.040 Enforcement	n/a; 24-901 Intent & Applicability; Applicability	Eliminated some provisions on general code enforcement -duplicates 24-104.; moved some things specific to particular sign removals to 24-903 Prohibited signs
18.54.050 Definitions and interpretations	Chapter 12 Definitions	All definitions will be moved to one section in the final draft under direction from previous draft reviews.
18.54.060 Sign permits	24-901.b. Intent & Applicability; Applicability or some eliminated	Moved some of the administrative and processing to applicability section; the detail submittal requirements will be removed from code to forms administered by department per direction on other sections (See 24-201.a.1.)
18.54.070 Reserved	eliminated	
18.54.080 General provisions	24-904 Standards Applicable to All Signs	Reorganized; some sections general to overall code and addressed in Chapter 1 removed; duplicative sections of "exempt signs" or prohibitions removed or coordinated with other sections
18.54.090 Sign measurements and orientation	24.908 Sign Measurements & Interpretation	
18.54.100 Sign setbacks	24.908.d Sign Measurements & Interpretation; Setbacks	
18.54.110 Signs not requiring a sign permit	24-902 Exempt Signs	
18.54.120 Prohibited signs	24-903 Prohibited Signs	
18.54.130 Temporary signs, including portable signs, searchlights and beacons	24-905.i. Temporary Signs	
18.54.140 Signs requiring a sign permit	24-905 Permitted Sign Allowance	
18.54.150 Public, quasi-public and institutional uses (nonresidential uses in ...	24-905.g Permitted Sign Allowance; Public and Institutional Uses	
18.4.160 Signs in PUD zoned districts	24.905.h Permitted Sign Allowance; PUDs	
18.54.170 Historic signs	24-906 Historic signs	
18.54.180 Nonconforming signs	24-907 Nonconforming Signs	
18.54.190 Abandoned signs	24-901.b.4. Intent & Applicability; Applicability; Abandoned Signs	
18.54.200 Sign construction and maintenance standards	24-904.c. Standards Applicable to All Signs; Construction and Maintenance Standards	
18.54.210 Alternative compliance	24-909.a Relief From Standards; Alternative Compliance	Coordinated better with 24-208 Alternative Compliance (process and criteria); re-organized with Variances (similar related concept)
18.54.220 Sign Chart	24-910 Sign Chart	

CHAPTER 10 SPECIAL DISTRICTS AND AREAS: SECTION MAP

Current Sections	Reorganized Code	Comment
Chapter 18.34 Article II Floodplain Overlay District	24-1001 Floodplain Overlay District	
18.34.020 Purpose and intent	a. Intent	Simplified and organized to match new format.
18.34.040 General provisions	b. Applicability	Reorganized and rephrased as "applicability" section
18.34.050 Floodplain development permits	c. Floodplain Development Permits	No substantive changes.
18.34.060 General standards for flood hazard reduction	d. General Standards for Flood Hazard Reduction	No substantive changes
18.34.070 Specific standards for flood hazard reduction	e. Specific Standards for Flood Hazard Reduction	No substantive changes
18.34.080 Standards for areas of shallow flooding (AO/AH Zones)	f. Standards for Areas of Shallow Flooding (AO /AH Zones)	No substantive changes
18.34.090 Floodways	g. Floodways	No substantive changes
18.34.100 Alteration of watercourse	h.. Alteration of Watercourse	No substantive changes
18.34.110 Properties removed from floodplain by fill	i. Properties Removed from Floodplain by Fill	No substantive changes
18.34.120 Standards for subdivision proposals	j. Standards for Subdivision Proposals	No substantive changes
18.34.130 Standards for critical facilities	k. Standards for Critical Facilities	No substantive changes
18.34.030 Definitions	l. Defined Terms	Kept specific technical terms in this section; may need to merge/purge generally applicable terms defined in Chapter 13 to avoid duplication and conflicts
Chapter 18.34 Article IV Airport Overlay District	24-1002 Airport Overlay District	Overall reorganization and formatting with no substantive changes
18.34.300 Purpose	a. Intent	Simplified, removed "legalese," and organized to match new format.
18.34.310 Application	b. Applicability	No substantive changes
18.34.330 Airport zone	c. Airport Zone	No substantive changes
18.34.340 Use restriction	d. Use Restriction	No substantive changes
18.34.340 Nonconforming use	e. Nonconforming Use	No substantive changes
18.34.320 Definitions	f. Defined Terms	Kept specific technical terms in this section; may need to merge/purge generally applicable terms defined in Chapter 13 to avoid duplication and conflicts
Chapter 18.36 Historic Preservation	24-1003 Historic Preservation	Reorganized and formatted with no substantive changes
18.36.010 Purpose and intent	a. Intent	Reorganized and formatted with no substantive changes
18.36.020 Applicability of code)	b. Applicability	No substantive changes
18.36.060 Criteria for designation)	c. Criteria for Designation	No substantive changes
18.36.070 Designation	d. Designation	No substantive changes; reorganized and coordinated with Chapter 2 as much as possible.
18.36.110 Signage		
18.36.080 Notice	e. Notice	No substantive changes; the notice provisions are seem to be unnecessarily complex and could be better coordinated with Section 24-201.f. However, since they include subtle differences (owner-nominated vs. non-owner nominated; "first class, return receipt requested"; etc.) no substantive changes were made. It also retains the newspaper publication provision, which may need to be revisited based on the general direction of other published notice being on the website.
18.36.090 Appeal	f. Appeal	No substantive changes

CHAPTER 10 SPECIAL DISTRICTS AND AREAS: SECTION MAP		
Current Sections	Reorganized Code	Comment
18.36.100 Incentives	g. Incentives	No substantive changes; need appropriate cross reference to 18.37 – see comment below.
18.36.140 Alteration to designated properties and properties within a designated district	h. Alterations to Designated Property	No substantive changes
18.36.150 Criteria and standard for review of Certificate of Approval applications	i. Criteria for Certificate of Approval	No substantive changes
18.36.160 Removal from historic register/hardship exemptions	j. Removal from Historic Register/Hardship Exemptions	No substantive changes
Chapter 18.37 Historic Preservation Low Interest Loan Program	k. Historic Preservation Low Interest Loan Program	No substantive changes – but consider getting out of code and into an administrative policy (see notes on Initial Draft section map)
18.36.030 Definitions	l. Defined Terms	Kept specific technical terms in this section; may need to merge/purge generally applicable terms defined in Chapter 12 to avoid duplication and conflicts
18.36.040 Historic Preservation Commission; establishment, powers and duties	24-103.e Historic Preservation Commission	Simplified and moved to section with all other general administrative bodies established or with powers under the code.
18.36.050 Historic preservation specialist	n/a	Omitted; general staff person assigned this role by Director
18.36.120 Fines and penalties	n/a	Defer to Section 1.04 Enforcement which addresses entire code; no need to repeat same, similar or conflicting enforcement sections throughout different sections of the code
18.36.130 Illustrative flow chart (appendix L	n/a	Omitted; see general procedures and procedure summary table in Chapter 2
18.36.170 Severability	n/a	24-101.e Severability addresses for the entire code; do no need to repeat this in different sections throughout code.
Chapter 18.48 Areas of Ecological Significance	24-1004 Areas of Ecological Significance	
18.48.010 Purpose and intent	a. Intent	Reorganized and formatted with no substantive changes
18.48.020 Application	b. Applicability	Similar substantive content but generalized ability to update map since staff reported they do not regularly do this
18.48.040 General provisions	c. General Provisions	No substantive changes,
18.48.050 High and moderate impact area)	d. High & Moderate Impact Areas	Reorganized; no substantive changes
18.48.060 Development standards	e. Development Standards	Simplified; no substantive change
18.48.030 definitions	f. Defined Terms	Kept specific technical terms in this section; may need to merge/purge generally applicable terms defined in Chapter 13 to avoid duplication and conflicts
Chapter 18.34 Article III General Improvement District Overlay	24-1005 General Improvement District Overlay	
18.34.200 Purpose	a. Intent	Reorganized and formatted with no substantive changes; added more content related to planning and urban design policies and goals for downtown in preparation of adopting mapped frontages and street types
18.34.210 Application	b. Applicability	No substantive changes; eliminated redundancy in sections
18.34.220 District regulations	c. District Regulations	No substantive changes (no standards... note inconsistency with existing “purpose” statement somewhat remains)

CHAPTER 10 SPECIAL DISTRICTS AND AREAS: SECTION MAP		
Current Sections	Reorganized Code	Comment
Chapter 18.34, Article VII Redevelopment District Overlay	24-1006 Redevelopment District Overlay	
18.34.600 Purpose and intent	a. Intent	Simplified and organized to match new format; added some content specific to infill and urban design policies and goals from plan..
18.34.610 Application	b. Applicability	No substantive change; eliminated redundant content.
18.34.640 Cash-in-lieu 18.34.650 Redevelopment District performance options	c. Redevelopment District Performance Options	no substantive changes; formatted cash-in-lieu with other options; [note: very few provisions in this section that aren't equally or better addressed by other general code updates: context-specific application and criteria for standards; substantive standards and development types specifically geared for infill; or the improved criteria for alternative compliance. Therefore, recommend eliminating this district. See only substantive elements of current code: 18.44.030, 18.44.090, 18.46.040, 18.34.640, and 18.34.650]
18.34.620 Definitions	n/a	Defer to general definitions in Chapter 12 (few technical or "terms of art" in this section)
Chapter 18.34, Article IV Character Overlay Districts	24-1007 Character Overlay Districts	
18.34.400 Purpose	a. Intent	No substantive change; formatted to match code structure; added content to frame how overlay districts should be used and to specifically align with how the substantive design standards and alternative compliance are structured, and anticipate more refined, block- or district-scale application of those standards
18.34.410 Application 18.34.420 General Provisions 18.34.430 Standards	b. Applicability	No substantive change; combined and removed redundant sections; coordinated with 2.04; clarified that city-initiated overlays are not subject to petition thresholds
18.34.430 Standards	c. Effect of Decision	No substantive change; coordinated with 2.04
Chapter 18.34, Article V Northeast Greeley Mercado District; 18.34.500 - 510	d. Specific Districts	No substantive change; setting section up to specifically allow for additional districts to be designated here and then either substantive standards / provisions included (if minimal), or cross reference to appendix or other documents if plans and regulations of overlay are significant.
Chapter 18.34, Article VIII Entertainment District Overlay	24-1008 Entertainment Districts	
18.34.700 Purpose and intent	a. Intent	No substantive change
18.34.710 Application	b. Applicability	No substantive change
18.34.730 General Provisions 18.34.735 Downtown Entertainment District	c. General Provisions	No substantive changes [Note: since this district only deals with administrative, licensing, and enforcement in ROW issues, and not development or land use issues, recommend removing it from development code and let other policies, permits and administrative processes address this.
Chapter 18.50 Hillside Development Standards	24-1009 Hillside Development Standards	
18.50.010 Purpose and intent	a. Intent	No substantive change; formatted to match code structure
18.50.020 Application	b. Applicability	No substantive change
18.50.030 General Provisions 18.50.050 Design Standards	c. Development and Design Standards	No substantive change

CHAPTER 10 SPECIAL DISTRICTS AND AREAS: SECTION MAP		
Current Sections	Reorganized Code	Comment
18.50.040 Definitions	n/a	Defer to general definitions in Chapter 13 (fe technical or “terms of art” in this section, and general definitions or plain language interpretations should address it all)

CHAPTER 11 SUPPLEMENTAL STANDARDS: SECTION MAP		
Current Sections	Reorganized Code	Comment
Chapter 18.60 Wireless Communication Facilities	24-1101 Wireless Communication Facilities	
18.60.010 Purpose and intent	a. Intent	Simplified and organized to match new format.
18.60.020 Application	b. Applicability	Simplified language with no substantive changes
18.60.070 Standards for approval		
18.60.040 Operational standards	c. Operation & Development Standards	Simplified and reorganized with no substantive changes; separated sections with redundant mix of process and substantive standards.
18.60.070 Standards for approval		
18.60.060 Design standards	d. Design Standards	Simplified and reorganized with no substantive changes; eliminated many repetitive sections through better organization
18.60.050 Review procedures and requirements	e. Review Procedures	Simplified and reorganized with no substantive changes; clarified different types of applications and coordinated better with 24-1101.b (i.e. eligible facility requests; ROW facilities; etc.)
18.60.020 Definitions	f. Defined Terms	Kept specific technical terms in this section; may need to merge/purge generally applicable terms defined in Chapter 13 to avoid duplication and conflicts
Chapter 18.56 Oil and Gas	24-1102 Oil & Gas	Overall reorganization and formatting with no substantive changes
18.56.010 Purpose and intent	a. Intent	Simplified and organized to match new format.
18.56.020 General provisions	b. Applicability	Simplified to basic applicability; coordinated and removed sections redundant to other subsections.
18.56.160 Building Permits		
18.56.200 Notice to Proceed		
18.56.040 Well and production facility setbacks	c. Site & Development Standards	Reorganized with no substantive change; standards by topics noted in sub-sections 1. – 5.
18.56.090 Access roads		
18.56.100 Compliance with environmental requirements		
18.56.120 Recordation of flow lines		
18.56.150 Operations in High-density Areas		
18.56.060 Disposal of drilling mud and exploration and disposal waste	d. Coordination with COGCC Rules	Reorganized various COGCC compliance from several sections here.
18.56.070 Seismic operations		
18.56.080 Signage		
18.56.130 Reclamation		
18.56.140 Abandonment and plugging		
18.56.050 Flood plain restrictions	e. Environmental Mitigation	Reorganized with no substantive change.
18.56.120 Environmental impacts and mitigation		
18.56.170 Requirements and procedures	f. Application Materials	Reorganized and simplified; coordinated with 24-201; moved COGCC requirements to one section (24-1101.d) and development standards (24-1102.c).
18.56.180 Site plan application requirements		
18.56.190 Application review criteria	g. Review Criteria	Current section not really "criteria" but submittal requirements; moved submittal requirements to 24-1102.f. and rephrased others as criteria and coordinated with 24-201 and 24-206
18.56.210 Inspections	h. Inspections	Reorganized with no substantive change

CHAPTER 11 SUPPLEMENTAL STANDARDS: SECTION MAP		
Current Sections	Reorganized Code	Comment
18.56.030 Definitions	i. Defined Terms	Kept specific technical terms in this section; may need to merge/purge generally applicable terms defined in Chapter 13 to avoid duplication and conflicts
18.56.220 Violations and enforcement	n/a	Defer to section 24-104 of General Provisions; eliminate multiple, redundant, but inconsistent enforcement sections.
18.46.060 Adult uses	24-1103 Adult Businesses	Reorganized and formatted with no substantive changes
18.46.060 (a)	a. Findings	Reorganized and formatted with no substantive changes
18.46.060 (b)	b. Intent	
18.46.060 (c)	c. General Standards	
18.46.060 (d)	d. Public Nuisance	
18.46.060 (e)	e. Free Expression	
18.46.135 – 18.46.139	24-1104 Marijuana Uses	Consolidated 4 different sections on the same topic to avoid redundancy of common sections
18.46.135. (a) Legislative intent and authority 18.46.137 (a) Legislative intent and authority 18.46.139 (a) Intent, authority and applicability	a. Intent	Combined multiple sections with no substantive change, but separated intent from authority to match format.
(same as above)	b. Authority	Combined multiple sections with no substantive change, but separated intent from authority to match format.
(same as above)	c. Applicability	Combined multiple sections with no substantive change,
18.46.135 (c) and (d) 18.46.137 (c) and (d) 18.46.138 (b) and (c)	d. Prohibited Uses	Combined multiple sections with no substantive change,
18.46.136 Activities, restrictions, limitations....	e. Limited Authorizations	simplified; no substantive change
18.46.139 (c) – (l)	f. Other Standards & Prohibitions	reorganized – no substantive changed
18.46.137 (f) and (g) 18.46.138 (d) and (e) 18.46.139 (m) and (n)	g. Violations and Enforcement	Combined to eliminate redundant sections; likely could be eliminated due to coordination of 24-104 General Provisions, but retained due to subtle special provisions on nuisance declaration.
18.46.135 (b) Definitions 18.46.137 (b) Definitions 18.46.138 (a) Definitions	h. Defined Terms	Combined multiple sections with no substantive change. Kept specific technical terms in this section; may need to merge/purge generally applicable terms defined in Chapter 13 to avoid duplication and conflicts

PLANNING COMMISSION SUMMARY

ITEM: Amending Title 24 of the 2021 Greeley Municipal Code to Recommend Approval of Chapter 7 – Access & Parking, Chapter 8 – Landscape Standards, Chapter 9 – Sign Standards, Chapter 10 – Special Districts & Areas, Chapter 11 – Supplemental Standards, and Chapter 12 – Reserved - Metropolitan Districts to be Adopted by Ordinance

PROJECT: Title 24 – Chapter 7 – Access & Parking
Title 24 – Chapter 8 – Landscape Standards
Title 24 – Chapter 9 – Sign Standards
Title 24 – Chapter 10 – Special Districts & Areas
Title 24 – Chapter 11 – Supplemental Standards
Title 24 – Chapter 12 – Reserved – Metropolitan Districts

FILE NO: Title 24 – Chapters 7-12 – CU2021-0004

LOCATION: (City-wide)

APPLICANT: City of Greeley, Community Development Department

CASE PLANNER: Carol Kuhn, AICP, Chief Planner

PLANNING COMMISSION HEARING DATE: June 8, 2021

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the staff and the public, and shall then make recommendations to the City Council regarding the proposed amendment to the Development Code.

PROJECT OVERVIEW AND BACKGROUND:

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

The Development Code, Title 18 of the City’s Municipal Code, was recently recodified into Title 24 as part of a citywide initiative.

On May 25, 2021, Staff conducted a worksession with the Planning Commission regarding the proposed revisions for Chapters 7-12 and presented Planning Commission with draft code language for Chapters 7-9 during the worksession.

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

Track	Chapter(s)	PC Worksession	PC Hearing	CC Public Hearings
Track I - Non-substantive changes for organization and improved usability.	Ch 1 – General Provisions	March 23, 2021	April 13, 2021	June 1, 2021 (First Reading)
	Ch 2 - Procedures	April 27, 2021	May 18, 2021	June 15, 2021 (Public Hearing) September 21, 2021 (Final Adoption)
Track II - Non-policy technical changes and coordination with other City policies and documents.	Ch 7 – Access & Parking Ch 8 – Landscape & Site Design Standards Ch 9 – Signs Ch 10 – Special Purpose Districts & Areas Ch 11 – Supplemental Standards Ch 12 - Reserved	May 25, 2021	June 8, 2021	July 6, 2021 (First Reading) July 20, 2021 (Public Hearing) September 21, 2021 (Final Adoption)
Track III - Substantive changes called for in the Comprehensive Plan, Strategic Housing Plan, and Council's 3-Year Priorities that need broader input and direction from the Advisory Committee, Planning Commission, and City Council.	Ch 3 – Subdivision Standards Ch 4 – Zoning Districts & Uses Ch 5 – Residential Development Standards Ch 6 – Non-residential Development Standards Ch 13 – Definitions	June 22, 2021	July 27, 2021	August 3, 2021 (First Reading) August 17, 2021 (Public Hearing) September 21, 2021 (Final Adoption)

KEY ISSUES / STAFF ANALYSIS:

The attached drafts of Chapters 7-12 include updates related to access, parking, landscaping, signs, special districts and areas, and supplemental standards for specific processes such as wireless facilities and marijuana uses:

Chapter 7– Access & Parking

This chapter provides parking standards, along with related standards for access, pedestrian, vehicle, and bicycle circulation. The changes in this section are designed to coordinate with proposed changes in other chapters - street design standards (Section 302), frontage design standards (Section 503.b and 603.b), and landscape standards (Chapter 8). Improvements are aimed to “right size” parking requirements, based on context and to allow for increased flexibility.

- **24-703.b Required Parking, Maximum Parking** Incorporating the current parking maximums, but requiring a range of mitigating options for any parking request that substantially exceeds the required minimum parking.
- **24-703.c. Required Parking & Parking Reductions** Incorporating existing flexibility for parking, but adding specific criteria and parameters for certain situations – specifically new emphasis on on-street parking, bicycle parking (adding a requirement for bicycle parking in 24-703.d and setting parameters for parking reductions), and shared parking (with a default shared parking schedule).
- **24-704 Parking Design** Coordinating with the recent landscape code updates (which included most of the parking lot design standards), but adjusting the size and placement of landscape areas based on the location (front, side, or rear) of the parking lot, and based on the size of the parking lot.
- **24-706 Alternate Access & Parking Plan** Allowing increased flexibility for parking standards based on a plan for the specific context and uses involved. These plans allow different thresholds of deviations from the standards for staff review and Planning Commission review.

Chapter 7 includes the following sections:

Chapter 7 Access & Parking

24-701	Intent & Applicability
24-702	Access & Circulation
24-703	Required Parking
24-704	Parking Design
24-705	Loading Areas
24-706	Recreational & Oversized Vehicles
24-707	Alternative Access & Parking Plan

A draft of Chapter 7 has been included with this memo.

Chapter 8 – Landscape Standards

This chapter incorporates the recent landscape code updates. It includes changes to the organization, language, and format to better match with the overall development code structure and format. Proposed changes were intended to simplify the language or administration of the standards, but not change recently adopted provisions. The following items are of note:

- The parking lot tree requirement remains (1 tree per 5 spaces), but the allocation of those trees has been simplified to allow design flexibility. It maintains at least 1 tree per 35 feet of parking lot perimeter, and converts the internal rate to 1 per island and a minimum of 1 per 300 s.f. of islands. These are similar to the current code but simplified so that beyond these minimum parameters, the required trees may be allocated in any manner that best serves the site.
- The perimeter treatment and buffer yard standards were combined. These are similar concepts and the 8 different perimeter and buffer standards had some overlap. Consolidating provided the opportunity to simplify the standards, but also draw greater distinctions among the landscape and screening standards. Each perimeter type roughly reflects the existing perimeter or buffer yard, however at the higher end (Type IV) plant requirements were increased to reflect the “3 layers” of separation (ground, mid-, and high) needed in these limited circumstances.

Chapter 8 includes the following sections:

Chapter 8 Landscape Standards

24-801	Intent & Applicability
24-802	Landscape Design
24-803	Perimeter Landscape & Screening
24-804	Plant Specifications

A draft of Chapter 8 has been included with this memo.

Chapter 9 – Sign Standards

This chapter incorporates the recent sign code updates. The revisions include: changes to the organization, language, and format to better match with the overall development code structure and format. A provision to allow electronic message display signs for institutional uses (churches, schools, etc.) in residential zone districts was added. There are no notable changes to this chapter. Cross references were updated.

Chapter 9 – Sign Standards includes the following sections:

Chapter 9 Sign Standards

24-901	Intent & Applicability
24-902	Exempt Signs
24-903	Prohibited Signs
24-904	Standards Applicable to All Signs
24-905	Specific Sign Allowances
24-906	Historic signs
24-907	Non-conforming Signs
24-908	Sign Measurements & Interpretation
24-909	Relief from Standards
24-910	Sign Chart

A draft of Chapter 9 has been included with this memo.

Chapter 10 – Special Districts & Areas

This chapter incorporates all of the overlay districts and special district regulations. It includes topics that span multiple districts (overlay); topics that require specific details and study (i.e. airport, flood, historic); or a combination of both. Because these areas and districts do not follow the same format and structure as the generally established “base” zoning districts (Chapter 4), they have been included here. Changes to the organization, language, and format were made to match the overall development code structure and format. Minor revisions to Areas of Ecological Significance have been made, as requested by the Colorado Department of Natural Resources. There are no notable changes to this chapter.

Chapter 10 Special Districts & Areas

24-1001	Floodplain Overlay District
24-1002	Airport Overlay District
24-1003	Historic Preservation
24-1004	Areas of Ecological Significance
24-1005	General Improvement District Overlay
24-1006	Redevelopment District Overlay
24-1007	Character Overlay Districts
24-1008	Entertainment Districts
24-1009	Hillside Development Standards

A draft of Chapter 10 has been included with this memo.

Chapter 11 – Supplemental Standards

This chapter incorporates special topic regulations that either are not limited to a particular district or area (i.e. wireless communications) or that are very detailed and warrant their own section out of the structure of other uses and standards (i.e. marijuana uses). Changes to the organization, language and format were made to match the overall development code structure and format. A 50-foot setback from plugged and abandoned wells has been added to the Oil & Gas section. There are no notable changes to this chapter.

Chapter 11 Supplemental Standards

24-1101	Wireless Communication Facilities
24-1102	Oil & Gas
24-1103	Adult Uses
24-1104	Marijuana Uses

A draft of Chapter 11 has been included with this memo.

Chapter 12 – *Reserved for Metropolitan Districts*

Staff has provided a section map for each of the chapters (Attachments B, D, F, H, and J) which outline the various sections in the Title 18 (recodified as Title 24) compiled to create Chapters 7-12.

NOTICE AND COMMENTS:

Notice has been published in the Greeley Tribune on May 28, 2021, pursuant to the City's notification requirements for revisions to the Development Code.

The drafts of Chapters 7-12 were posted on the City's website and referrals were sent to neighboring jurisdictions. No comments were received.

PLANNING STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDED MOTION:

Based on the project summary and attached drafts of Chapters 7-12, the Planning Commission finds that the proposed revisions to Chapters 7-12 are consistent with the City's Comprehensive Plan and are necessary and appropriate in meeting the intent of the Comprehensive Plan and to clarify administration of the Development Code. Planning Commission recommends that the City Council adopt Chapters 7-12 of Title 24 as shown in Attachments A, C, E, G, I, and K.

ATTACHMENTS:

- Attachment A – DRAFT – Chapter 7
- Attachment B – Section Map – Chapter 7
- Attachment C – DRAFT – Chapter 8
- Attachment D – Section Map – Chapter 8
- Attachment E – DRAFT – Chapter 9
- Attachment F – Section Map – Chapter 9
- Attachment G – DRAFT – Chapter 10
- Attachment H – Section Map – Chapter 10
- Attachment I – DRAFT – Chapter 11
- Attachment J – Section Map – Chapter 11
- Attachment K – DRAFT – Chapter 12

Council Agenda Summary

July 6, 2021

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

Brittany Hathaway, Planner III, 970-350-9823

Title:

Consideration of a resolution finding substantial compliance with state annexation laws for property known as The Cache Annexation located at 12351 County Road 62 and 12644 County Road 62 ¼, including an unaddressed parcel (no. 080736400039) located east of 95th Avenue and north of County Road 62. The subject site is comprised of 450.477 acres.

Summary:

The applicant is seeking to annex 450.477 acres of unincorporated property into the City of Greeley. This item confirms substantial compliance with the requirements of C.R.S. § 31-12-107 and allows for future scheduling of hearings.

The annexation request would be scheduled for hearings as follows:

Introduction of Ordinance (1st reading) - August 3, 2021

Public Hearing (final reading) - August 17, 2021

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	There would not be any initial fiscal impacts.
What is the annual impact?	Police, fire & other city services
What fund of the City will provide Funding?	General budgeted funds
What is the source of revenue within the fund?	Varies
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	Any potential development will be responsible for providing infrastructure through the city's growth-pays-for-growth requirements. A fiscal analysis for annexations will be provided as part of the staff report with the full hearing item.

Legal Issues:

Fulfills state requirements to allow a hearing.

Other Issues and Considerations:

None noted.

Strategic Work Program Item or Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

- 1) Adopt the 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 with Legal Description

Vicinity Map

Attorney's Office Determination of Substantial Compliance

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

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS THE CACHE ANNEXATION LOCATED AT 12351 COUNTY ROAD 62 AND 12644 COUNTY ROAD 62 1/4, INCLUDING AN UNADDRESSED PARCEL (No. 080736400039) LOCATED EAST OF 95TH AVENUE AND NORTH OF COUNTY ROAD 62. THE SUBJECT SITE IS COMPRISED OF 450.477 ACRES.

WHEREAS, The Cache, LLC, has submitted an annexation petition to the City of Greeley for annexation of property located generally between County Roads 25 and 27, and north and south of County Road 62, more particularly described in the attached Exhibit A; and

WHEREAS, the City of Greeley staff has found the annexation petition to be in substantial compliance with C.R.S. §§ 31-12-101, *et seq.*; and

WHEREAS, City staff desires that the City Council establish a date, time, and place to hold a hearing to determine if the proposed annexation complies with C.R.S. § 31-12-106, or such parts thereof, to establish eligibility for annexation to the City of Greeley; and

WHEREAS, the City Clerk shall deliver notice and publish the date, time, and place for said hearing.

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

1. The annexation petition is found to substantially comply with C.R.S. § 31-12-106.
2. The public hearing for consideration of the proposed annexation petition is hereby set for August 17, 2021, at the City Council Chambers, City Center - South, 1001 11th Avenue, Greeley, Colorado, during a regular City Council meeting beginning at 6:00 p.m.
3. The City Clerk is hereby authorized to publish and notify required parties pursuant to the procedures set forth in C.R.S. §31-12-108(2).
4. This resolution shall become effective immediately upon its passage.

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

ATTEST

CITY OF GREELEY, COLORADO

City Clerk

Mayor

EXHIBIT A

CACHE ANNEXATION LEGAL DESCRIPTION – PARCEL 1

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°02'18" WEST, A DISTANCE OF 620.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°57'42" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 111, 1985 RECORDED AT RECEPTION NO. 2038898 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY LINE OF SAID ORDINANCE NO. 111, SOUTH 89°57'26" WEST, A DISTANCE OF 55.42 FEET;

THENCE DEPARTING SAID NORTHERLY LINE ALONG THE WESTERLY EXTENSION AND WESTERLY LINE OF A 30' PIPELINE EASEMENT RECORDED AT RECEPTION NO. 4379092 IN SAID OFFICIAL RECORDS, NORTH 00°00'00" EAST, A DISTANCE OF 1,230.95 FEET TO THE SOUTHERLY LINE OF A SURFACE USE AGREEMENT AND GRANT OF EASEMENT AS RECORDED AT RECEPTION NO. 4243207 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°57'43" WEST, A DISTANCE OF 668.92 FEET TO THE WESTERLY LINE OF SAID SURFACE USE AGREEMENT AND GRANT OF EASEMENT;

THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY EXTENSION OF SAID WESTERLY LINE, NORTH 00°02'16" WEST, A DISTANCE OF 786.32 FEET TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°31'50" EAST, A DISTANCE OF 723.53 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 62, 2009 RECORDED AT RECEPTION NO. 3664883 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°02'18" EAST, A DISTANCE OF 1,722.71 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 61, 2009 RECORDED AT RECEPTION NO. 3664882 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°02'18" EAST, A DISTANCE OF 300.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 14.660 ACRES, (638,603 SQUARE FEET), MORE OR LESS.

CACHE ANNEXATION LEGAL DESCRIPTION – PARCEL 2

A PARCEL OF LAND BEING A PORTION OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 31, NORTH 86°35'07" EAST, A DISTANCE OF 30.05 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 37, 1998 RECORDED AT RECEPTION NO. 2632180 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE ALONG SAID EASTERLY LINE, NORTH 00°02'18" WEST, A DISTANCE OF 618.23 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 61, 2009 RECORDED AT RECEPTION NO. 3664882 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°02'18" WEST, A DISTANCE OF 743.30 FEET TO THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 62, 2009 RECORDED AT RECEPTION NO. 3664883 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID ORDINANCE NO. 62 THE FOLLOWING THREE (3) COURSES:

1. NORTH 86°20'20" EAST, A DISTANCE OF 10.02 FEET;
2. NORTH 00°02'18" WEST, A DISTANCE OF 1,281.43 FEET;
3. NORTH 00°01'16" WEST, A DISTANCE OF 343.96 FEET TO THE NORTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN A QUIT-CLAIM DEED RECORDED AT RECEPTION NO. 4520928 IN SAID OFFICIAL RECORDS, SAID PARCEL BEING DESCRIBED AS PARCEL 1;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 THE FOLLOWING NINE (9) COURSES:

1. NORTH 70°18'38" EAST, A DISTANCE OF 201.73 FEET;
2. NORTH 45°48'38" EAST, A DISTANCE OF 299.16 FEET;
3. NORTH 32°28'38" EAST, A DISTANCE OF 186.21 FEET;
4. NORTH 05°56'38" EAST, A DISTANCE OF 127.20 FEET;
5. NORTH 29°30'22" WEST, A DISTANCE OF 274.74 FEET;
6. NORTH 07°48'38" EAST, A DISTANCE OF 430.43 FEET;
7. NORTH 69°16'38" EAST, A DISTANCE OF 470.11 FEET;
8. NORTH 79°26'38" EAST, A DISTANCE OF 413.13 FEET;
9. SOUTH 58°27'22" EAST, A DISTANCE OF 283.30 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN SAID QUIT-CLAIM DEED, SAID PARCEL BEING DESCRIBED AS PARCEL 2;

THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINE OF SAID PARCEL 2 THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 00°19'58" EAST, A DISTANCE OF 165.15 FEET;
2. SOUTH 82°35'28" EAST, A DISTANCE OF 104.13 FEET;
3. SOUTH 61°48'33" EAST, A DISTANCE OF 101.22 FEET;
4. SOUTH 40°28'35" EAST, A DISTANCE OF 79.87 FEET;
5. SOUTH 76°12'32" EAST, A DISTANCE OF 85.48 FEET;
6. SOUTH 16°50'06" EAST, A DISTANCE OF 128.70 FEET;
7. SOUTH 36°53'24" EAST, A DISTANCE OF 88.05 FEET;
8. SOUTH 03°24'45" WEST, A DISTANCE OF 50.90 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG THE NORTHERLY AND EASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING THIRTY-TWO (32) COURSES:

1. SOUTH 03°24'45" WEST, A DISTANCE OF 27.38 FEET;
2. SOUTH 39°46'00" EAST, A DISTANCE OF 104.17 FEET;
3. SOUTH 61°49'26" EAST, A DISTANCE OF 124.07 FEET;
4. SOUTH 72°00'51" EAST, A DISTANCE OF 75.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET;
5. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°54'57", AN ARC LENGTH OF 151.62 FEET;
6. NORTH 50°04'19" EAST, A DISTANCE OF 180.61 FEET;
7. NORTH 27°42'52" EAST, A DISTANCE OF 49.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 112.19 FEET;
8. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°03'00", AN ARC LENGTH OF 51.01 FEET;
9. NORTH 86°27'39" EAST, A DISTANCE OF 155.03 FEET;
10. SOUTH 81°22'32" EAST, A DISTANCE OF 92.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 260.00 FEET;
11. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°08'06", AN ARC LENGTH OF 132.21 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 95.00 FEET;
12. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°59'32",

AN ARC LENGTH OF 185.69 FEET;

13. SOUTH 60°51'04" EAST, A DISTANCE OF 30.12 FEET;
14. SOUTH 60°51'04" EAST, A DISTANCE OF 60.22 FEET;
15. SOUTH 68°16'19" EAST, A DISTANCE OF 118.31 FEET;
16. SOUTH 74°43'21" EAST, A DISTANCE OF 92.91 FEET;
17. NORTH 88°41'38" EAST, A DISTANCE OF 168.06 FEET;
18. NORTH 70°17'04" EAST, A DISTANCE OF 71.37 FEET;
19. NORTH 48°36'01" EAST, A DISTANCE OF 126.79 FEET;
20. NORTH 51°24'39" EAST, A DISTANCE OF 71.18 FEET;
21. NORTH 74°53'00" EAST, A DISTANCE OF 38.23 FEET;
22. SOUTH 89°05'48" EAST, A DISTANCE OF 48.33 FEET;
23. SOUTH 67°59'05" EAST, A DISTANCE OF 177.11 FEET;
24. SOUTH 09°34'57" EAST, A DISTANCE OF 83.39 FEET;
25. SOUTH 39°05'54" EAST, A DISTANCE OF 116.76 FEET;
26. SOUTH 66°12'14" EAST, A DISTANCE OF 67.55 FEET;
27. SOUTH 71°24'46" EAST, A DISTANCE OF 136.08 FEET;
28. SOUTH 77°45'48" EAST, A DISTANCE OF 82.56 FEET;
29. SOUTH 83°44'18" EAST, A DISTANCE OF 57.83 FEET;
30. NORTH 88°46'31" EAST, A DISTANCE OF 41.84 FEET;
31. SOUTH 76°31'34" EAST, A DISTANCE OF 21.07 FEET;
32. SOUTH 00°28'36" WEST, A DISTANCE OF 68.60 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 54, 2001 RECORDED AT RECEPTION NO. 2881612 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID ORDINANCE 54, 2001 THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 00°28'36" WEST, A DISTANCE OF 772.99 FEET;
2. SOUTH 00°28'20" WEST, A DISTANCE OF 1325.91 FEET;
3. SOUTH 00°28'24" WEST, A DISTANCE OF 30.07 FEET;

4. NORTH 86°32'42" EAST, A DISTANCE OF 177.28 FEET TO THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 53, 2001 RECORDED AT RECEPTION NO. 2881611 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID ORDINANCE 53, NORTH 86°32'41" EAST, A DISTANCE OF 1,215.16 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 7, 1996 RECORDED AT RECEPTION NO. 2491897 IN SAID OFFICIAL RECORDS;

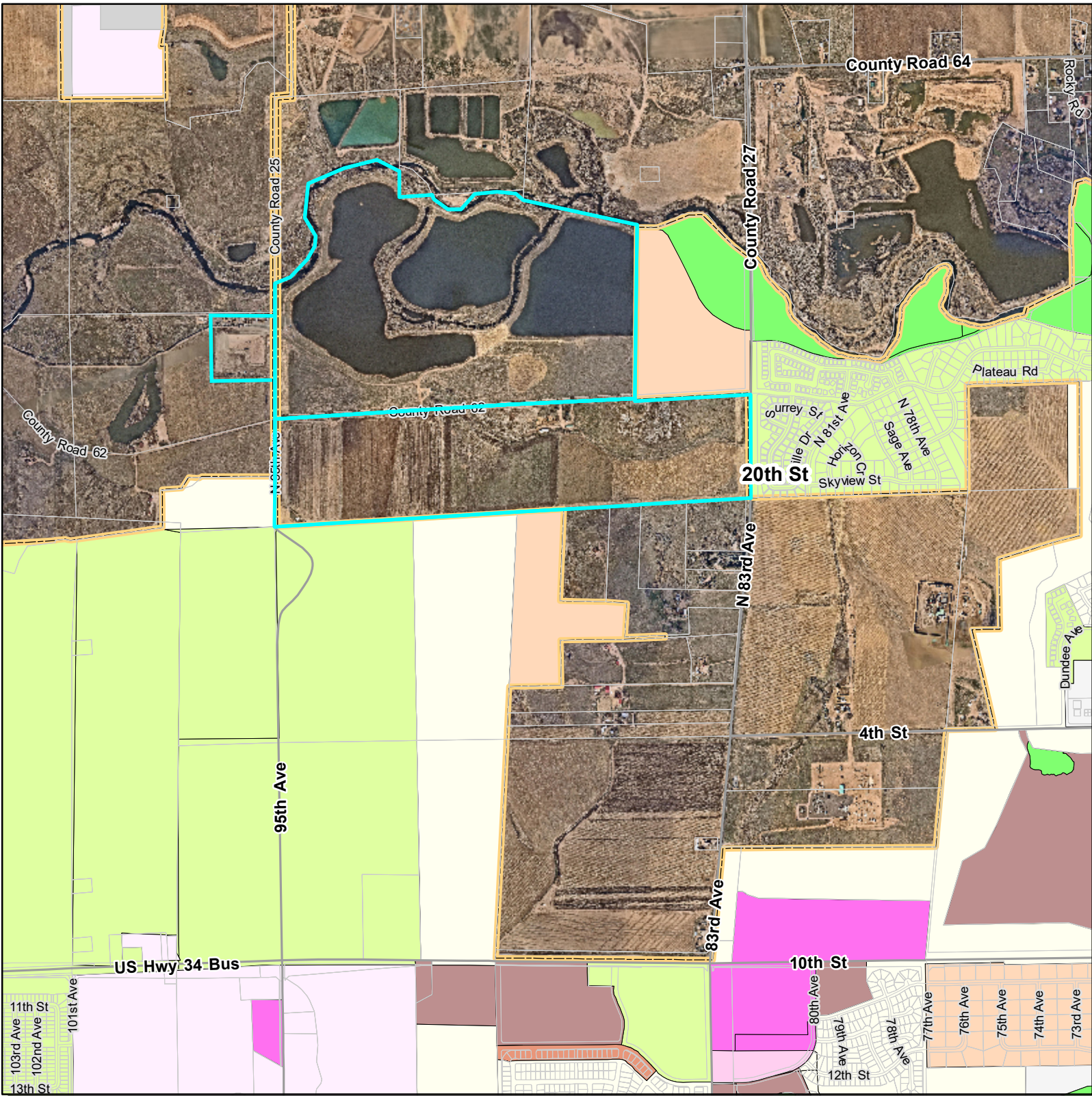
THENCE ALONG SAID WESTERLY LINE, SOUTH 00°39'36" EAST, A DISTANCE OF 1,295.20 FEET TO THE SOUTH LINE OF SAID SECTION 31;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 86°36'36" WEST, A DISTANCE OF 2866.81 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31;
2. SOUTH 86°35'07" WEST, A DISTANCE OF 2,961.74 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 435.817 ACRES, (18,984,170 SQUARE FEET), MORE OR LESS.

Vicinity Map The Cache Annexation



ANX2020-0002



CITY ATTORNEY'S OFFICE MEMORANDUM

To: Brittany Hathaway, Planner III
From: Michael J. Axelrad, Senior Assistant City Attorney
Subject: The Cache Annexation
Date: June 24, 2021

This office has reviewed the Petition for The Cache Annexation into the City of Greeley and finds that the Petition for Annexation is in substantial compliance with the requirements of C.R.S. § 31-12-107. Additionally, this office has reviewed the Petition for compliance with annexation requirements contained in C.R.S. §§ 31-12-104 and 31-12-105, and finds that the Petition meets the legal requirements of those sections.

Please prepare the Resolution (a draft is attached) and schedule this matter for hearing in accordance with C.R.S. §31-12-108.

Attachment

Council Agenda Summary

Title

Pulled Consent Agenda Items

Council Agenda Summary

July 6, 2021

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

Title:

Public hearing and final reading of an ordinance authorizing the sale of city-owned property located in Section 22, Township 8 North, Range 65 West Of The 6th P.M., Weld County, Colorado, containing 282.00 acres of land, more or less, commonly referred to as the Hasbrouck Farm and city-owned property located in Section 28, Township 8 North, Range 65 West Of The 6th P.M., Weld County, Colorado, containing 156 acres of land, more or less, commonly referred to as the Varra Farm.

Summary:

The proposed farm dispositions were negotiated as part of a large water rights acquisition in order to reduce Water Enterprise capital outlay. In 2016, the City of Greeley purchased: 1) a 282-acre farm in Weld County (known as the "Hasbrouck Farm") along with 2.25 shares of the stock in the Water Supply and Storage Company ("WSSC"); and 2) a 156-acre farm in Weld County (known as the "Varra Farm") along with 2 shares of stock in WSSC. In March 2021, city staff negotiated terms with Longs Peak Dairy to purchase 5 1/6 shares of WSSC stock for \$12.9 million. As part of compensation, Longs Peak Dairy agreed to purchase the Hasbrouck and Varra farms (land only) for \$2 million, reducing the cash compensation of the WSSC purchase to \$10.9M. As part of the sale of the farms, Greeley would enter into a 10-year primary leaseback of the WSSC Water Rights, which may be extended for up to 5, 1-year terms to the buyer for continued irrigation on the Hasbrouck and Varra Farms. Continued irrigation of the farms through leasebacks benefits the city by offsetting assessments paid on WSSC stock and contributing to the historical consumptive use of the shares, which is an important consideration for future city change of use cases.

On May 19, 2021, the Greeley Water and Sewer Board approved the purchase and sale agreement with Longs Peak Dairy for the purchase of the WSSC stock. In doing so, the Board recommended that City Council authorize the disposition of the Hasbrouck and Varra farms.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$2,000,000 credit towards a water purchase
What is the annual impact?	None
What fund of the City will provide Funding?	423 – Water Acquisition Fund
What is the source of revenue within the fund?	Cash-in-Lieu, Bonds
Is there grant funding for this item?	No
If yes, does this grant require a match?	N/A

Is this grant onetime or ongoing?	N/A
Additional Comments:	The \$2 million value for the Hasbrouck and Varra Farms was used to reduce the cash outlay Greeley paid for the purchase of 5 and 1/6 shares of WSSC.

Legal Issues:

Pursuant to 17-4(c) of the City Charter, City Council must approve the sale or exchange of land authorized by the Water and Sewer Board. The City Council has the authority, by ordinance, to approve the sale of real property that is not being used for governmental purpose.

Other Issues and Considerations:

None

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

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

Attachments:

Ordinance
Purchase and Sale Agreement
Presentation

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

AN ORDINANCE AUTHORIZING THE SALE OF CITY-OWNED PROPERTY LOCATED IN SECTION 22, TOWNSHIP 8 NORTH, RANGE 65 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, CONTAINING 282.00 ACRES OF LAND, MORE OR LESS, COMMONLY REFERRED TO AS THE HASBROUCK FARM AND CITY-OWNED PROPERTY LOCATED IN SECTION 28, TOWNSHIP 8 NORTH, RANGE 65 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, CONTAINING 156 ACRES OF LAND, MORE OR LESS, COMMONLY REFERRED TO AS THE VARRA FARM.

WHEREAS, in 2016, the City of Greeley ("City"), acting by and through its Water and Sewer Board ("Board"), purchased three parcels of land located in Section 22, Township 8 North, Range 65 West, 6th P.M., Weld County, Colorado, commonly referred to as the Hasbrouck Farm, along with two and one-quarter shares of the stock in the Water Supply and Storage Company ("WSSC"). That same year, the Board authorized and the City purchased another parcel of land located in Section 28, Township 8 North, Range 65 West, 6th P.M., Weld County, Colorado, commonly referred to as the Varra Farm, along with two shares of the stock in WSSC (collectively, the "Farms"); and

WHEREAS, since 2016, the City has leased the Farms, along with the respective water rights, to tenant farmers in order to sustain the beneficial use of the water rights on the historically irrigated land; and

WHEREAS, Water and Sewer Department staff ("W&S Staff") negotiated the purchase and sale of five and one-sixth shares of WSSC (among other terms and conditions), in exchange for the payment of ten million five hundred thousand dollars and the Farms (but not the associated WSSC shares); and

WHEREAS, on May 19, 2021, W&S Staff presented the terms of the purchase and sale to the Board. The Board subsequently approved the associated Purchase and Sale Agreement ("Agreement"), by and between Longs Peak Dairy, a Colorado limited liability company and the City, acting by and through its water enterprise, and recommended that City Council authorize the conveyance of the Farms (but not the associated WSSC Shares) as contemplated within the Agreement; and

WHEREAS, pursuant to 17-4(c) of the City Charter, City Council must approve the sale or exchange of any land authorized by the Water and Sewer Board; and

WHEREAS, pursuant to C.R.S. §31-15-713(b), City Council has the authority, by ordinance, to approve the sale of real property that is not being used for a governmental purpose.

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

Section 1. That the Farms are not being held or used for a governmental purpose, are surplus property, and are unnecessary to retain for any governmental or non-governmental purpose.

Section 2. That the sale of the Farms is approved, in accordance with the terms and conditions of the Agreement, attached hereto as Exhibit A.

Section 3. That the Director of Water and Sewer, or his designee, is authorized to enter into minor amendments to the Agreement, including but not limited to the deadline extensions, and to execute all documents necessary to close on the Agreement.

Section 4. That, upon the satisfaction of all terms under the Agreement and any amendments thereto, the Mayor is authorized to execute the deeds and any other document necessary to convey the Farms.

Section 5. This ordinance shall take effect five days after its final publication as provided by the Greeley City Charter.

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

ATTEST

THE CITY OF GREELEY

City Clerk

Mayor

EXHIBIT A

PURCHASE AND SALE AGREEMENT (Longs Peak Dairy, LLC)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date (as defined in Section 1.15 below) by and between LONGS PEAK DAIRY, LLC (“Seller”), and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, acting by and through its WATER ENTERPRISE (“Greeley”) (Seller and Greeley each being a “Party” and collectively the “Parties”).

RECITALS

A. Seller owns real property located in Weld County, Colorado, commonly referred to as the “Owl Creek Farm”, legally described on Exhibit “A” attached hereto and incorporated herein by reference (the “Historic Property”).

B. Seller is the owner of water and water rights represented by five and one-sixth (5-1/6) shares of stock in The Water Supply and Storage Company (the “Ditch Company”), evidenced by (i) Stock Certificate No. 6576 (for two (2) shares), (ii) Stock Certificate No. 6581 (for one-half (1/2) of a share), (iii) Stock Certificate No. 6603 (for five-twelfths (5/12) of a share), (vi) Stock Certificate No. 6614 (for two (2) shares), and (v) Stock Certificate No. 6617 (for one-fourth (1/4) of a share), issued in the name of Seller, depicted on Exhibit “B”, attached hereto and incorporated herein by reference (collectively, the “Ditch Company Certificates”), which have historically been delivered through the Larimer County Ditch.

C. Seller is also the owner of certain stock certificates evidencing an interest in certain lateral ditch companies, which have been used to convey the Water Rights to the Historic Property. The stock certificates include five and one-sixth (5-1/6) shares of stock in The Collins Ditch Company (“Collins”), evidenced by Stock Certificate No. 844 (for five and one-sixth (5-1/6) shares of the total represented six (6) shares); and five and one-sixth (5-1/6) shares of stock in The Lone Tree Lateral Company (“Lone Tree”), evidenced by Stock Certificate No. 230 (for five and one-sixth (5-1/6) shares of the total represented six (6) shares), issued in the name of Seller, depicted on Exhibit “C”, attached hereto and incorporated herein by reference (collectively, the “Lateral Certificates”).

D. To the best of the Parties’ knowledge and belief, the Ditch Company Certificates and the Lateral Certificates represent ownership of and the right to divert, deliver, and use water under and a proportional interest in the water rights described on Exhibit “D” (the “Water Rights”).

E. Seller is also the owner of water and water rights represented by seven (7) shares of stock in the Ditch Company, evidenced by Stock Certificate No. 6473 (for four (4) shares), Stock Certificate No. 6588 (for one and one-fourth (1-1/4) shares), Stock Certificate No. 6589 (for one-fourth (1/4) share), and Stock Certificate No. 6611 (for one and one-half (1-1/2) shares); eleven (11) shares of stock in The Peirce Lateral Company, evidenced by Stock Certificate No. 606 (for six (6) shares), Stock Certificate No. 628 (for three (3) shares), and Stock Certificate No. 631 (for two (2) shares); three and five-sixths (3-5/6) shares of stock in the Collins,

evidenced by Stock Certificate No. 851 (for (2) shares), and Stock Certificate No. 863 (for one (1) share), together with the balance of Stock Certificate No. 844 (for five-sixth (5/6) of a share); one and five-sixths (1-5/6) shares of stock in the Lone Tree, evidenced by Stock Certificate No. 255 (for one (1) share), together with the balance of Stock Certificate No. 230 (for five-sixth (5/6) of a share); and one and one-half (1-1/2) shares of stock in the Cross Cut Ditch Company (“Cross Cut”), evidenced by Stock Certificate No. 110, all of which have been issued in the name of Seller, depicted on Exhibit “E”, attached hereto and incorporated herein by reference (the “ROFR Certificates”), which have also historically been delivered through the Larimer County Ditch.

F. To the best of the Parties’ knowledge and belief, the ROFR Certificates represent ownership of and the right to divert and use water under and a proportional interest in the water rights described on Exhibit “D” (the “ROFR Water Rights”).

G. Greeley owns real property located in Weld County, Colorado, commonly referred to as the “Varra Farm” and the “Hasbrouck Farm”, legally described on Exhibit “F-1” and “F-2” respectively, attached hereto and incorporated herein by reference (collectively, the “Land”).

H. Seller desires to sell, and Greeley desires to purchase, the Property (defined below) and, as part of the consideration for the Property, Greeley desires to convey, and Seller desires to accept, the Land.

I. The Parties also desire to enter into an agreement at Closing (defined below) that will grant Greeley a right of first refusal to purchase the ROFR Water Rights and Seller a right of first refusal to buy back a portion of the Water Rights represented by Stock Certificate No. 844 (i.e., five and one-six (5-1/6) shares) conveyed to Greeley at Closing (the “ROFR Agreement”), in the form attached hereto as Exhibit “G”.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, Seller and Greeley hereby agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

In addition to words and terms elsewhere defined in this Agreement, including the recitals hereto, the following words and terms used in this Agreement shall have the following meanings:

1.1 “*Agreement*” means this purchase and sale agreement.

1.2 “*Ancillary Interests*” means all right, title and interest of Greeley, without warranty of any type, in and to: (i) all governmental permits, licenses, certificates and authorizations relating to the construction, development, use or operation of the Land; (ii) any and all other rights, privileges and appurtenances owned by Greeley, which relate to or are used

in connection with the Land to the extent that they are assignable; and (iii) the Transferable Water Rights (defined below).

1.3 “*Augmentation Plans*” mean those augmentation plans known as Lonetree Members Accretion Company augmentation plan, decreed on January 14, 2009, in Case No. 2003CW0089, and the Cache la Poudre Augmentation Plan, decreed on February 10, 1975, in Case No. W-7921 (75).

1.4 “*Board*” means the Greeley Water and Sewer Board.

1.5 “*Closing*” means the closing of this transaction.

1.6 “*Closing Date*” means the date of the Closing.

1.7 “*Council*” means the Greeley City Council.

1.8 “*Covenants*” means the Restrictive Covenants-No Irrigation and Revegetation, in the form of Exhibits “H-1”, “H-2”, and “H-3” attached hereto and incorporated herein.

1.9 “*Deposit*” has the meaning given in Section 3.2.

1.10 “*Diligence*” has the meaning given in Section 5.1.D.

1.11 “*Ditch Company*” means The Water Supply and Storage Company.

1.12 “*Ditch Company Certificates*” has the meaning given in Recital B.

1.13 “*Double J Lease*” has the meaning given in Section 4.6.D.

1.14 “*Dry-up Area*” has the meaning given in Section 4.5.

1.15 “*Effective Date*” means the date upon which the last party hereunder signs this Agreement in accordance with Sections 13.16 and 13.17 below.

1.16 “*Excluded Water Rights*” means the water and water rights represented by four and one-fourth (4-1/4) shares of stock in the Ditch Company, represented by Stock Certificate No. 6698 and Stock Certificate No. 6721; four (4) shares of stock in the Collins, represented by Stock Certificate No. 855 and Stock Certificate No. 858; and five (5) shares of Lone Tree represented by Stock Certificate No. 251 and Stock Certificate No. 252, all of which have been issued to Greeley.

1.17 “*Governing Body Approvals*” has the meaning given in Section 6.1.

1.18 “*Governmental Approval Period*” has the meaning given in Section 6.1.A.

1.19 “*Greeley’s Off-Record Documents*” has the meaning given in Section 4.4.B.

1.20 “*Greeley’s Title Documents*” has the meaning given in Section 4.4.A.

1.21 “*Historic Property*” means the real property defined under Recital A above.

1.22 “*Improvements*” means all existing improvements, structures, pipes and fixtures placed, constructed, installed or located on the Land; all fences, gates, plants, trees, landscaping and other appurtenances, if any, upon, over or under the Land; and all furniture, furnishings, appliances, equipment, machinery and other items of personal property, including irrigation sprinklers systems and all associated pumps, motors, pipes, and fuel injection systems, if any, upon, over or under the Land.

1.23 “*Inspections*” has the meaning given in Section 5.1.A.

1.24 “*Inspection Period*” has the meaning given in Section 5.1.A.

1.25 “*JV Farms Lease*” has the meaning given in Section 4.6.C.

1.26 “*Land*” means the real property defined under Recital H above, which will be conveyed to Seller along with the Improvements and the Ancillary Interests.

1.27 “*Lateral Certificates*” has the meaning given in Recital C.

1.28 “*Material Part*” means a portion of the Property that would have a material adverse effect on Greeley’s use of the Property as determined by Greeley in its good faith judgment.

1.29 “*Seller’s Off-Record Documents*” has the meaning given in Section 4.1.C.

1.30 “*Permitted Exceptions*” has the meaning given in Section 4.6.

1.31 “*Property*” means (i) the Water Rights and (ii) the Covenants.

1.32 “*Purchase Price*” has the meaning given in Section 3.1.

1.33 “*Specified Sum*” has the meaning given in Section 9.4.

1.34 “*ROFR Agreement*” has the meaning given in Recital J above.

1.35 “*ROFR Certificates*” has the meaning given in Recital F above.

1.36 “*ROFR Water Rights*” has the meaning given in Recital G above.

1.37 “*Title Commitment*” means a commitment for an owner’s policy of title insurance, whether for the Historic Property Title Commitment or the Land Title Commitment.

1.38 “*Title Company*” means Land Title Guaranty.

1.39 “*Transferable Water Rights*” all right, title and interest of Greeley, without warranty of any type, to all water and water rights, wells and well permits and rights, ditches and ditch rights, reservoirs and reservoir rights appurtenant to the Land, whether tributary, nontributary or not nontributary, including, but not limited to, any domestic and/or irrigation

wells and well permits located on or associated with or appurtenant to the Land; EXCEPT FOR THE EXCLUDED WATER RIGHTS. SELLER WILL ACCEPT ALL WELLS ASSOCIATED WITH THE LAND "AS-IS" IN ALL RESPECTS. The Transferable Water Rights include certain wells that are subject to the Augmentation Plans, the rights and obligations to which Greeley will assign, and Seller will assume, at Closing.

1.40 “*Seller’s Title Documents*” has the meaning given in Section 4.1.A.

1.41 “*Water Rights*” has the meaning given in Recital E above.

1.42 “*Water Leases*” means those Irrigation Water Lease Agreements in the form of Exhibits “I-1”, “I-2”, and “I-3” attached hereto and incorporated herein.

ARTICLE 2

SALE OF PROPERTY, CONVEYANCE OF THE LAND, AND AGREEMENTS

2.1 Property. Seller agrees to sell, and Greeley agrees to buy, on the terms and conditions set forth in this Agreement, the Property.

A. Exclusions. There are no exclusions from the Property.

2.2 Land. Greeley agrees to convey, and Seller agrees to accept, on the terms and conditions set forth in this Agreement, the Land.

A. Inclusions. The Improvements and the Ancillary Interests.

B. Exclusions. The Excluded Water Rights.

2.3 Water Lease. Greeley and Seller agrees to enter into the Water Leases at Closing, subject to the terms and conditions set forth in this Agreement.

2.4 ROFR Agreement. Greeley and Seller agrees to enter into the ROFR Agreement at Closing, subject to the terms and conditions set forth in this Agreement.

ARTICLE 3

PURCHASE PRICE

3.1 Purchase Price. Total consideration for the Property and the ROFR Agreement shall be (i) ten million, nine hundred thousand dollars (\$10,900,000.00) (“Purchase Price”); (ii) conveyance of the Land to Seller; and (iii) the Water Leases.

3.2 Deposit and Release of Deposit. Within fourteen (14) days following the Effective Date of this Agreement, Greeley shall transfer and deposit with the Title Company one hundred thousand dollars (\$100,000.00) (“Deposit”). The Deposit shall be fully refundable to Greeley at any time prior to the expiration of the Inspection Period (defined below) if Greeley is not satisfied with the Property and shall be subject to return to Greeley either prior to or after the expiration of the Inspection Period upon termination of this Agreement pursuant to Section 5.2,

Section 6.1, Section 9.3 and 10 below. The Deposit shall be deducted from the Purchase Price at Closing as provided in Section 3.3 below.

3.3 Closing. The Purchase Price (i) minus the Deposit; (ii) plus any other amounts required to be paid by Greeley at Closing; and (iii) plus or minus any prorations or credits, shall be paid at Closing by cashier's check, wire transfer or other immediately available funds.

ARTICLE 4 TITLE

4.1 Within fourteen (14) days after the Effective Date of this Agreement, Seller shall provide the following to Greeley for review:

A. A commitment for an owner's policy of title insurance ("Historic Property Title Commitment") issued by the Title Company covering the Historic Property in the amount of the Purchase Price, with such Historic Property Title Commitment setting forth the status of title to the Historic Property and showing the Title Company's search results for all recorded liens, claims, encumbrances, easements, rights of way, encroachments, reservations, restrictions and other matters of record affecting title to the Historic Property (the copies of all recorded documents in the Historic Property Title Commitment are collectively referred to as "Seller's Title Documents").

B. A fully executed historical consumptive use affidavit and questionnaire describing the historical use of (i) the Water Rights, in the form of Exhibit "J-1" attached hereto and incorporated herein, and (ii) the ROFR Water Rights, in the form of Exhibit "J-2" attached hereto and incorporated herein.

C. To the extent the same exist, true and correct copies of all Company documents related to the Water Rights and the ROFR Water Rights, including but not limited to, the delivery records and share trace. Seller agrees that Company documents, including but not limited to the share trace, are a necessary component of Greeley's inspection activities. Seller shall request such documents as soon as is reasonably possible after the Effective Date of this Agreement. The Parties acknowledge that these documents may not be available within fourteen days of the Effective Date of this Agreement. If the Company provides such documents less than seven (7) days before the end of the Inspection Period (defined below), then the Inspection Period shall be automatically extended for an additional fourteen (14) days.

D. To the extent the same exist, true and correct copies of all: (i) documents that relate to the title, use, quantity, quality and condition of the Water Rights and the ROFR Water Rights, including, but not limited to, any deeds or other conveyances, assignments, permits, adjudications or court orders, any testing reports, and any records maintained by Seller; (ii) contracts or other agreements relating to the development, operation, maintenance or leasing or otherwise affecting the Water Rights and the ROFR Water Rights and/or Historic Property; and (iii) any engineering, investigation or inspection document or reports related to the Water Rights and the ROFR Water Rights and/or Historic Property, (collectively referred to as "Seller's Off-Record Documents").

4.2 Condition and Vesting of Title to the Water Rights; Conveyance. At Closing, Seller shall convey the Water Rights to Greeley by special warranty deed, in the form attached as Exhibit “K” free and clear of all liens and encumbrances.

4.3 Title Insurance for the Water Rights. The purpose of the Historic Property Title Commitment is to enable Greeley to conduct the title review described in Article 5 below, and said Historic Property Title Commitment shall be updated as necessary up to the Closing; however, neither Seller nor Greeley shall have any obligation under this Agreement to purchase a title insurance policy after Closing. Greeley may elect to acquire this insurance (limited to the Covenants attached hereto as Exhibits H-1, H-2, and H-3) at its expense.

4.4 Within fourteen (14) days after the Effective Date of this Agreement, Greeley shall provide the following to Seller for review:

A. A commitment for an owner’s policy of title insurance (“Land Title Commitment”) issued by the Title Company covering the Land in the amount of two million dollars (\$2,000,000.00), with such Land Title Commitment setting forth the status of title to the Land and showing the Title Company’s search results for all recorded liens, claims, encumbrances, easements, rights of way, encroachments, reservations, restrictions and other matters of record affecting title to the Land (the copies of all recorded documents in the Land Title Commitment are collectively referred to as “Greeley’s Title Documents”).

B. To the extent the same exist, true and correct copies of all: (i) governmental permits, licenses, certificates and authorizations relating to the construction, development, use or operation of the Land; (ii) well permits relating to the exposure of groundwater to evaporation and/or consumption, together with any "substitute water supply plans" describing methods used to replace evaporative and consumptive groundwater losses; (iii) copies of all contracts or other agreements relating to the operation, maintenance or leasing of the Land or any portion thereof; and (iv) any other agreements affecting the Land which are not included in the Title Documents provided by the Title Company (collectively referred to as “Greeley’s Off-Record Documents”).

4.5 Survey of Historic Property. Prior to the expiration of the Inspection Period, Greeley shall have prepared a survey of the Historic Property, depicting that area which shall be subject to the Covenants (“Dry-up Area”). The Dry-up Area shall include sufficient acreage historically irrigated by the Water Rights to enable Greeley to obtain judicial approval of a change of use of the Water Rights and to obtain full credit for the historical consumptive use of the Water Rights when the Historic Property is subject to the Covenants. Upon completion of the survey, this Agreement will be deemed amended to incorporate the legal description and depiction of the Dry-up Area on Exhibit H-1 and the Parties will enter into an amendment to document the same.

4.6 Condition and Vesting of Title to the Land; Conveyance. At Closing, Greeley agrees to convey, and Seller agrees to accept, title to the Land free and clear of all liens and encumbrances subject to the following (“Permitted Exceptions”) and to convey the same by special warranty deed, in the form attached as Exhibits “L-1” and “L-2”.

A. All covenants, easements, agreements, restrictions and other recorded documents set forth in the Land Title Commitment, except for mortgages, mechanic's liens and other financial encumbrances which shall be discharged by Greeley at Closing

B. Any matters created by or through Seller.

C. Existing written Farm Lease, dated December 13, 2016, by and between JV Farms, Inc. and Greeley, previously provided to Seller on or about March 3, 2021 ("JV Farms Lease").

D. Existing written Farm Lease, dated June 9, 2016, by and between Double J Farms & Feeding, Inc. and Greeley, previously provided to Seller on or about March 3, 2021 ("Double J Lease").

4.7 Disapproved Title Matters. Except for Permitted Exceptions, Seller may disapprove of title exceptions ("Disapproved Matter") by delivering written notice of objection to Greeley either (i) prior to the expiration of the Inspection Period or (ii) if notice of such title exception is delivered after the expiration of the Inspection Period but prior to the Closing Date, then within ten days (10) days after receiving such notice from Greeley or the Title Company. Any Disapproved Matter not objected to in writing prior to the expiration of the Inspection Period or within such ten (10) day period shall be deemed an additional Permitted Exception. Greeley may elect (but shall not be obligated) to cure any Disapproved Matter by (i) removing or causing the Disapproved Matter to be removed or resolved at Greeley's expense; (ii) by obtaining title insurance insuring against the effect of the Disapproved Matter; or (iii) by any other means acceptable to Seller (each a "Cure"). Within ten (10) days after Greeley's receipt of Seller's notice of a Disapproved Matter, Greeley shall notify Seller in writing whether Greeley elects to Cure such Disapproved Matter and, if it elects to do so, the method or means of the Cure. If Greeley elects, but fails or is unable to Cure a Disapproved Matter prior to the Closing Date, then Seller may, on the date of Closing, deliver written notice to Greeley that it objects to the Land in accordance with the terms and conditions of Section 6.1.C. If Greeley elects not to Cure one (1) or more Disapproved Matter, then within (i) ten (10) days after Seller's receipt of Greeley's written notice regarding such election, or (ii) on the Closing Date, whichever occurs first in time, Seller may deliver written notice to Greeley that it objects to the Land in accordance with the terms and conditions of Section 6.1.C. If Seller does not exercise its rights pursuant to this Section 4.7, then Seller shall be deemed to have accepted any outstanding Disapproved Matters and the Parties shall proceed to Closing, subject to the provisions of this Agreement, without any change to the Purchase Price or other remedy.

4.8 Title Insurance for the Land. The Title Company shall commit at Closing that, as soon as reasonably practical after the Closing, the Title Company shall issue to Seller an ALTA owner's form of title insurance policy, insuring that title to the Land is vested in Seller, subject to the Permitted Exceptions ("Title Policy").

ARTICLE 5

INSPECTION PERIOD

5.1 Inspections.

A. Inspection Period; Right to Inspect. During a period of time commencing upon the Effective Date and continuing until 4:00 p.m., Mountain Time, on the Sixty-third (63rd) day thereafter (“Inspection Period”), unless automatically extended in accordance with Section 4.1.C. above, Greeley and its authorized agents, representatives and consultants shall be entitled to: (i) enter upon the Historic Property (or any other property owned by Seller that is irrigated with the ROFR Water Rights) at all reasonable times, to perform such tests or inspections, as Greeley deems desirable, to allow Greeley to evaluate the Water Rights and the ROFR Water Rights and the condition and use of the Property; (ii) contact and interview the managers, members, employees and agents of Seller to assist Greeley in determining the historical use of the Water Rights and the ROFR Water Rights; (iii) contact the officers, directors, attorneys, and shareholders of the Company to inspect any Company records and/or determine under what conditions the Company will approve a change in the place of delivery or use, or the point of diversion, of the Water Rights and the ROFR Water Rights and other Company shares obtained or to be obtained by Greeley, pursuant to the bylaws of the Company or other applicable law (collectively referred to as “Inspections”). Seller agrees to cooperate with Greeley to facilitate such interviews and/or the signing of any affidavits of use of the Water Rights and the ROFR Water Rights by Seller or to facilitate such contact and/or request for information or determination by the Company. Greeley shall bear all costs of such Inspections. Seller agrees to reasonably cooperate with any such Inspections made by or at Greeley’s direction.

B. Conditions of Greeley’s Access. Greeley and its authorized agents, representatives and consultants (i) shall not unreasonably interfere with the operation and maintenance of the Historic Property (or any other property owned by Seller that is irrigated with the ROFR Water Rights); (ii) shall comply with all reasonable requirements imposed upon them in connection with such inspection by Seller; (iii) shall not injure or otherwise cause bodily harm to Seller, their agents, contractors or employees; (iv) shall promptly pay when due the costs of all Inspections done with regard to the Property; (v) shall not permit any liens to attach to the Historic Property (or any other property owned by Seller that is irrigated with the ROFR Water Rights) by reason of the exercise of its rights hereunder; and (vi) shall restore the Historic Property (or any other property owned by Seller that is irrigated with the ROFR Water Rights) as nearly as practicable to substantially the same condition in which the Historic Property was found before any such Inspections were undertaken. Notwithstanding anything in this Agreement to the contrary, Greeley shall not be permitted to perform any invasive tests on the Historic Property (or any other property owned by Seller that is irrigated with the ROFR Water Rights) without Seller’s prior written consent, which consent may be withheld in Seller’s sole discretion.

C. Seller’s Inspections and Conditions of Access. During the Inspection Period, and any extension thereof, Seller and its authorized agents, representatives and consultants shall be entitled to enter upon the Land at all reasonable times, to perform such tests or inspections, as Seller deems desirable, to allow Seller to evaluate the condition and use of the Land (collectively referred to as “Diligence”). Seller shall bear all costs of the Diligence. Greeley agrees to reasonably cooperate with any such Diligence made by or at Seller’s direction. Notwithstanding the foregoing, Seller acknowledges that the Land is currently subject to those leases described under Section 4.6 above. As such, Greeley agrees to assist Seller in obtaining access to the Land to conduct such Diligence subject to the terms of the applicable lease, and Seller agrees to abide by the same when accessing the Land.

D. Conditions of Seller's Access. Seller and its authorized agents, representatives and consultants (i) shall not unreasonably interfere with the operation and maintenance of the Land; (ii) shall comply with all reasonable requirements imposed upon them in connection with such Diligence by Greeley or Greeley's lessees; (iii) shall not injure or otherwise cause bodily harm to Greeley, their agents, contractors, employees or lessees; (iv) shall promptly pay when due the costs of all Diligence done with regard to the Land; (v) shall not permit any liens to attach to the Land by reason of the exercise of its rights hereunder; and (vi) shall restore the Land as nearly as practicable to substantially the same condition in which the Land was found before any such Diligence activities were undertaken. Notwithstanding anything in this Agreement to the contrary, Seller shall not be permitted to perform any invasive tests on the Land without Greeley's prior written consent, which consent may be withheld in Greeley's sole discretion.

5.2 Objections.

A. Greeley's Objections. If during the Inspection Period, Greeley shall, for any reason, in Greeley's sole discretion, judgment and opinion, disapprove or be dissatisfied with any aspect of the Property or its Inspections relating thereto, Greeley shall be entitled to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period, whereupon the Deposit shall be returned to Greeley and all provisions of this Agreement (with the exception of those obligations which by their nature are intended to survive the termination of this Agreement) shall terminate. If Greeley's written notice of termination is not delivered to Seller prior to the expiration of the Inspection Period, the Deposit shall not be refunded to Greeley if, for any reason other than as a result of a default by Seller or pursuant to Section 6.1, Section 9.3 or Article 10, the Closing of this transaction does not occur.

5.3 Seller's Objections. If during the Inspection Period, Seller shall, for any reason, in Seller's sole discretion, judgment and opinion, disapprove or be dissatisfied with any aspect of the Land or its Diligence relating thereto, Seller may deliver written notice to Greeley that it objects to the Land in accordance with the terms and conditions of Section 6.1.C. If Seller does not exercise its rights pursuant to this Section 5.3 prior to the expiration of the Inspection Period, then Seller shall be deemed to have accepted the Land and the Parties shall proceed to Closing, subject to the provisions of this Agreement, without any change to the Purchase Price or other remedy.

5.4 Deadlines. The table below contains a non-exclusive list of the dates and deadlines for this Agreement.

Section	Deadline	Date
§ 3.2	Deposit	Fourteen (14) days following the Effective Date
§ 4.1	Seller's Title Documents	Fourteen (14) days following the Effective Date
§ 4.1	Seller's Off-Record Documents	Fourteen (14) days following the Effective Date
§ 4.4	Greeley's Title Documents	Fourteen (14) days following the Effective Date
§ 4.4	Greeley's Off-Record Documents	Fourteen (14) days following the Effective Date
§ 5.1	Inspection Period	Sixty-three (63) days following the Effective Date

		unless automatically extended in accordance with Section 4.1.C.
§ 5.2	Objections	On or before the expiration of the Inspection Period
§ 6.1	Governing Body Approvals	Twenty-eight (28) days after the expiration of the Inspection Period
§ 6.2	Closing Date	Fourteen (14) days after the expiration of the Governmental Approval Period
§ 9.3.C.	Default Cure Period	Within seven (7) days of written notice of default from the other Party
§10	Condemnation	Within fourteen (14) days after written notice

ARTICLE 6

CLOSING

CLOSING CONTINGENCIES; CLOSING

6.1 Closing Contingencies. Sections 6.1.A and 6.1.B are collectively referred to as the “Governing Body Approvals.”

A. Governing Body Approval. Greeley’s obligation to close on the Property is contingent upon (i) the Board’s authorization to close on the Property within twenty-eight (28) days after the expiration of the Inspection Period (“Governmental Approval Period”) and (ii) the Council’s appropriation of funds for the Purchase Price on or before the expiration of the Governmental Approval Period. In the event that the Board has not authorized Closing on the Property or the Council fails to appropriate funds for the Purchase Price prior to the expiration of the Governmental Approval Period, then, in such event, upon Greeley’s written notice to Seller, this Agreement shall terminate, whereupon the Deposit shall be returned to Greeley and neither Party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

B. Authorization to Convey Land. Greeley’s obligation to convey title to the Land is subject to the Council’s authorization to convey the Land to Seller on or before the expiration of the Governmental Approval Period. In the event the Council does not authorize the conveyance, then, in such event, upon Greeley’s written notice to Seller, the Parties shall (i) amend this Agreement to exclude (x) conveyance of the Land (together with the Improvements and the Ancillary Interests) to Seller and (y) one (1) share of Ditch Company Stock, and the corresponding Lateral Right, from the description of the Water Rights and (ii) extend the Closing Date in order to accomplish the same. All other terms shall remain the same, including but not limited to the Purchase Price.

C. Acceptance of the Land. Seller’s obligation to accept title to the Land (together with the Improvements and the Ancillary Interests) is subject to Seller’s satisfaction of the Land as provided herein. In the event Seller exercises its right to object to the Land in accordance with Section 4.7 or Section 5.3, then, in such event, upon Seller’s written notice to Greeley, the Parties shall (i) amend this Agreement to exclude (x) conveyance of the Land (together with the Improvements and the Ancillary Interests) to Seller and (y) one (1) share of stock from Ditch Company Certificates, and the shares of stock (i.e., one (1) Collins and one (1)

Lone Tree) from the corresponding Lateral Certificates, from the description of the Water Rights and (ii) extend the Closing Date in order to accomplish the same. All other terms shall remain the same, including but not limited to the Purchase Price.

6.2 Closing. The Closing shall occur at 1:30 p.m. at the Title Company, or at such other time and place as may be mutually agreed upon by the Parties, fourteen (14) days after the expiration of the Governmental Approval Period or by mutual agreement at an earlier date.

6.3 Transactions at Closing.

A. On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company, acting as escrow agent, the following documents duly executed and acknowledged where appropriate:

(1) A special warranty deed conveying the Water Rights free and clear of all liens and encumbrances in the form of Exhibit K.

(2) The original Ditch Company Certificates and Lateral Certificates.

(3) A stock assignment(s) transferring ownership (or partial ownership where applicable) of the Ditch Company Certificates and the Transferable Lateral Rights, and the proportional Water Rights represented thereby, in the form of Exhibits "M-1", "M-2", and "M-3".

(4) The Covenants in the form of Exhibits H-1, H-2, and H-3.

(5) A certificate of non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, together with any certificates required pursuant to Colorado law.

(6) A statement of authority.

(7) A certificate as to Taxpayer Identification Number as required by law.

(8) The Water Leases in the form of Exhibits I-1, I-2, and I-3.

(9) The ROFR Agreement in the form of Exhibit G.

(10) Assignment of the Augmentation Plans.

(11) A closing statement executed by Seller.

(12) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

B. On or before the Closing Date, Greeley shall deliver to the Title Company, acting as escrow agent, the following:

(1) The Purchase Price, subject to credits and adjustments as herein provided, and such additional sums as are necessary to pay Greeley's share of closing costs, prorations and any fees as more particularly set forth herein.

(2) A special warranty deed(s) conveying the Land free and clear of all liens and encumbrances in the form of Exhibit L-1 and L-2.

(3) A bargain and sale deed(s) conveying the Transferable Water Rights in the form of Exhibit "N-1" and "N-2".

(4) Assignment and Bill of Sale for the Improvements and Ancillary Interests.

(5) Documentation in such form as may be satisfactory to Seller and the Title Company, evidencing Greeley's full authority and capacity to purchase the Property.

(6) Copy of written notice to JV Farms, Inc. (i) that the JV Farms Lease shall terminate on December 31, 2021, and (ii) that the second installment of the Annual Lease Amount, as defined therein, shall be due and payable to Seller on December 15, 2021.

(7) Copy of written notice to Double J Farms & Feeding, Inc. (i) that the Double J Farm Lease shall terminate on December 31, 2021 and (ii) that the second installment of the Annual Lease Amount, as defined therein, shall be due and payable to Seller on December 15, 2021.

(8) The Water Leases in the form of Exhibits I-1, I-2, and I-3.

(9) The ROFR Agreement in the form of Exhibit G.

(10) Assignment of the Augmentation Plans.

(11) A closing statement executed by Greeley.

(12) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

ARTICLE 7 PRORATIONS; CLOSING COSTS

7.1 Ditch Assessments. Seller agrees to fully pay and continue to pay any and all assessments, including special assessments, levied by the Company (or lateral or augmentation company) associated with and accruing to the Ditch Company Certificates (or Lateral Certificates) and Water Rights up to and including the Closing Date. At Closing, Greeley agrees to assume any such future obligations for assessments incurred after the Closing Date.

7.2 Lease Payments. Under the JV Farms Lease and the Double J Lease, the Annual Lease Amount (as defined under the applicable lease) for 2021 is due and payable in two installments. The first installment is due and payable on March 31, 2021, and the second

installment is due and payable on December 15, 2021. At Closing, the Annual Lease Amount for 2021 for each lease shall not be prorated. Instead, Greeley shall retain the full amount of the first installment and Seller shall be owed and entitled to retain the full amount of the second installment due and payable on December 15, 2021.

7.3 Closing Costs. Greeley shall pay for the cost of recording of the deed for the Water Rights, the Covenants, water stock transfer fees, the initial basic premium for the Title Policy on the Land, and one-half (1/2) of the Title Company closing costs. Seller shall pay for the cost of recording the deeds for the Land and Transferable Water Rights and one-half (1/2) of the Title Company closing costs and all title insurance endorsements on the Land. Each Party shall pay its own attorneys' fees and Greeley shall be solely responsible for the payment of any escrow fees to the Title Company.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Seller represents and warrants to Greeley as follows:

A. Ownership and Encumbrances. Seller is now and will remain, until the conclusion of the Closing, the lawful owner of the Water Rights and the Historic Property. To the best of Seller's knowledge, the Water Rights are free of any liens, encumbrances and third party claims except those of Greeley. From the Effective Date of this Agreement until the Closing, Seller shall not encumber the Water Rights and the Historic Property or any interest therein in any way nor grant any property or contract right relating to the Property or any other interests without the prior written consent of Greeley.

B. Litigation. To Seller's current actual knowledge, there is no dispute, action or litigation pending or threatened respecting the ownership or use of the Water Rights or other interests related thereto, or the Historic Property.

C. Contracts, Leases and Agreements. From the Effective Date of this Agreement until the Closing, unless accepted by Greeley in writing, Seller shall not enter into any contracts, leases, licenses, commitments or undertakings respecting the use or maintenance of the Water Rights by which Greeley would be obligated or liable to any third party.

D. Status. Seller has all requisite legal power and authority to own and convey the Property and perform all of the terms of this Agreement.

E. No Abandonment. The Water Rights have not been abandoned by Seller.

F. Compliance with Law. To the best of Seller's current actual knowledge, Seller has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Water Rights, and to Seller's current actual knowledge there is no proposed order, judgment, decree, governmental taking or other proceeding applicable to Seller which might adversely affect the Water Rights.

Seller shall provide Greeley with a written certification at Closing confirming that the foregoing representations are true and correct as of the Closing Date.

8.2 Greeley represents and warrants to Seller as follows:

A. Ownership and Encumbrances. Greeley is now and will remain, until the conclusion of the Closing, the lawful owner of the Land. To the best of Greeley's knowledge, the Land is free of any liens, encumbrances and third party claims except those of Seller. From the Effective Date of this Agreement until the Closing, and except for the Permitted Exceptions, Greeley shall not encumber the Land or any interest therein in any way nor grant any property or contract right relating to the Land or any other interests without the prior written consent of Seller.

B. Litigation. To Greeley's current actual knowledge, there is no dispute, action or litigation pending or threatened respecting the ownership or use of the Land or other interests related thereto.

C. Contracts, Leases and Agreements. From the Effective Date of this Agreement until the Closing, unless accepted by Seller in writing, Greeley shall not enter into any contracts, leases, licenses, commitments or undertakings respecting the use or maintenance of the Land by which Seller would be obligated or liable to any third party.

D. Status. Greeley has all requisite legal power and authority to own and convey the Property and perform all of the terms of this Agreement.

E. Compliance with Law. To the best of Greeley's current actual knowledge, Greeley has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Land, and to Greeley's current actual knowledge there is no proposed order, judgment, decree, governmental taking or other proceeding applicable to Greeley which might adversely affect the Land.

Greeley shall provide Seller with a written certification at Closing confirming that the foregoing representations are true and correct as of the Closing Date.

8.3 Water Rights Adjudication. The Parties acknowledge and agree that a change of the Water Rights and/or other water rights adjudications may be necessary to allow Greeley's use of the Property for its intended purpose. Unless this Agreement is terminated pursuant to the provisions herein, Seller agrees that it shall not oppose, but shall cooperate with Greeley, in any actions Greeley files in Water Court or administrative or other proceedings for approval of the use of the Water Rights as part of an application for new water rights (including direct flow or storage rights), changes of water rights, exchanges or plans for augmentation or substitution or in connection with the Water Rights. Seller shall not be required to file briefs in support of Greeley's application or take any affirmative action other than to appear and testify honestly about the Water Rights and provide any documentation of use or other relevant historical use information. The terms and provisions set forth in this Section 8.3 and the covenants and obligations arising therefrom shall survive the Closing and shall not be deemed merged into the closing documents.

8.4 Lease Renewals. The Parties agree that the Water Leases are a material part of the consideration to Seller. Due to the length of the Water Leases' terms, Seller has requested, and Greeley has agreed, that Greeley will be open to discussing new or renewal leases at the end of

the Water Leases' terms, if the water rights leased thereunder are available for continued irrigation use. Seller understands and acknowledges that the representations in this Section 8.4 are non-binding but are intended to represent the Seller's and Greeley's desire to negotiate a new or renewal lease in good faith at the end of the Water Leases' terms. Nothing in this Section 8.4 shall be interpreted to create an obligation to renew the Water Leases upon their expiration or termination.

ARTICLE 9 CONDITIONS TO CLOSING; REMEDIES

9.1 Seller's Conditions. The obligation of Seller to sell and convey the Property under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by Seller):

- A. Delivery and execution by Greeley of all monies, items, and other instruments required to be delivered by Greeley to the Closing.
- B. All of the actions by Greeley required by this Agreement shall have been completed.
- C. There shall be no uncured default by Greeley of any of their obligations under this Agreement.

9.2 Greeley's Conditions. The obligation of Greeley to acquire the Property and convey the Land under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by Greeley):

- A. Satisfaction of the closing contingencies under Section 6.1.
- B. Delivery and execution by Seller of all items and other instruments required to be delivered by Seller to the Closing.
- C. All of the actions by Seller contemplated by this Agreement shall have been taken.
- D. There shall be no uncured default by Seller of any of its obligations under this Agreement.
- E. The representations and warranties made by Seller as specifically set forth herein shall be true and correct as of the Closing Date and shall not be deemed waived in the event Greeley shall elect to close pursuant to Section 9.3A(3) below.

9.3 Failure of Condition.

- A. Except as set forth in Section 9.3B below, in the event of a failure of any condition contained in Section 9.2, Greeley may in its sole discretion:

(1) Terminate this Agreement by notice to Seller, in which event (i) all funds deposited by Greeley under this Agreement as of such date shall be immediately returned to Greeley and (ii) all documents deposited by Greeley or delivered to Seller by Greeley shall be immediately returned to Greeley and all documents deposited by Seller or delivered to Greeley by Seller shall be immediately returned to Seller; or

(2) Greeley may waive such default or condition and close the transaction; or

(3) If the failure of condition consists of a default by Seller which can be cured by action within the reasonable control of Seller, Greeley may elect to treat this Agreement as being in full force and effect and Greeley shall have the right to specific performance, damages, or both.

B. In the event of a failure of any condition contained in Section 9.1 above, Seller may in its sole discretion:

(1) Terminate this Agreement by notice to Greeley, in which event Seller shall (i) retain the Deposit as liquidated damages and (ii) all documents deposited by Greeley or delivered to Seller by Greeley shall be immediately returned to Greeley and all documents deposited by Seller or delivered to Greeley by Seller shall be immediately returned to Seller; or

(2) Seller may waive such default or condition and close the transaction.

C. Seller hereby waives any rights it may have to specific performance in the event of a default by Greeley. Except for the giving of notices or the delivery of the Deposit or the Purchase Price, time being of the essence, neither Party shall be deemed in default hereunder unless such Party fails to cure such default within seven (7) days of written notice of default from the other Party.

9.4 Liquidated Damages. If Greeley defaults in any of its obligations under this Agreement, Seller shall be entitled to terminate this Agreement and retain the amount of the Deposit described in Section 3.2 (“Specified Sum”), as liquidated damages. SELLER AND GREELEY ACKNOWLEDGE THAT SELLER’S DAMAGES WOULD BE DIFFICULT TO DETERMINE AND THAT THE SPECIFIED SUM IS A REASONABLE ESTIMATE OF SELLER’S DAMAGES.

ARTICLE 10 CONDEMNATION

If prior to Closing all or a “Material Part” (defined below) of the Property and/or Historic Property is subject to a proposed taking by any public authority, Seller shall promptly notify Greeley of such proposed taking and Greeley may terminate this Agreement by notice to Seller within fourteen (14) days after written notice thereof. If Greeley so elects, and following the return to Greeley of the Deposit, this Agreement (with the exception of those obligations which by their nature are intended to survive the termination of this Agreement) shall be of no further

force and effect. If Greeley does not terminate this Agreement, or if the taking is as to a non-Material Part of the Property, Greeley shall accept title to the Property subject to the taking without a reduction in the Purchase Price and shall receive at Closing an assignment of all of Seller's rights to any condemnation award and Greeley shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. A Material Part of the Property for purposes of this Article 10 shall mean a portion that would have a material adverse effect on Greeley's use of the Property as determined by Greeley in its good faith judgment.

ARTICLE 11 BROKERAGE

Seller and Greeley hereby warrant to each other that there are no real estate agents or other brokers or finders involved in this transaction who are entitled to receive a brokerage or finder's fee. Seller agrees to indemnify Greeley and hold Greeley harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Greeley by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any third party claiming by, through or under Seller, excluding, however, any party claiming through Greeley, its successors or assigns. This obligation shall survive the Closing of this transaction.

ARTICLE 12 NOTICES

Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given by delivery to the respective addresses provided below, or such other address changed by the recipient by notice consistent with this Article: (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such address; or (iv) if an e-mail address is specified, on the date and at the time shown on the e-mail message if sent to the e-mail address specified below, with no bounce-back received within three (3) days:

If to Seller:

Longs Peak Dairy, LLC,
Attention: Wade Potberg
45490 County Road 39
Pierce, Colorado 80524
Telephone:
Email: wadepodtburg@gmail.com

With a copy to:

Otis & Bedingfield, LLC
Attention: Jeff Bedingfield
2725 Rocky Mountain Avenue, Suite 320
Loveland, CO 80538
Telephone: 970-663-7300
Email: jbedingfield@nocoattorneys.com

If to Greeley:

City of Greeley
Attention: Director, Water and Sewer
1001 11th Street, 2nd Floor
Greeley, CO 80631
Telephone: (970) 350-9812
e-mail: adam.jokerst@greeleygov.com
cole.gustafson@greeleygov.com

With a copy to:

City of Greeley
Attention: City Attorney
1100 10th Street, Ste. 401
Greeley, CO 80631
Telephone: (970) 350-9757
e-mail: jerrae.swanson@greeleygov.com
dan.biwer@greeleygov.com

ARTICLE 13 MISCELLANEOUS

13.1 No Waiver of Governmental Immunity/No Third Party Beneficiary. This Agreement shall not create any duty of care or liability with respect to any person or entity not a party to this Agreement, or waive any of the privileges or immunities Greeley or its officers, employees, successors and assigns may present pursuant to law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended.

13.2 Time. Time is of the essence as to each provision of this Agreement and the performance of each Party's obligations hereunder.

13.3 Attorneys' Fees. If any legal action, arbitration or other proceeding is commenced to enforce or interpret any provision of this Agreement or to enforce any indemnity, the prevailing party shall be awarded its attorneys' fees and expenses, in addition to any other relief granted. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. This provision shall survive the termination of this Agreement.

13.4 No Waiver. No waiver by any Party of the performance or satisfaction of any covenant or condition shall be valid unless in writing and shall not be considered to be a waiver by such Party of any other covenant or condition hereunder.

13.5 Entire Agreement. This Agreement contains the entire agreement among the Parties regarding the Property and supersedes all prior agreements, whether written or oral, among the Parties regarding the same subject, excluding only the closing documents executed in connection therewith. This Agreement may only be modified by mutual written agreement duly authorized and executed by the Parties.

13.6 Survival of Representations and Warranties. All representations, obligations, liabilities, warranties, covenants, agreements and monetary obligations of Seller and Greeley as set forth in this Agreement shall survive the Closing and consummation of this transaction contemplated by this Agreement until the complete discharge thereof. All warranties of title set forth in any deed or assignment delivered or made hereunder shall survive without limit.

13.7 Successors. Subject to Section 13.8 this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

13.8 Assignment. This Agreement is not assignable by Seller or Greeley without first obtaining the prior written approval of the other Party. No assignment shall relieve either of the Parties from its respective obligations hereunder if such obligations are not properly discharged by the assignee of such Party.

13.9 Relationship of the Parties. The Parties acknowledge that neither Party is an agent for the other Party, and that neither Party shall or can bind or enter into agreements for the other Party.

13.10 Governing Law and Construction. This Agreement and the legal relations between the Parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

13.11 Possession. Seller shall deliver to Greeley possession of the Property, on the Closing Date, upon release from escrow of all items to be delivered by Greeley to the Closing, including, without limitation, the Purchase Price. Greeley shall deliver to Seller possession of the

Land, subject to the Permitted Exceptions, on the Closing Date, upon release from escrow of all items to be delivered by Seller to the Closing.

13.12 Review by Counsel. The Parties acknowledge that each Party and its legal counsel have reviewed and approved this Agreement.

13.13 Calendar Days. In the event any time period set forth in this Agreement commences, expires or is determined from a date which falls on a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day, the date of such commencement, performance, expiration or determination shall automatically be extended to the next business day which is not a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day.

13.14 Counterparts. This Agreement may be executed in any number of counterparts each of which, when taken together, shall constitute one agreement. This Agreement shall only be effective when counterparts are signed by both Seller and Greeley. Executed copies of this Agreement may be delivered by electronic means. The Parties agree to accept and be bound by signatures hereto delivered by electronic means.

13.15 Seller 1031 Exchange. At the request of the Seller, Greeley will cooperate with the Seller in the achievement of a tax-deferred real estate exchange pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. A material part of the consideration to the Seller is Greeley's promise of cooperation. Greeley shall not be required to incur any additional liability or expense in connection with the Seller's tax-deferred exchange transaction nor shall Greeley be required to accept title to any real property other than the Property described hereinabove.

13.16 Water and Sewer Board Approval Required. GREELEY'S OBLIGATIONS UNDER THIS AGREEMENT ARE EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS AGREEMENT BY THE GREELEY WATER AND SEWER BOARD AND SUCH APPROVAL SHALL BE EVIDENCED BY THE SIGNATURE OF THE CHAIRMEN OF THE GREELEY WATER AND SEWER BOARD.

13.17 Acceptance. Upon execution and delivery of this Agreement by Seller and Greeley, as approved by the Board, this Agreement shall constitute an agreement to purchase the Property on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set opposite their respective signatures below.

[Signature Page Follows]

Date:

5-12-2021

Date:

APPROVED AS TO SUBSTANCE:

By

City Manager

AVAILABILITY OF FUNDS:

By

Director of Finance

RECOMMENDED:

By

Director of Water and Sewer

LONGS PEAK DAIRY, a Colorado limited liability company

By:

Name:

Title:

Wade Podtburg
Wade Podtburg
Managing Partner

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

By

Name: Harold Evans

Title: Water and Sewer Board Chairman

APPROVED AS TO LEGAL FORM:

By

City Attorney

LONGS PEAK DAIRY, a Colorado limited liability company

Date: _____

By: _____

Name: _____

Title: _____

Date: 6/1/2021

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

DocuSigned by:

By Harold Evans

Name: Harold Evans

Title: Water and Sewer Board Chairman

APPROVED AS TO SUBSTANCE:

DocuSigned by:
By [Signature]
D93D100AE64B4E6...
City Manager

APPROVED AS TO LEGAL FORM:

DocuSigned by:
By [Signature]
1E817506B21B4AA...
City Attorney

AVAILABILITY OF FUNDS:

DocuSigned by:
By [Signature]
F8DC883C00B4394...
Director of Finance

RECOMMENDED:

By [Signature]
Director of Water and Sewer

EXHIBIT “A” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

Legal description of the Owl Creek Farm

PARCEL 1:

(Weld County Parcel No. 055135400002) – Lot D of Recorded Exemption No. 0551-35-4 RE-4888, recorded June 22, 2009 at Reception No. 3631749, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

(Weld County Parcel No. 055135400031) – Lot D of Recorded Exemption No. 0551-35-3 RE-4887, recorded June 22, 2009 at Reception No. 3631748, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

(Weld County Parcel No. 055135100008) – Lot D of Recorded Exemption No. 0551-35-2 RE-4692, recorded December 6, 2007 at Reception No. 3522044, being part of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

(Weld County Parcel No. 055135200025) – Lot D of Recorded Exemption No. 0551-35-2 RECX 15-0003, recorded May 14, 2015 at Reception No. 4107116, being part of the N ½ of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado; containing 121.57 acres more or less.

PARCEL 2:

Lots A, B and C of Recorded Exemption No. 0551-35-2 RE-4693 recorded December 6, 2007 at Reception No. 3522045, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

Lot A of Recorded Exemption No. 0551-35-2 RE-4692 recorded December 6, 2007 at Reception No. 3522044, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

Lot A of Amended Recorded Exemption No. 0551-35-4 AmRE-3698 recorded December 6, 2007 at Reception No. 3522043, being a portion of the South Half of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

EXHIBIT “B” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Ditch Company Certificates)

INCORPORATED UNDER THE LAWS OF
THE STATE OF COLORADO



NUMBER **6576** SHARES *** (2) TWO ***

The Water Supply & Storage Company

900 TOTAL AUTHORIZED SHARES COMMON STOCK - PAR VALUE \$100.00

* * LONGS PEAK DAIRY LLC AND PUBLIC TRUSTEE OF WELD COUNTY * *

This Certifies that * * FOR THE USE OF FARM CREDIT SERVICES OF THE MOUNTAIN PLAINS * * is the owner of * * * * * (2) TWO * * * * * Shares

The Water Supply & Storage Company

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed


 this 15th day of February A.D. 2011
Dana M. Parker John J. Mason
SECRETARY PRESIDENT

B102 BARNES CORPORATE SUPPLIES

INCORPORATED UNDER THE LAWS OF
THE STATE OF COLORADO



NUMBER **6581** SHARES *** ONE-HALF ***

The Water Supply & Storage Company

900 TOTAL AUTHORIZED SHARES COMMON STOCK - PAR VALUE \$100.00

* * LONGS PEAK DAIRY LLC AND PUBLIC TRUSTEE OF WELD COUNTY * *

This Certifies that * * FOR THE USE OF FARM CREDIT SERVICES OF THE MOUNTAIN PLAINS * * is the owner of * * * * * (1/2) ONE-HALF * * * * * Shares

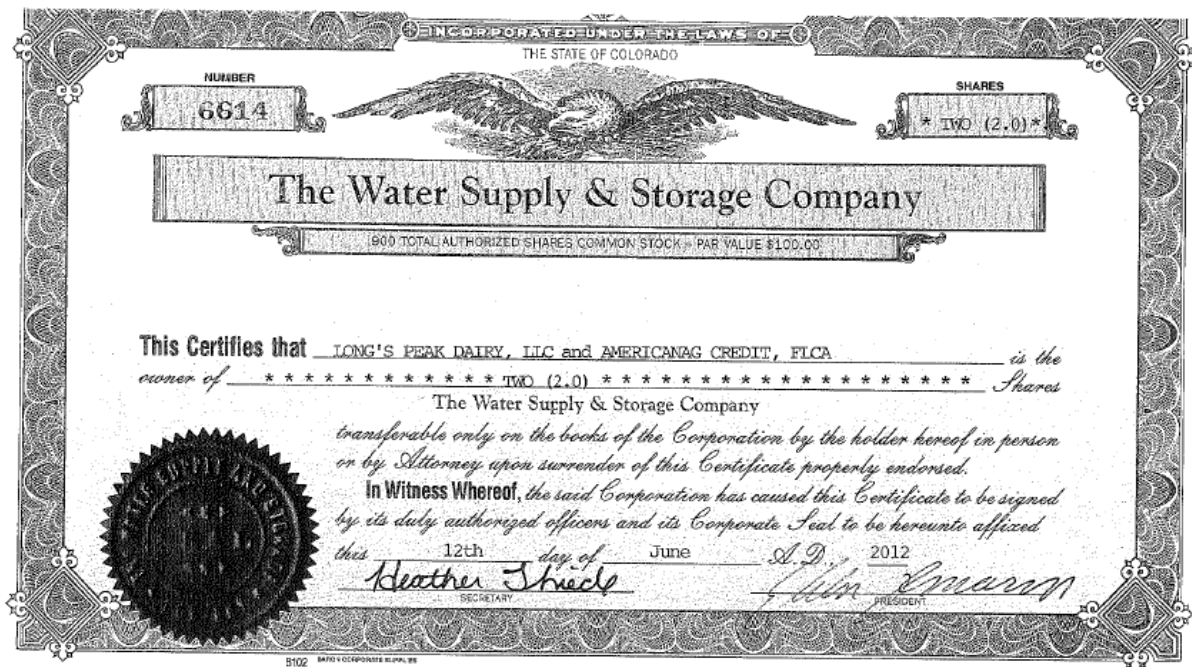
The Water Supply & Storage Company

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed


 this 8th day of MARCH A.D. 2011
Dana M. Parker John J. Mason
SECRETARY PRESIDENT

B102 BARNES CORPORATE SUPPLIES



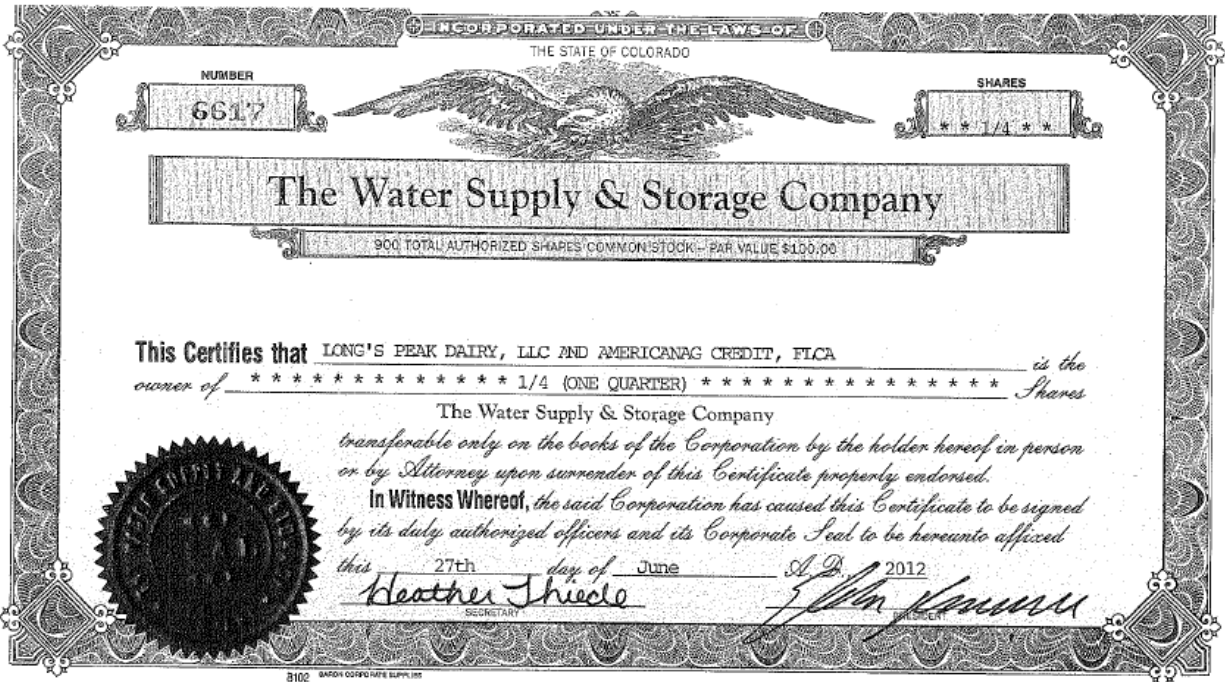


EXHIBIT “C” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Lateral Certificates)



EXHIBIT “D” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See Attached WSSC Water Rights (i.e., Exhibit B from 07CW190))

EXHIBIT B
Water Supply Storage Company Water Rights

<u>Name</u>	<u>Amount</u>		<u>Source</u>	<u>Location</u> <u>10 40 160 Sec Twn Rge</u>	<u>Appropriation</u> <u>Date</u>	<u>Adjudication</u> <u>Date</u>	<u>Judicial</u> <u>Proceeding</u>
<u>Direct-Flow(Dist.3)</u>							
Larimer County Canal	10.76	cfs	CLP ¹	SW SE SW 13-8N-70W	1862/03/01	1882/04/11	Case 320 Transfer (1423 TT)
Larimer County Canal	13.89	cfs	CLP	SW SE SW 13-8N-70W	1864/09/15	1882/04/11	Case 320 Original (1423 TT)
Larimer County Canal	2.00	cfs	CLP	SW SE SW 13-8N-70W	1868/03/15	1882/04/11	Case 320 Original (2406 TT)
Larimer County Canal	2.67	cfs	CLP	SW SE SW 13-8N-70W	1868/13/15	1882/04/11	Case 320 Original (2818 TT)
Larimer County Canal	4.00	cfs	CLP	SW SE SW 13-8N-70W	1873/03/20	1882/04/11	Case 320 Original (2406 TT)
Larimer County Canal (Henry Smith)	7.23	cfs	CLP	SW SE SW 13-8N-70W	1878/04/01	1882/04/11	Case 320 Original
Larimer County Canal	463.00	cfs	CLP	SW SE SW 13-8N-70W	1881/04/25	1882/04/11	Case 320 Original
Larimer County Canal	246.45	cfs	CLP	SW SE SW 13-8N-70W	1914/09/28	1945/12/18	Case 5362 (84CW204) Supp.
<u>Storage (Dist. 3)</u>							
Chambers Lake Reservoir	3080.0	AF	Joe Wright Creek, Fall River Creek and Trap Creek	NE NE SE 6-7N-75W	1882/07/12	1886/10/12	Case 320 Original
WSSC Res. No. 2,3	689.0	AF	CLP	NE SE SW 14-8N-69W	1882/10/01	1904/12/09	Case 1591 Original
WSSC Res. No. 4	574.0	AF	WSSC Res. No. 2,3	SE NE SW 23-8N-69W	1882/10/01	1904/12/09	Case 1591 Original
WSSC Res. No. 1 (Rocky Ridge)	4726.0	AF	CLP	SW SE SW 11-8N-69W	1891/09/01	1904/12/09	Case 1591 Original
WSSC Res. No. 5 (Long Pond)	4037.0	AF	CLP	SW SE NW 31-8N-68W	1891/09/01	1904/12/09	Case 1591 Original
Lindemeier Lake	608.0	AF	Long Pond Res.	SW NW NE 6-7N-68W	1892/02/16	1904/12/09	Case 1591 Original
WSSC Res. No. 4	310.0	AF	Long Pond Res.	23-8N-69W	1892/02/16	1904/12/09	Case 1591 (W-7821-74) Original
WSSC Res. No. 4	422.0	AF	WSSC Res. No. 2,3	SE NE SW 23-8N-69W	1900/12/12	1904/12/09	Case 1951 Original
Black Hollow Res.	6458.0	AF	CLP	SE SE SE 34-8N-67W	1906/02/20	1922/04/22	Case 2031 Supp.
Chambers Lake Reservoir	3577.0	AF	Joe Wright Creek, Fall River Creek and Trap Creek	NE NE SE 6-7N-75W	1910/05/28	1922/04/22	Case 2031 Supp.
Kluver Res.	1562.0	AF	CLP	SW NE NW 23-8N-69W	1911/05/01	1945/12/18	Case 5362 Supp.
Black Hollow Res.	2158.0	AF	CLP	SE SE SE 34-8N-67W	1918/10/05	1945/12/18	Case 5362 Supp.
Long Draw Res	4201.0	AF	Long Pond Res.	NE NW SE 11-6N-75W	1922/06/05	1945/12/18	Case 5362 Supp.

EXHIBIT B
Water Supply Storage Company Water Rights

<u>Name</u>	<u>Amount</u>		<u>Source</u>	<u>Location</u> <u>10 40 160 Sec Twn Rge</u>	<u>Appropriation</u> <u>Date</u>	<u>Adjudication</u> <u>Date</u>	<u>Judicial</u> <u>Proceeding</u>
Chambers Lake Reservoir	2197.0	AF	Joe Wright Creek, Fall River Creek and Trap Creek	NE NE SE 6-7N-75W	1922/12/03	1945/12/18	Case 5362 Supp.
WSSC Res. No. 2,3	3615.0	AF	CLP	NE SE SW 14-8N-69W	1943/10/04	1953/09/10	Case 11217 Supp.
WSSC Res. No. 2,3	445.9	AF	CLP	NE SE SW 14-8N-69W	1943/10/04	1953/09/10	Case 11217 (W-112-74) Supp.
WSSC Res. No. 2,3	138.0	AF	CLP	NE SE SW 14-8N-69W	1943/10/04	1977/12/31	W-112-77 Supp.
Long Draw Res	6600.0	AF	CLP	NE NW SE 11-6N-75W	1965/08/31	1977/12/31	W-9322-78 (83CW126) Supp.
Trap Lake II	3800.0	AF	Trap Creek	NW NW SW 21-7N-75W	1982/06/16	1982/12/31	82CW289 Supp. - Cond.
<u>Transbasin</u>							
Chambers Lake Reservoir	11478.0	AF	Big Laramie River	6-7N-75W	1891/08/07	1896/10/30	Case 1247 Original
Laramie River Ditch (Skyline Ditch)	300.0	cfs	West Branch Laramie River	NE NE SW 14-8N-76W	1891/08/07	1896/10/30	Case 1247 Original (84CW204) Supp.
Cameron Pass Ditch	10.0	cfs	Michigan River	SE 2-6N-76W	1882/07/30	1902/04/23	Case 1519 Original
Cameron Pass Ditch	18.0	cfs	Michigan River	NW SE 2-7N-76W	1898/07/7	1902/05/23	Case 1519 Original
Grand River Ditch Alternate Point Alternate Point	524.6	cfs	Colorado River	NE SW NW 21-6N075W NW NE NW 28-5N-76W	1890/09/01	1906/08/11	Case 112 Original
Laramie River Tunnel ²	300.0	cfs	Big Laramie River	NW NE SE 29-6N-75W NE SW 7-8N-75W	1902/08/25	1914/02/20	Case 2725 Case 5993 (84CW204) Supp.
Rawah Ditch ²	225.0	cfs	Rawah Creek	NE NE SW 32-9N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Rawah and Lower Supply Ditch ²	275.0	cfs	Rawah Creek	SE SE SW 14-9N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
McIntyre Ditch ²	40.0	cfs	McIntyre Creek	SE NE NE 31-9N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 1 ^[2]	1050.0	AF	Rawah Creek	SE 7-8N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 2 ^[2]	1400.0	AF	Rawah Creek	SW 5-8N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 3 ^[2]	525.0	AF	Rawah Creek	NW 5-8N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 4 ^[2]	592.0	AF	Rawah Creek	SW 32-9N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 5 ^[2]	700.0	AF	Rawah Creek	NE 5-8N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.

EXHIBIT B
Water Supply Storage Company Water Rights

<u>Name</u>	<u>Amount</u>		<u>Source</u>	<u>Location</u> <u>10 40 160 Sec Twn Rge</u>	<u>Appropriation</u> <u>Date</u>	<u>Adjudication</u> <u>Date</u>	<u>Judicial</u> <u>Proceeding</u>
Link Lake No. 6 ^[2]	300.0	AF	Rawah Creek	SW 32-9N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 7 ^[2]	440.0	AF	Rawah Creek	NE 5-8N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 8 ^[2]	2000.0	AF	Rawah Creek	SW 4-8N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 9 ^[2]	574.0	AF	Rawah Creek	NE 6-8N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 10 ^[2]	425.0	AF	McIntyre Creek	NE 31-9N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 11 ^[2]	1148.0	AF	McIntyre Creek	SW 31-9N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 12 ^[2]	138.0	AF	Rawah Creek	NW 4-8N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 13 ^[2]	597.0	AF	Rawah Creek	NE 29-9N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Link Lake No. 14 ^[2]	597.0	AF	Spring Creek	NE 29-9N-76W	1902/08/25	1914/02/20	Case 2725 Case 5993 Supp.
Laramie Lake	340.0	AF	Drainage	SE NW 32-8N-75W	1890/07/01	1944/09/11	Case 5993 Supp.
Lost Lake	288.0	AF	Drainage	SW SE 31-8N-75W	1890/07/02	1944/09/11	Case 5993 Supp.
Lily Lake	178.0	AF	Drainage	SE NW 29-8N-78W	1912/07/01	1944/09/11	Case 5993 Supp.
<u>Seepage</u>							
Lind Reservoir ^[2]	54.9	AF	Seepage	SE NE SE 35-8N-68W	1881/04/21	1972/12/31	W-1748 W-1877 Supp.
WSSC Seepage A	2.0	cfs	Seepage	NE NE NW 20-8N-69W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage B	2.0	cfs	Seepage	SE SE SE 17-8N-69W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 1	5.0	cfs	Seepage	SW NW SW 4-8N-69W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 2	12.0	cfs	Seepage	SW NW NE 3-8N-69W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 2A	4.0	cfs	Seepage	NE NE SW 3-8N-69W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 2b	2.0	cfs	Seepage	NW SW SE 17-8N-68W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 3	20.0	cfs	Seepage	NE SW NW 14-8N-68W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 4	1.0	cfs	Seepage	NE NW SW 14-8N-68W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 6	2.0	cfs	Seepage	NW NW SW 31-8N-67W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 7	2.0	cfs	Seepage	NW SW SE 6-7N-67W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 7a	0.1	cfs	Seepage	SW NE SW 8-7N-67W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 7b	0.3	cfs	Seepage	SW SW SE 8-7N-67W	1881/04/21	1972/12/31	W-1877 Supp.

EXHIBIT B
Water Supply Storage Company Water Rights

<u>Name</u>	<u>Amount</u>		<u>Source</u>	<u>Location</u>	<u>Appropriation</u> <u>Date</u>	<u>Adjudication</u> <u>Date</u>	<u>Judicial</u> <u>Proceeding</u>
WSSC Seepage 7c	2.0	cfs	Seepage	10 40 160 Sec Twn Rge NW NW SW 13-7N-67W	1960/06/01	1972/12/31	W-1877 Supp.
WSSC Seepage 8	0.6	cfs	Seepage	NE SE SE 5-7N-66W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 9	1.0	cfs	Seepage	SE NE SE 5-7N-66W	1881/04/21	1972/12/31	W-1877 Supp.
WSSC Seepage 10	0.9	cfs	Seepage	SW NW SW 4-7N-66W	1881/04/21	1972/12/31	W-1877 Supp.

-
1. Cache la Poudre River
2. Partial Ownership

Attachment to Order - 2007CW190

EXHIBIT “E” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached copies of the ROFR Certificates)

006473 INCORPORATED UNDER THE LAWS OF THE STATE OF COLORADO * FOUR * SHARE (4)

The Water Supply & Storage Co.

CAPITAL STOCK, \$60,000 SHARES, \$100.00 EACH

This is to certify That The Public Trustee of Weld County, for the use of Farm Credit Services of the Mountain Plains, FLCA, a wholly owned subsidiary of Farm Credit Services of the Mountain Plains, PCA, as lienholder, and Longs Peak Dairy, LLC, Equity Owners is the owner of Four (4) Shares of the Capital Stock of The Water Supply & Storage Company, transferable only on the books of said Company, in person or by attorney, on surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Company has caused this Certificate to be signed by its President and Secretary and the corporate seal to be affixed, at Fort Collins, Colorado, this 7th day of February 2007

Diana M. Parker Secretary Thomas L. Hagan President

INCORPORATED UNDER THE LAWS OF THE STATE OF COLORADO

NUMBER 6588 SHARES *** 1/4 ***

The Water Supply & Storage Company

900 TOTAL AUTHORIZED SHARES COMMON STOCK - PAR VALUE \$100.00

LONGS PEAK DAIRY, LLC and PUBLIC TRUSTEE OF WELD COUNTY for the use of FARM CREDIT SERVICES OF THE MOUNTAIN PLAINS, PCA, a wholly owned subsidiary of THE MOUNTAIN PLAINS, PCA. is the

Certifies that ONE & ONE FOURTH Shares of The Water Supply & Storage Company transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 31st day of MAY A.D. 2011

Heather A. Thiele SECRETARY [Signature] PRESIDENT

INCORPORATED UNDER THE LAWS OF
THE STATE OF COLORADO



NUMBER **6589** SHARES *** ONE-FOURTH ***
(1/4)

The Water Supply & Storage Company

900 TOTAL AUTHORIZED SHARES COMMON STOCK - PAR VALUE \$100.00

This Certifies that Longs Peak Dairy, LLC and Public Trustee of Weld County for the use of Farm Credit Services of the Mountain Plains, PCA, a wholly owned subsidiary of the Mountain Plains, ACA is the owner of ***** One-Fourth (1/4) ***** Shares

The Water Supply & Storage Company

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed

this 22nd day of June A.D. 2011

Heather Thiele [Signature]
SECRETARY PRESIDENT



B102 WATER SUPPLY & STORAGE COMPANY

INCORPORATED UNDER THE LAWS OF
THE STATE OF COLORADO



NUMBER **6611** SHARES **** 1 1/2 ****

The Water Supply & Storage Company

900 TOTAL AUTHORIZED SHARES COMMON STOCK - PAR VALUE \$100.00

This Certifies that ** LONGS PEAK DAIRY, LLC and AMERICAN AgCREDIT, FLCA ** is the owner of ***** ONE and ONE HALF (1 1/2) ***** Shares

The Water Supply & Storage Company

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

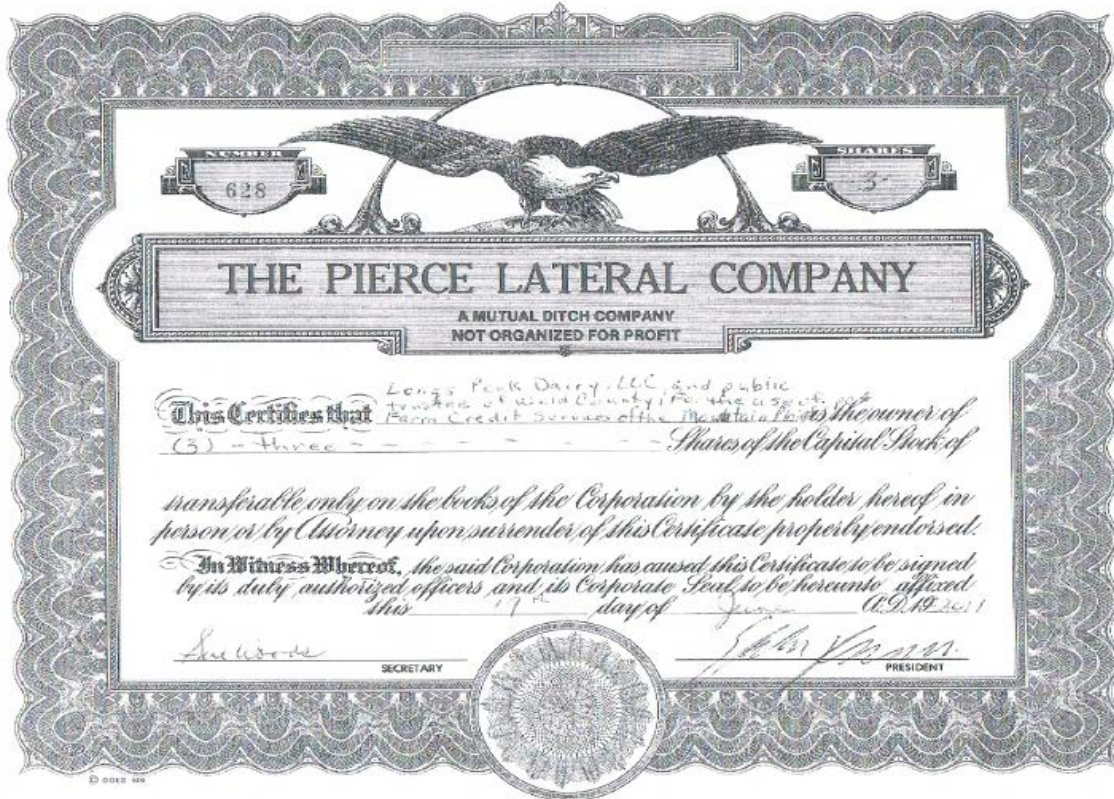
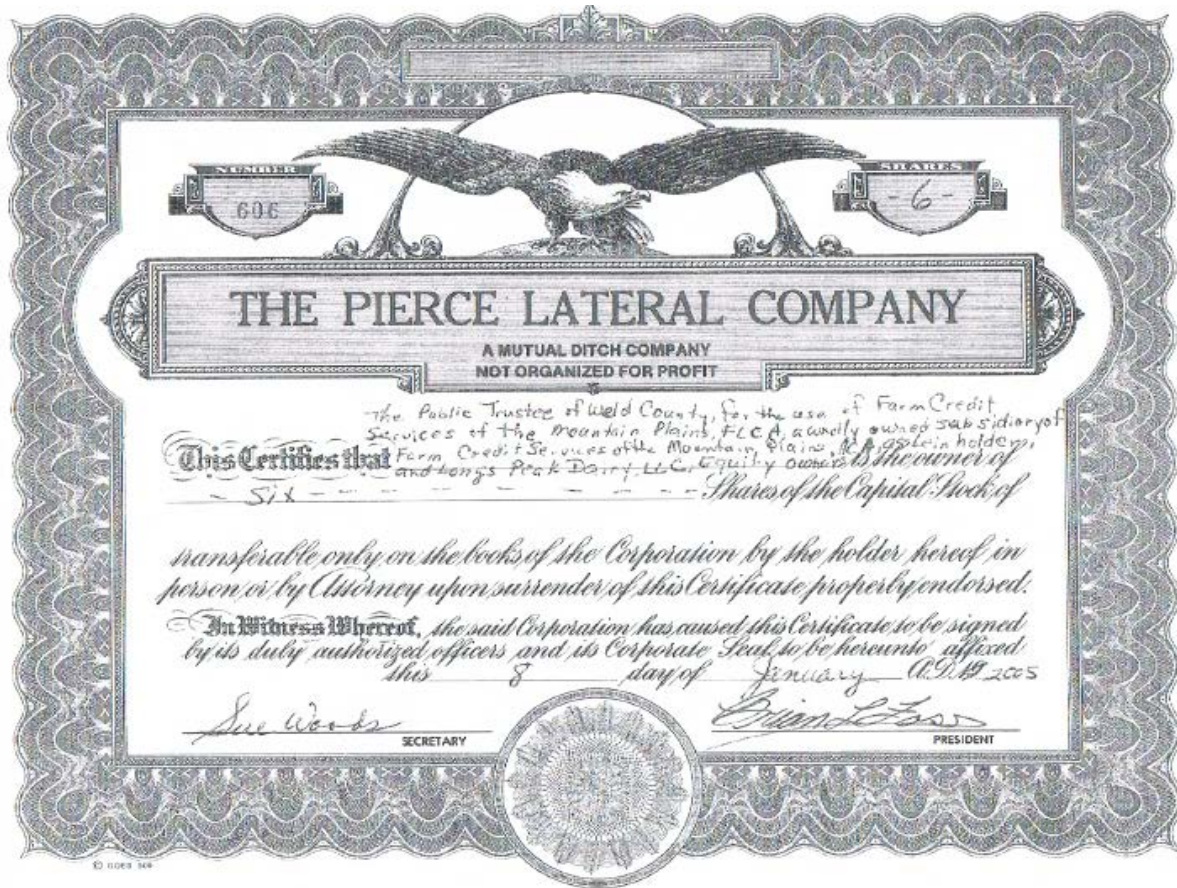
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed

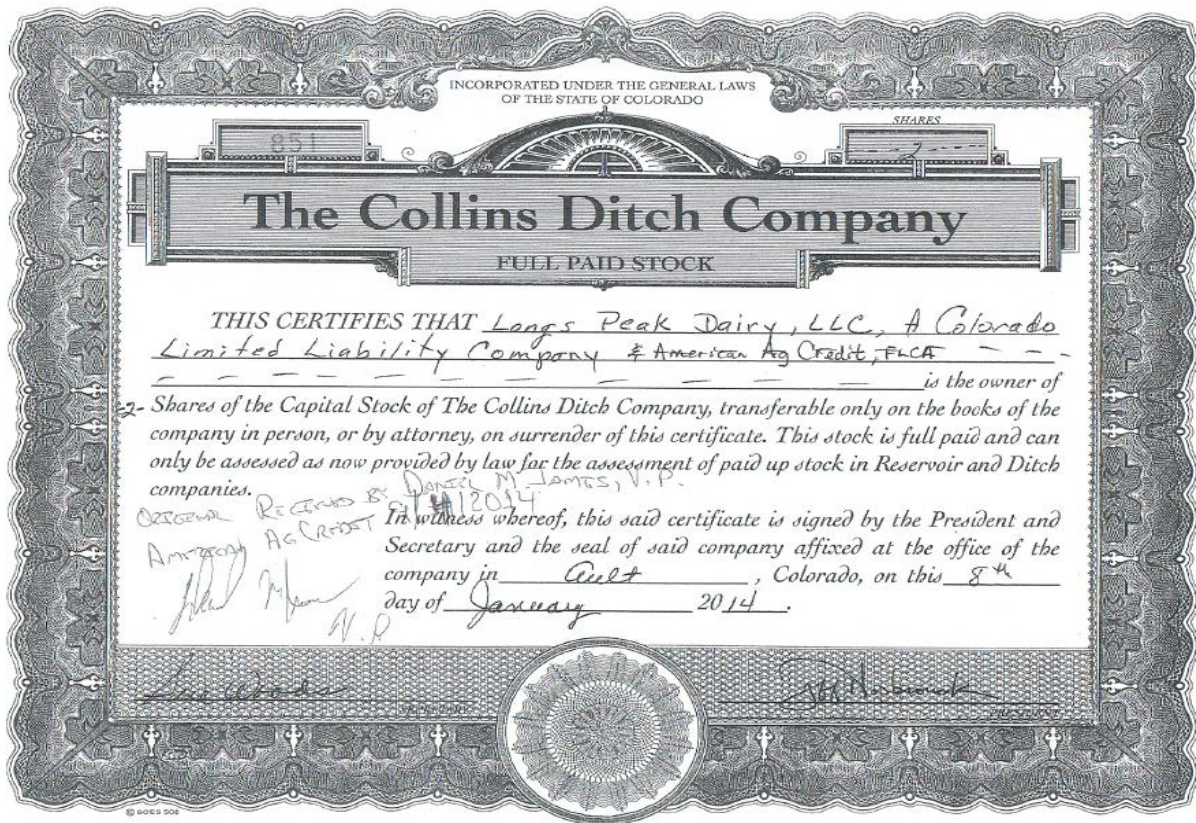
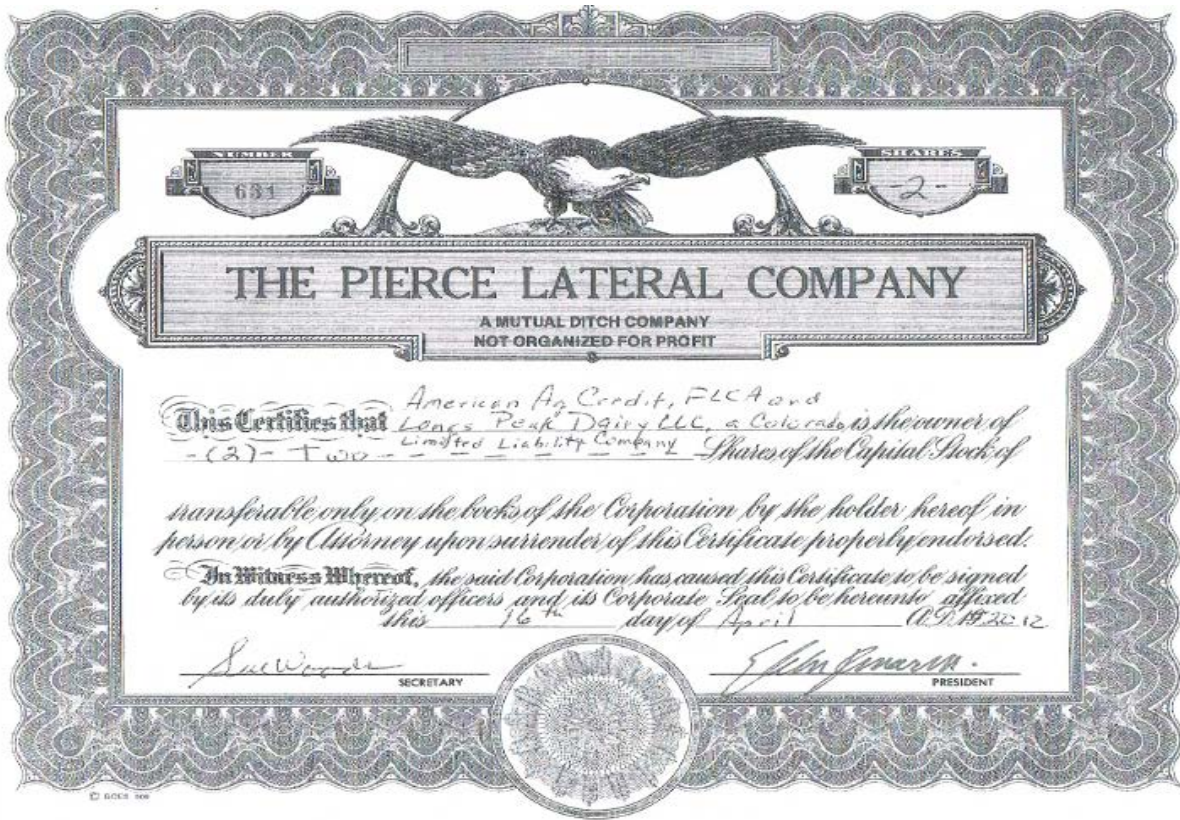
this 6th day of April A.D. 2012

Heather Thiele [Signature]
SECRETARY PRESIDENT



B102 WATER SUPPLY & STORAGE COMPANY





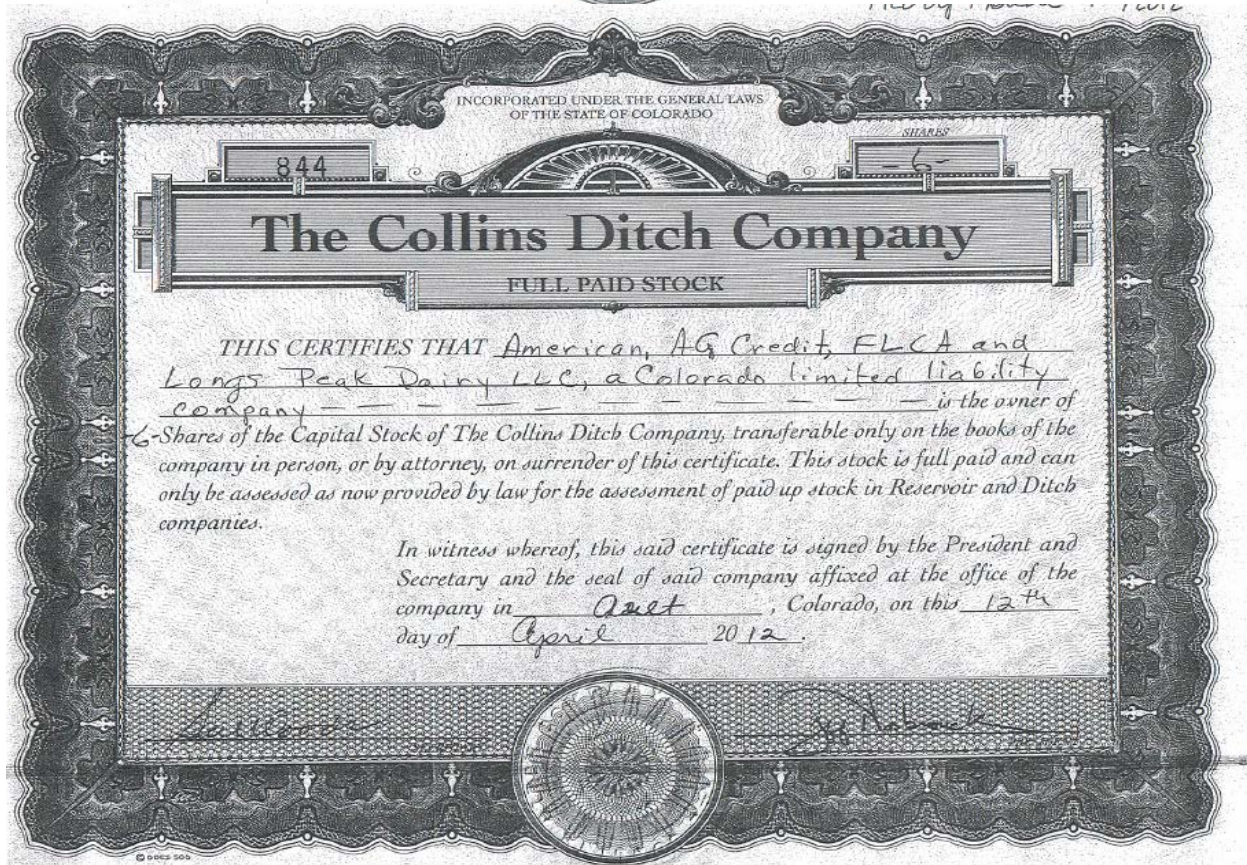
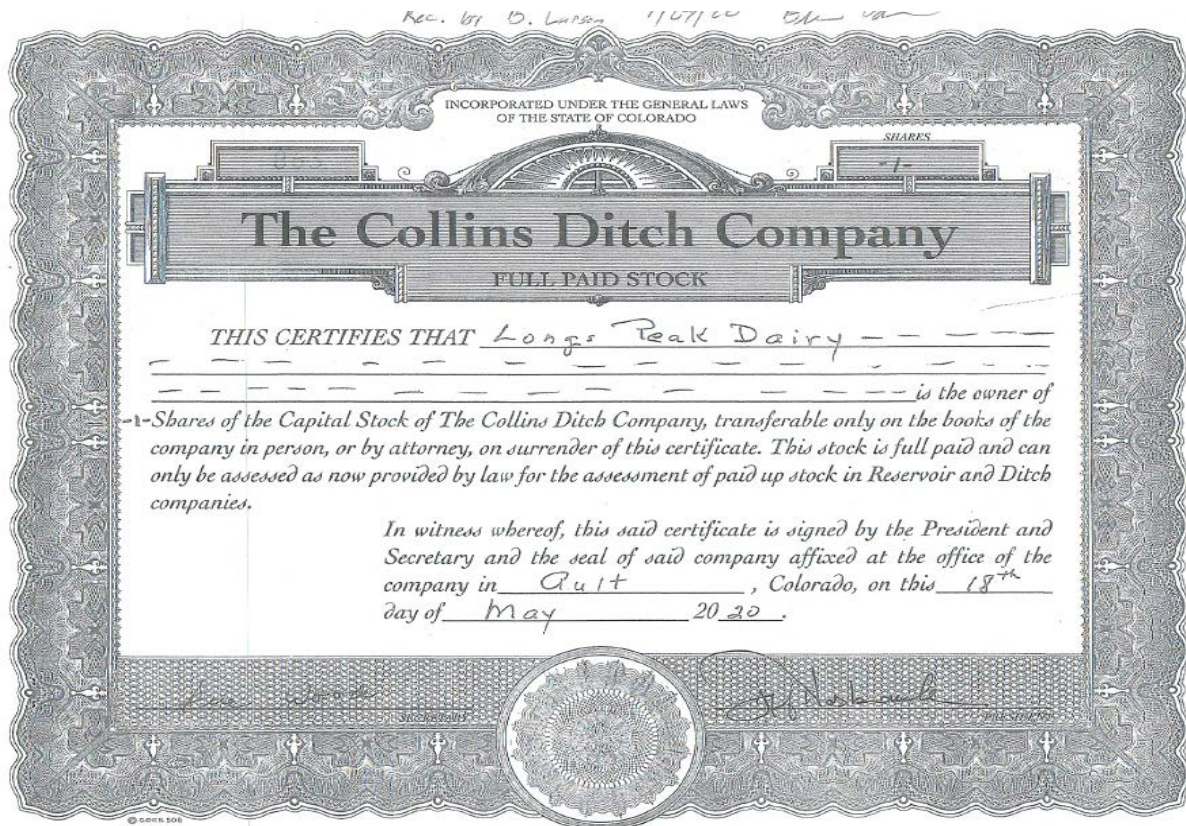




EXHIBIT "F-1" TO PURCHASE AND SALE AGREEMENT

(SELLER)

Legal description of the Varra Farm

The NE ¼ of Section 28, Township 28 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, EXCEPT that portion described in Deed Recorded April 11, 1910 in Book 270 at Page 543.

EXHIBIT "F-2" TO PURCHASE AND SALE AGREEMENT
(Longs Peak Dairy)

Legal description of the Hasbrouck Farm

PARCEL 1

The East 1/3 of the Northwest ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, being 52.631 acres more or less; and

PARCEL 2

Lot B of Recorded Exemption No. 0551-22-4-RE 620, recorded June 15, 1983 in Book 999 at Reception No. 01930309, being a part of the Southeast ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, being 151.967 acres more or less; and

PARCEL 3

Lot B of Amended Recorded Exemption No. 0551-22-3-AMRE 1907, recorded February 26, 2001 at Reception No. 2827884, being a part of the East ½ of the Southwest ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado;

Also described as: The East Half of the Southwest Quarter of Section 22, Township 8 North, Range 65 West of the 6th Principal Meridian, County of Weld, State of Colorado, EXCEPT that parcel described as Lot A of Amended Recorded Exception No. 0551-22-3-AMRE 1907 recorded February 26, 2001 at Reception No. 2827884, being a part of the E ½ of the SW ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., and EXCEPT that parcel described as Subdivision Exemption No. 593, recorded July 10, 1996 in Book 1555 at Reception No. 2500336, County of Weld, State of Colorado. Said described parcel being 75.623 acres, more or less.

EXHIBIT “G” TO PURCHASE AND SALE AGREEMENT
(Longs Peak Dairy)

(See attached ROFR Agreement)

AGREEMENT FOR RIGHTS OF FIRST REFUSAL

This AGREEMENT FOR RIGHTS OF FIRST REFUSAL (“Agreement”) is entered into this ____ day of _____ 2021, by and between the CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise, whose address is 1001 11th Avenue, Second Floor, Greeley, Colorado 80631 (“Greeley”), and LONGS PEAK DAIRY, LLC, a Colorado limited liability company whose address is 45490 County Road 39, Pierce, Colorado 80650 (“Longs Peak”).

Recitals

WHEREAS, Greeley has acquired from Longs Peak certain water rights represented by shares of capital stock in The Water Supply and Storage Company and the associated lateral companies, pursuant to the Purchase and Sale Agreement executed by and between the parties on _____, 2021 (“Purchase Agreement”); and

WHEREAS, among those water rights acquired by Greeley pursuant to the Purchase Agreement are those certain rights represented by five and one-sixth (5-1/6) shares of capital stock in the Collins Ditch Company (previously evidenced by Stock Certificate No. 844, for five and one-sixth (5-1/6) shares of the total represented six (6) shares) (collectively “Longs Peak ROFR Lateral Rights”); and

WHEREAS, in addition to those water rights conveyed to Greeley pursuant to the Purchase Agreement, Longs Peak also owns those certain water rights represented by seven (7) shares of capital stock in The Water Supply and Storage Company (evidenced by Stock Certificate No. 6473 (for four (4) shares), Stock Certificate No. 6588 (for one and one-fourth (1-1/4) shares), Stock Certificate No. 6589 (for one-fourth (1/4) share), and Stock Certificate No. 6611 (for one and one-half (1-1/2) shares)); eleven (11) shares of capital stock in The Pierce Lateral Company (evidenced by Stock Certificate No. 606 (for six (6) shares), Stock Certificate No. 628 (for three (3) shares), and Stock Certificate No. 631 (for two (2) shares)); three and five-sixths (3-5/6) shares of capital stock in the Collins Ditch Company (evidenced by Stock Certificate No. 851 (for (2) shares), and Stock Certificate No. 863 (for one (1) share), together with the balance of Stock Certificate No. 844 (for five-sixth (5/6) of a share)), and one and five-sixths (1-5/6) shares of capital stock in the Lone Tree Lateral Company (evidenced by Stock Certificate No. 255 (for one (1) share), together with the balance of Stock Certificate No. 230 (for five-sixth (5/6) of a share)) (collectively “Greeley ROFR Water Rights”); and

WHEREAS, Greeley and Longs Peak agreed, as is more particularly described in the Purchase Agreement, to execute an agreement by which Longs Peak would grant to Greeley a right of first refusal to purchase the Greeley ROFR Water Rights and Greeley would grant to Longs Peak a right of first refusal to purchase the Longs Peak ROFR Lateral Rights; and

WHEREAS, Greeley and Longs Peak have reached an agreement regarding the mutual grants of the rights of first refusal described above, and desire to reduce that agreement to writing; and

WHEREAS, Greeley and Longs Peak agree that the bargained-for exchange of rights of first refusal described herein imposes mutual obligations on the parties to this Agreement, and constitutes good and valuable consideration independent of the consideration for the Purchase Agreement; and

NOW THEREFORE, for such good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Greeley and Longs Peak agree as follows.

Agreement

1. Incorporation of Recitals. Greeley and Longs Peak acknowledge that the foregoing recitals are true, correct, binding, and incorporated into this Agreement as though restated in their entireties.

2. Term of Agreement. The term of this Agreement begins on the date of mutual execution and expires (a) after a period of thirty (30) years, or (b) after the rights of first refusal granted herein have been exhausted by Greeley and Longs Peak against the Greeley ROFR Water Rights and the Longs Peak ROFR Lateral Rights in their entireties, whichever occurs sooner.

3. Greeley Right of First Refusal. Longs Peaks hereby grants to Greeley a right of first refusal to purchase the Greeley ROFR Water Rights upon the receipt by Longs Peak of any written bona fide purchase offer for the Greeley ROFR Water Rights. Upon its receipt of such an offer, Longs Peak shall notify Greeley of the offer within seven (7) days. Longs Peak shall provide such notice in writing and include a copy of the offer with the notice. Upon receipt of notice from Longs Peak that it received such an offer to purchase the Greeley ROFR Water Rights, Greeley shall have a vested option to purchase the subject Greeley ROFR Water Rights, and respond in writing within thirty-five (35) days to indicate whether it will purchase the Greeley ROFR Water Rights for the price listed in the offer, on the terms and substantially in the form of the purchase agreement attached hereto as Exhibit A. The failure of Greeley to respond within thirty-five (35) days shall be deemed an election not to exercise its right of first refusal.

4. Longs Peak Dairy Right of First Refusal. Greeley hereby grants to Longs Peak a right of first refusal to purchase the Longs Peak ROFR Lateral Rights upon the receipt by Greeley of any written bona fide purchase offer for the Longs Peak ROFR Lateral Rights. Upon its receipt of such an offer, Greeley shall notify Longs Peak of the offer within seven (7) days. Greeley shall provide such notice in writing and include a copy of the offer with the notice. Upon receipt of notice from Greeley that it received such an offer to purchase the Longs Peak ROFR Lateral Rights, Longs Peak shall have a vested option to purchase the subject Longs Peaks ROFR Lateral Rights, and respond in writing within thirty-five (35) days to indicate whether it will purchase the Longs Peak ROFR Lateral Rights on the terms of the offer received. The failure of Longs Peak to respond within thirty-five (35) days shall be deemed an election not to exercise its right of first refusal.

5. Scope of Rights of First Refusal. Greeley and Longs Peak acknowledge that the rights of first refusal granted by this Agreement are intended to apply to all or any portion of the Greeley ROFR Water Rights and the Longs Peak ROFR Lateral Rights, and that the rights of first refusal may be triggered and exercised on multiple occasions if separate offers are received for portions of either the Greeley ROFR Water Rights or the Longs Peak ROFR Lateral Rights. The failure by either party to exercise a right of first refusal as to a portion of the Greeley ROFR Water Rights or the Longs Peak ROFR Lateral Rights does not constitute a precedent nor a waiver of any future right of first refusal as to any other portion of the Greeley ROFR Water Rights or the Longs Peak ROFR Lateral Rights.

6. Notice. All notices to be given under this Agreement shall be sent both by (a) certified or registered mail, return receipt requested, or hand-delivered, and (b) electronic mail, using the addresses set forth below. Greeley and Longs Peak shall promptly notify the other party if the appropriate contact information for notice changes.

If to the City of Greeley:

City of Greeley Water and Sewer Department
Attention: Director of Water and Sewer
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631
Telephone: (970) 350-9812
Email: WSAdmin@greeleygov.com

With a copy to: City of Greeley City Attorney's Office
Attention: Environmental and Water Resources
1100 10th Street, Suite 401
Greeley, Colorado 80631
Telephone: (970) 350-9757
Email: CityAttorney@greeleygov.com

If to Longs Peak Dairy, LLC: Longs Peak Dairy, LLC,
Attention: Wade Potberg
45490 County Road 39
Pierce, Colorado 80524
Telephone:
Email: wadepodtburg@gmail.com

With a copy to: Otis & Bedingfield, LLC
Attention: Jeff Bedingfield
2725 Rocky Mountain Avenue, Suite 320
Loveland, CO 80538
Telephone: 970-663-7300
Email: jbedingfield@nocoattorneys.com

7. Restriction on Assignment. Neither Greeley nor Longs Peak shall assign any right or interest in this Agreement without the prior written consent of the other party.

8. Binding on Successors and Assigns. Subject to the restriction set forth in paragraph 7 above, this Agreement is binding upon the successors in interest and permissible assigns of Greeley and Longs Peak.

9. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any parties other than Greeley and Longs Peak, or their respective permissible successors in interest.

10. Default by Longs Peak; Remedies. In the event that Longs Peak fails to comply with paragraph 3 above, such failure constitutes a default of this Agreement and Greeley shall be entitled to, in its sole discretion:

(a) Purchase all remaining Greeley ROFR Water Rights not conveyed by Longs Peak in the defaulting transaction, at one-half (½) of the price per share agreed to by Longs Peak in the defaulting transaction, on the terms and substantially in the form of the purchase agreement attached hereto as Exhibit A; or

(b) Terminate this Agreement with immediate effect and seek any and all available remedies, including, without limitation, damages and specific performance; or

(c) If Longs Peak conveys all remaining Greeley ROFR Water Rights in a defaulting transaction, terminate this Agreement with immediate effect and receive liquidated damages in the amount of twenty percent (20%) of the total compensation paid for the Greeley ROFR Water Rights in the defaulting transaction. Greeley and Longs Peak acknowledge that damages would be difficult to determine in such an event, and that this percentage is a reasonable estimate of damages.

11. Default by Greeley; Remedies. In the event that Greeley fails to comply with paragraph 4 above, such failure constitutes a default of this Agreement and Longs Peak shall be entitled to, in its sole discretion:

(a) Purchase all remaining Longs Peak ROFR Lateral Rights not conveyed by Greeley in the defaulting transaction, at one-half (½) of the price per share agreed to by Greeley in the defaulting transaction; or

(b) Terminate this Agreement with immediate effect and seek any and all available remedies, including, without limitation, damages and specific performance; or

(c) If Greeley conveys all remaining Longs Peak ROFR Lateral Rights in a defaulting transaction, terminate this Agreement with immediate effect and receive liquidated damages in the amount of twenty percent (20%) of the total compensation paid for the Longs Peak ROFR Lateral Rights in the defaulting transaction. Greeley and Longs Peak acknowledge that damages would be difficult to determine in such an event, and that this percentage is a reasonable estimate of damages.

12. Recovery of Costs and Fees; Waiver. In addition to such remedies otherwise available, a party that is successful in a legal action commenced against the other due to a default of this Agreement may recover from the defaulting party reasonable costs and attorneys' fees incurred during the course of such legal action. The failure by either party to declare a default does not establish precedent or constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement. Any such waiver must be made explicitly in a duly authorized writing.

13. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any action arising out of this Agreement is the District Court for Weld County, Colorado.

14. Severability. In the event a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any other provision herein, and the remainder of the Agreement should be interpreted in accordance with the intent of the parties, unless such interpretation would frustrate the purpose of the Agreement.

15. Integration and Amendment. This Agreement constitutes a complete integration of the understanding and agreement between Greeley and Longs Peak with respect to the subject matter herein. No representations, negotiations, or warranties, express or implied, exist between Greeley and Longs Peak except as explicitly set forth in this Agreement. This Agreement may only be modified in a written form duly authorized, approved, and executed by Greeley and Longs Peak.

16. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by electronic means. The parties agree to accept and be bound by electronic signatures.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement for Rights of First Refusal on the date first set forth above.

CITY OF GREELEY,
a Colorado home rule municipal corporation
acting by and through its Water Enterprise

By: _____
Director of Water and Sewer

Date: _____

LONGS PEAK DAIRY, LLC
a Colorado limited liability company

By: _____
Name: _____
Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2021
by _____, as _____ of Longs Peak Dairy, LLC.

Witness my hand and official seal.

Notary Public
My commission expires: _____

EXHIBIT "A" TO RIGHT OF FIRST REFUSAL AGREEMENT

PURCHASE AND SALE AGREEMENT—WATER RIGHTS ONLY (Longs Peak Dairy, LLC)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (as defined in Section 1.2 below) by and between LONGS PEAK DAIRY, LLC, a Colorado limited liability company ("Seller"), and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, acting by and through its WATER ENTERPRISE ("Greeley") (Seller and Greeley each being a "Party" and collectively the "Parties").

RECITALS

A. Seller owns real property located in Weld County, Colorado, legally described on Exhibit "A-1" and depicted on Exhibit "A-2", attached hereto and incorporated herein by reference ("Land");

B. Seller is the sole owner of water and water rights represented by [] shares of stock in The Water Supply and Storage Company (the "Ditch Company"), evidenced by Stock Certificate No. [] issued in the name of Seller (the "Certificate"), which have historically been delivered through the Larimer County Canal;

C. To the best of the Parties' knowledge and belief, said Certificate represents ownership of and the right to divert and use water under and a proportional interest in the water rights listed below (the "Water Rights"); and

Appropriation Date	Amount (c.f.s.)	Source	Case No.	Adjudication Date

D. Seller desires to sell, and Greeley desires to purchase, the Property (defined below).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, Seller and Greeley hereby agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

In addition to words and terms elsewhere defined in this Agreement, including the recitals hereto, the following words and terms used in this Agreement shall have the following meanings:

- 1.1 “*Agreement*” means this purchase and sale agreement.
- 1.2 “*Board*” means the Greeley Water and Sewer Board.
- 1.3 “*Certificate*” has the meaning given in Recital B.
- 1.4 “*Closing*” means the closing of this transaction.
- 1.5 “*Closing Date*” means the date of the Closing.
- 1.6 “*Company*” means The Water Supply and Storage Company.
- 1.7 “*Covenants*” means the Restrictive Covenants-No Irrigation and Revegetation, in the form of Exhibit B attached hereto and incorporated herein.
- 1.8 “*Effective Date*” means the date upon which the last party hereunder signs this Agreement in accordance with Sections 13.15 and 13.16 below.
- 1.9 “*Deposit*” has the meaning given in Section 3.2.
- 1.10 “*Governmental Approval Period*” has the meaning given in Section 6.1.A.
- 1.11 “*Inspections*” has the meaning given in Section 5.1.A.
- 1.12 “*Inspection Period*” has the meaning given in Section 5.1.A.
- 1.13 “*Land*” means the real property defined under Recital A above.
- 1.14 “*Material Part*” means a portion of the Property that would have a material adverse effect on Greeley’s use of the Property as determined by Greeley in its good faith judgment.
- 1.15 “*Off-Record Documents*” has the meaning given in Section 4.1.C.
- 1.16 “*Property*” means the Water Rights, together with Covenants on the Land.
- 1.17 “*Purchase Price*” has the meaning given in Section 3.1.
- 1.18 “*Specified Sum*” has the meaning given in Section 9.4.

1.19 “*Title Commitment*” means a commitment for an owner’s policy of title insurance.

1.20 “*Title Company*” means Land Title Guarantee Company.

1.21 “*Title Documents*” has the meaning given in Section 4.1.A.

1.22 “*Water Rights*” has the meaning given in Recital B. above.

ARTICLE 2 SALE OF PROPERTY

2.1 Seller agrees to sell, and Greeley agrees to buy, on the terms and conditions set forth in this Agreement, the Property.

2.2 Exclusions. The Property does not include, and Seller expressly excepts and reserves, the following:

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price. The total purchase price for the Property (“Purchase Price”) shall be _____ dollars [**\$0,000.00**].

3.2 Deposit and Release of Deposit. Within fourteen (14) days following the Effective Date of this Agreement, Greeley shall transfer and deposit with the Title Company _____ dollars [**\$0,000.00**] (“Deposit”). The Deposit shall be fully refundable to Greeley at any time prior to the expiration of the Inspection Period (defined below) if Greeley is not satisfied with the Property and shall be subject to return to Greeley either prior to or after the expiration of the Inspection Period upon termination of this Agreement pursuant to Section 5.2, Section 6.1, Section 9.3 and 10 below. The Deposit shall be deducted from the Purchase Price at Closing as provided in Section 3.3 below.

3.3 Closing. The Purchase Price (i) minus the Deposit; (ii) plus any other amounts required to be paid by Greeley at Closing; and (iii) plus or minus any prorations or credits, shall be paid at Closing by cashier's check, wire transfer or other immediately available funds.

ARTICLE 4 TITLE

4.1 Within fourteen (14) days after the Effective Date of this Agreement, Seller shall provide the following to Greeley for review:

A. A commitment for an owner’s policy of title insurance (“Title Commitment”) issued by the Title Company covering the Land in the amount of the Purchase Price, with such Title Commitment setting forth the status of title to the Land and showing the Title Company’s search results for all recorded liens, claims, encumbrances, easements, rights of way, encroachments, reservations, restrictions and other matters of record affecting title to the

Land (the copies of all recorded documents in the Title Commitment are collectively referred to as “Title Documents”).

B. A fully executed historical consumptive use affidavit and questionnaire in the form of Exhibit “C” attached hereto and incorporated herein.

C. To the extent the same exist, request true and correct copies of all Company documents related to the Water Rights, including but not limited to, the delivery records and share trace. Seller agrees that Company documents, including but not limited to the share trace, are a necessary component of Greeley’s inspection activities. If the Company provides such documents less than seven (7) days before the Inspection Period (defined below), then the Inspection Period shall be automatically extended for an additional fourteen (14) days.

D. To the extent the same exist, true and correct copies of all: (i) documents that relate to the title, use, quantity, quality and condition of the Water Rights, including, but not limited to, any deeds or other conveyances, assignments, permits, adjudications or court orders, any testing reports, and any records maintained by Seller; (ii) contracts or other agreements relating to the development, operation, maintenance or leasing or otherwise affecting the Water Rights and/or Land; and (iii) any engineering, investigation or inspection document or reports related to the Water Rights and/or Land, (collectively referred to as “Off-Record Documents”).

4.2 Condition and Vesting of Title. At Closing, Seller shall convey the Water Rights to Greeley by special warranty deed, in the form attached as Exhibit “D” free and clear of all liens and encumbrances.

4.3 Title Insurance. The purpose of the Title Commitment is to enable Greeley to conduct the title review described in Article 5 below, and said Title Commitment shall be updated as necessary up to the Closing; however, neither Seller nor Greeley shall have any obligation under this Agreement to purchase a title insurance policy after Closing. Greeley may elect to acquire this insurance (limited to the Covenants attached hereto as Exhibit “B”) at its expense.

ARTICLE 5 INSPECTION PERIOD

5.1 Inspections.

A. Inspection Period; Right to Inspect. During a period of time commencing upon the Effective Date and continuing until 4:00 p.m., Mountain Time, on the sixty-third (63rd) day thereafter (“Inspection Period”), unless automatically extended in accordance with Section 4.1.C. above, Greeley and its authorized agents, representatives and consultants shall be entitled to: (i) enter upon the Land at all reasonable times, to perform such tests or inspections, as Greeley deems desirable, to allow Greeley to evaluate the Water Rights and the condition and use of the Property; (ii) contact and interview the managers, members, employees and agents of Seller to assist Greeley in determining the historical use of the Water Rights; (iii) contact the officers, directors, attorneys, and shareholders of the Company to inspect any Company records and/or determine under what conditions the Company will approve a change in the place of delivery or use, or the point of diversion, of the Water Rights and other Company shares obtained or to be

obtained by Greeley, pursuant to the bylaws of the Company or other applicable law (collectively referred to as “Inspections”). Seller agrees to cooperate with Greeley to facilitate such interviews and/or the signing of any affidavits of use of the Water Rights by Seller or to facilitate such contact and/or request for information or determination by the Company. Greeley shall bear all costs of the Inspections. Seller agrees to reasonably cooperate with any such Inspections made by or at Greeley’s direction.

B. Conditions of Access. Greeley and its authorized agents, representatives and consultants (i) shall not unreasonably interfere with the operation and maintenance of the Land; (ii) shall comply with all reasonable requirements imposed upon them in connection with such inspection by Seller; (iii) shall not injure or otherwise cause bodily harm to Seller, their agents, contractors or employees; (iv) shall promptly pay when due the costs of all Inspections done with regard to the Property; (v) shall not permit any liens to attach to the Land by reason of the exercise of its rights hereunder; and (vi) shall restore the Land as nearly as practicable to substantially the same condition in which the Land was found before any such Inspections were undertaken. Notwithstanding anything in this Agreement to the contrary, Greeley shall not be permitted to perform any invasive tests on the Land without Seller’s prior written consent, which consent may be withheld in Seller’s sole discretion.

C. Deadlines. The table below contains a non-exclusive list of the dates and deadlines for this Agreement.

Section	Deadline	Date
§ 3.2	Deposit	Fourteen (14) days following the Effective Date
§ 4.1	Title Documents	Fourteen (14) days following the Effective Date
§ 4.1	Off-Record Documents	Fourteen (14) days following the Effective Date
§ 5.1	Inspection Period	Sixty-third (63rd) day following the Effective Date unless automatically extended in accordance with Section 4.1.C.
§ 5.2	Objections	On or before the expiration of the Inspection Period
§ 6.1.A	Governing Body Approval	Twenty-eight (28) days after the expiration of the Inspection Period (“ <u>Governmental Approval Period</u> ”)
§ 6.2	Closing Date	Fourteen (14) days after the expiration of the Governmental Approval Period
§ 9.3.C.	Default Cure Period	Within seven (7) days of written notice of default from the other Party
§10	Condemnation	Within fourteen (14) days after written notice

5.2 Objections. If during the Inspection Period, Greeley shall, for any reason, in Greeley’s sole discretion, judgment and opinion, disapprove or be dissatisfied with any aspect of the Property or its Inspections relating thereto, including, but not limited to, the following items, Greeley shall be entitled to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period, whereupon the Deposit shall be returned to Greeley and all provisions of this Agreement (with the exception of those obligations which by their nature are intended to survive the termination of this Agreement) shall terminate:

A. Matters disclosed in (i) the Title Documents or (ii) the Off-Record Documents.

B. Greeley's ability to change the Water Rights for municipal use.

If written notice of termination is not given by Greeley to the Seller prior to the expiration of the Inspection Period, the Deposit shall not be refunded to the Greeley if, for any reason other than as a result of a default by Seller or pursuant to Section 6.1, Section 9.3 or Article 10, the Closing of this transaction does not occur.

ARTICLE 6 CLOSING

CLOSING CONTINGENCIES; CLOSING

6.1 Closing Contingencies. The obligations of Greeley to purchase the Property are subject to satisfaction of the following contingencies:

A. Governing Body Approval. The Board's authorization to close on the Property is contingent upon approval given within twenty-eight (28) days after the expiration of the Inspection Period ("Governmental Approval Period"). In the event that the Board has not authorized Closing on the Property prior to the expiration of the Governmental Approval Period, then, in such event, upon written notice by Greeley to Seller, this Agreement shall terminate, whereupon the Deposit shall be returned to Greeley and neither Party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

6.2 Closing. The Closing shall occur at 1:30 p.m. at the Title Company, or at such other time and place as may be mutually agreed upon by the Parties, fourteen (14) days after the expiration of the Governmental Approval Period or by mutual agreement at an earlier date.

6.3 Transactions at Closing.

A. On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company, acting as escrow agent, the following documents duly executed and acknowledged where appropriate:

(1) A special warranty deed conveying the Water Rights free and clear of all liens and encumbrances in the form of Exhibit D.

(2) The original Certificate.

(3) A stock assignment(s) transferring ownership of the Certificate and the Water Rights in the form of Exhibit E.

(4) The Covenants.

(5) A certificate of non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, together with any certificates required pursuant to Colorado law.

(6) A statement of authority designating the persons who are authorized to execute the special warranty deed, the stock assignments and all other applicable documents on behalf of the Seller.

(7) A certificate as to Taxpayer Identification Number as required by law.

(8) A closing statement executed by Seller.

(9) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

B. On or before the Closing Date, Greeley shall deliver to the Title Company, acting as escrow agent, the following:

(1) The Purchase Price, subject to credits and adjustments as herein provided, and such additional sums as are necessary to pay Greeley's share of closing costs, prorations and any fees as more particularly set forth herein.

(2) Documentation in such form as may be satisfactory to Seller and the Title Company, evidencing Greeley's full authority and capacity to purchase the Property.

(3) A closing statement executed by Greeley.

(4) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

ARTICLE 7 PRORATIONS; CLOSING COSTS

7.1 Ditch Assessments. Seller agrees to fully pay and continue to pay any and all assessments, including special assessments, levied by the Company associated with and accruing to the Certificates and Water Rights up to and including the Closing Date. At Closing, Greeley agrees to assume any such future obligations for assessments incurred after the Closing Date.

7.2 Closing Costs. Greeley shall pay for the cost of recording of the deed, the Covenants, water stock transfer fees and one-half (1/2) of the Title Company closing costs. Seller shall pay one-half (1/2) of the Title Company closing costs. Each Party shall pay its own attorneys' fees and Greeley shall be solely responsible for the payment of any escrow fees to the Title Company.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES.

8.1 Seller represents and warrants to Greeley as follows:

A. Ownership and Encumbrances. Seller is now and will remain, until the conclusion of the Closing, the lawful owner of the Water Rights. To the best of Seller's knowledge, the Water Rights are free of any liens, encumbrances and third party claims except those of Greeley. From the Effective Date of this Agreement until the Closing, and except for the Permitted Exceptions defined herein, Seller shall not encumber the Water Rights or any interest in any way nor grant any property or contract right relating to the Property or any other interests without the prior written consent of Greeley.

B. Litigation. To Seller's current actual knowledge, there is no dispute, action or litigation pending or threatened respecting the ownership or use of the Water Rights or other interests related thereto.

C. Contracts, Leases and Agreements. From the Effective Date of this Agreement until the Closing, unless accepted by Greeley in writing, Seller shall not enter into any contracts, leases, licenses, commitments or undertakings respecting the use or maintenance of the Water Rights by which Greeley would be obligated or liable to any third party.

D. Status. Seller has all requisite legal power and authority to own and convey the Property and perform all of the terms of this Agreement.

E. No Abandonment. The Water Rights have not been abandoned by Seller.

F. Compliance with Law. To the best of Seller's current actual knowledge, Seller has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Water Rights, and to Seller's current actual knowledge there is no proposed order, judgment, decree, governmental taking or other proceeding applicable to Seller which might adversely affect the Water Rights.

Seller shall provide Greeley with a written certification at Closing confirming that the foregoing representations are true and correct as of the Closing Date.

8.2 Water Rights Adjudication. The Parties acknowledge and agree that a change of Water Rights and/or other water rights adjudications may be necessary to allow Greeley's use of the Property for its intended purpose. Unless this Agreement is terminated pursuant to the provisions herein, Seller agrees that it shall not oppose, but shall cooperate with Greeley, in any actions Greeley files in Water Court or administrative or other proceedings for approval of the use of the Water Rights as part of an application for new water rights (including direct flow or storage rights), changes of water rights, exchanges or plans for augmentation or substitution or in connection with the Water Rights. Seller shall not be required to file briefs in support of Greeley's application or take any affirmative action other than to appear and testify honestly about the Water Rights and provide any documentation of use or other relevant historical use information. The terms and provisions set forth in this Section 8.2. and the covenants and

obligations arising therefrom shall survive the Closing and shall not be deemed merged into the closing documents.

ARTICLE 9
CONDITIONS TO CLOSING; REMEDIES

9.1 Seller's Conditions. The obligation of Seller to sell and convey the Property under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by Seller):

A. Delivery and execution by Greeley of all monies, items, and other instruments required to be delivered by Greeley to the Closing.

B. All of the actions by Greeley required by this Agreement shall have been completed.

C. There shall be no uncured default by Greeley of any of their obligations under this Agreement.

9.2 Greeley's Conditions. The obligation of Greeley to acquire the Property under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by Greeley):

A. The appropriation of funds by the Greeley City Council for the Purchase Price.

B. Satisfaction of the closing contingencies under Section 6.1.

C. Delivery and execution by Seller of all items and other instruments required to be delivered by Seller to the Closing.

D. All of the actions by Seller contemplated by this Agreement shall have been taken.

E. There shall be no uncured default by Seller of any of its obligations under this Agreement.

F. The representations and warranties made by Seller as specifically set forth herein shall be true and correct as of the Closing Date and shall not be deemed waived in the event Greeley shall elect to close pursuant to Section 9.3A(3) below.

9.3 Failure of Condition.

A. Except as set forth in Section 9.3B below, in the event of a failure of any condition contained in Section 9.2, Greeley may in its sole discretion:

(1) Terminate this Agreement by notice to Seller, in which event:
(a) all funds deposited by Greeley under this Agreement as of such date shall be immediately

returned to Greeley; and (b) all documents deposited by Greeley or delivered to Seller by Greeley shall be immediately returned to Greeley, and all documents deposited by Seller or delivered to Greeley by Seller shall be immediately returned to Seller; or

(2) Greeley may waive such default or condition and close the transaction; or

(3) If the failure of condition consists of a default by Seller which can be cured by action within the reasonable control of Seller, Greeley may elect to treat this Agreement as being in full force and effect and Greeley shall have the right to specific performance, damages, or both.

B. In the event of a failure of any condition contained in Section 9.1 above, Seller may in its sole discretion:

(1) Terminate this Agreement by notice to Greeley, in which event Seller shall retain the Deposit as liquidated damages and all documents deposited by Greeley or delivered to Seller by Greeley shall be immediately returned to Greeley, and all documents deposited by Seller or delivered to Greeley by Seller shall be immediately returned to Seller; or

(2) Seller may waive such default or condition and close the transaction.

C. The Seller hereby waives any rights it may have to specific performance in the event of a default by Greeley. Except for the giving of notices or the delivery of the Deposit or the Purchase Price, time being of the essence, neither Party shall be deemed in default hereunder unless such Party fails to cure such default within seven (7) days of written notice of default from the other Party.

9.4 Liquidated Damages. If Greeley defaults in any of its obligations under this Agreement, Seller shall be entitled to terminate this Agreement and retain the amount of the Deposit described in Section 3.2 ("Specified Sum"), as liquidated damages. SELLER AND GREELEY ACKNOWLEDGE THAT THE SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE AND THAT THE SPECIFIED SUM IS A REASONABLE ESTIMATE OF THE SELLER'S DAMAGES.

ARTICLE 10 CONDEMNATION

If prior to Closing all or a "Material Part" (defined below) of the Property and/or Land is subject to a proposed taking by any public authority, Seller shall promptly notify Greeley of such proposed taking and Greeley may terminate this Agreement by notice to Seller within fourteen (14) days after written notice thereof. If Greeley so elects, and following the return to Greeley of the Deposit, this Agreement (with the exception of those obligations which by their nature are intended to survive the termination of this Agreement) shall be of no further force and effect. If Greeley does not terminate this Agreement, or if the taking is as to a non-Material Part of the Property, Greeley shall accept title to the Property subject to the taking without a reduction in the Purchase Price and shall receive at Closing an assignment of all of Seller's rights to any

condemnation award and Greeley shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. A Material Part of the Property for purposes of this Article 10 shall mean a portion that would have a material adverse effect on Greeley's use of the Property as determined by Greeley in its good faith judgment.

ARTICLE 11
BROKERAGE

Seller and Greeley hereby warrant to each other that there are no real estate agents or other brokers or finders involved in this transaction who are entitled to receive a brokerage or finder's fee. Seller agrees to indemnify Greeley and hold Greeley harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Greeley by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any third party claiming by, through or under Seller, excluding, however, any party claiming through Greeley, its successors or assigns. This obligation shall survive the Closing of this transaction.

ARTICLE 12
NOTICES

Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given by delivery to the respective addresses provided below, or such other address changed by the recipient by notice consistent with this Article: (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such address; or (iv) if an e-mail address is specified, on the date and at the time shown on the e-mail message if sent to the e-mail address specified below, with no bounce-back received within three (3) days:

If to Seller:

Longs Peak Dairy, LLC,
Attention: Wade Potberg
45490 County Road 39
Pierce, Colorado 80524
Telephone:
Email: wadepodtburg@gmail.com

With a copy to:

Otis & Bedingfield, LLC
Attention: Jeff Bedingfield
2725 Rocky Mountain Avenue, Suite 320
Loveland, CO 80538
Telephone: 970-663-7300
Email: jbedingfield@nocoattorneys.com

If to Greeley:

City of Greeley
Attention: Director, Water and Sewer
1001 11th Street, 2nd Floor
Greeley, CO 80631
Telephone: (970) 350-9812
Email:

With a copy to:

City of Greeley
Attention: City Attorney
1100 10th Street, Ste. 401
Greeley, CO 80631
Telephone: (970) 350-9757
Email:

ARTICLE 13 MISCELLANEOUS

13.1 No Waiver of Governmental Immunity/No Third Party Beneficiary. This Agreement shall not create any duty of care or liability with respect to any person or entity not a party to this Agreement, or waive any of the privileges or immunities Greeley or its officers, employees, successors and assigns may present pursuant to law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended.

13.2 Time. Time is of the essence as to each provision of this Agreement and the performance of each Party's obligations hereunder.

13.3 Attorneys' Fees. If any legal action, arbitration or other proceeding is commenced to enforce or interpret any provision of this Agreement or to enforce any indemnity, the prevailing party shall be awarded its attorneys' fees and expenses, in addition to any other relief granted. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. This provision shall survive the termination of this Agreement.

13.4 No Waiver. No waiver by any Party of the performance or satisfaction of any covenant or condition shall be valid unless in writing and shall not be considered to be a waiver by such Party of any other covenant or condition hereunder.

13.5 Entire Agreement. This Agreement contains the entire agreement among the Parties regarding the Property and supersedes all prior agreements, whether written or oral, among the Parties regarding the same subject, excluding only the Easement Purchase Agreement and the closing documents executed in connection therewith. This Agreement may only be modified by mutual written agreement duly authorized and executed by the parties.

13.6 Survival of Representations and Warranties. All representations, obligations, liabilities, warranties, covenants, agreements and monetary obligations of Seller and Greeley as set forth in this Agreement shall survive the Closing and consummation of this transaction contemplated by this Agreement until the complete discharge thereof. All warranties of title set forth in any deed or assignment delivered or made hereunder shall survive without limit.

13.7 Successors. Subject to Section 13.8, this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

13.8 Assignment. This Agreement is not assignable by Seller or Greeley without first obtaining the prior written approval of the other Party. No assignment shall relieve either of the Parties from its respective obligations hereunder if such obligations are not properly discharged by the assignee of such Party.

13.9 Relationship of the Parties. The Parties acknowledge that neither Party is an agent for the other Party, and that neither Party shall or can bind or enter into agreements for the other Party.

13.10 Governing Law and Construction. This Agreement and the legal relations between the Parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

13.11 Possession. Seller shall deliver to Greeley possession of the Property, subject to the Permitted Exceptions on the Closing Date, upon release from escrow of all items to be delivered by Greeley to the Closing, including, without limitation, the Purchase Price.

13.12 Review by Counsel. The Parties acknowledge that each Party and its legal counsel have reviewed and approved this Agreement.

13.13 Calendar Days. In the event any time period set forth in this Agreement commences, expires or is determined from a date which falls on a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day, the date of such commencement, performance, expiration or determination shall automatically be extended to the next business day which is not a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day.

13.14 Counterparts. This Agreement may be executed in any number of counterparts each of which, when taken together, shall constitute one agreement. This Agreement shall only be effective when counterparts are signed by both Seller and Greeley.

13.15 Water and Sewer Board Approval Required. GREELEY'S OBLIGATIONS UNDER THIS AGREEMENT ARE EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS AGREEMENT BY THE GREELEY WATER AND SEWER BOARD.

13.16 Acceptance. Upon execution and delivery of this Agreement by Seller and Greeley, as approved by the Board, this Agreement shall constitute an agreement to purchase the Property on the terms and conditions set forth herein. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set opposite their respective signatures below.

LONGS PEAK DAIRY, LLC, a Colorado
Limited Liability Company

Date: _____

Name: _____

Title: _____

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

Date: _____

By _____

Name: _____

Title: Water and Sewer Board Chairman

APPROVED AS TO SUBSTANCE:

APPROVED AS TO LEGAL FORM:

By _____
City Manager

By _____
City Attorney

AVAILABILITY OF FUNDS:

By _____
Director of Finance

EXHIBIT “A-1” TO PURCHASE AND SALE AGREEMENT—WATER RIGHTS ONLY
(SELLER)

EXHIBIT “A-2” TO PURCHASE AND SALE AGREEMENT—WATER RIGHTS ONLY
(SELLER)

(See attached Survey of the Land)

EXHIBIT “B” TO PURCHASE AND SALE AGREEMENT—WATER RIGHTS ONLY
(SELLER)

(See attached Restrictive Covenant – No Irrigation and Revegetation)

EXAMPLE DO NOT EXECUTE

RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and in order to provide the City of Greeley, a Colorado municipal corporation (the “Greeley”), with the maximum benefit available from the present and future use of water pursuant to the water rights acquired or to be acquired by Greeley and described in Exhibit “1” attached hereto and made a part hereof (the “Water Rights”), _____ (the “Declarant”), agrees, warrants and covenants, and the undersigned leaseholder and lienholder, if any, acknowledge and approve, on Declarant’s own behalf and on behalf of all successors in interest, that upon notice from Greeley, Declarant shall cease irrigation on the lands owned by Declarant and described in Exhibit “2” attached hereto and made a part hereof (the “Land”).

Upon receipt of one hundred and eighty (180) days prior written notice from Greeley, thereafter Declarant and Declarant’s successor in interest shall not irrigate the Land. These covenants shall not prohibit Declarant or Declarant’s successor in interest from irrigating the Land (i) with other water rights which may in the future be transferred to such lands and judicially approved for such use through an appropriate Water Court proceeding, and in accordance with any future water rights applications filed by the City or a successor in interest to the Water Rights; (ii) with water from an existing well or wells to be constructed in the future which are authorized to pump pursuant to a Water Court-approved plan for augmentation; (iii) with water which is not tributary to the South Platte River or any of its tributaries; (iv) or with treated potable water supplied by a municipal or quasi-municipal government water provider (“Alternate Water Rights”).

Unless so irrigated, then within two and one half (2½) years from the date Declarant ceases to irrigate the Land or any portion thereof with Alternate Water Rights, Declarant or Declarant’s successors in interest shall establish, at Declarant’s or Declarant’s successors in interest’s expense, a ground cover of plant life, as such is defined in C.R.S. § 37-92-103(10.5), on the previously irrigated portions of the Land to satisfy any applicable revegetation and noxious weed management provisions as may be required in a final decree obtained by the City, or a successor in interest to the Water Rights, from the District Court for Water Division No. 1, State of Colorado, or a successor court, changing certain water rights from agricultural irrigation purposes to other beneficial purposes, pursuant to C.R.S. § 37-92-305(4.5). Here, “previously irrigated portions of the Land” means portions of the Land not occupied by roads, buildings, or other structures, which was cultivated with crops in accordance with these covenants. Declarant, or Declarant’s successors in interest, shall provide notice to Greeley when such revegetation of the Land has been established. Declarant agrees the Land subject to these covenants shall not be planted with crops which are capable of extending roots into the underlying groundwater, including but not limited to the growing of alfalfa.

Should Declarant or Declarant’s successor in interest fail to comply with its obligations hereunder, Greeley shall have the right to come upon the Land and take all measures necessary to accomplish the Declarant’s obligations hereunder, including but not limited to revegetation

and/or noxious weed management on the Land, provided that Greeley shall have the right to receive full reimbursement of all of its expenses of accomplishing such revegetation or weed management from Declarant or Declarant's successor in interest. Any and all fees and costs incurred in any necessary action to enforce these Restrictive Covenants by City, including reasonable attorney fees, shall be paid by Declarant. Additionally, Greeley shall have the right to come upon the Land to verify Declarant's compliance with its obligations hereunder, with any such inspections being at the sole expense of Greeley. All rights to enter upon the Land granted herein shall terminate upon a final determination by the District Court for Water Division No. 1, State of Colorado, under the court's retained jurisdiction, that no further actions will be necessary in order to satisfy Declarant's revegetation obligations.

The foregoing covenants shall burden, attach to, and run with the Land and shall be binding upon Declarant and Declarant's successors, assigns and any other person who acquires an ownership or leasehold interest in all or part of the Land; such covenants also shall benefit, attach to, and run with the Water Rights and shall inure to the benefit of Greeley's successors, assigns, and any other person who acquire an ownership interest in the Water Rights. Declarant warrants and represents such covenants shall entitle Greeley to the first and prior right to claim credit for the dry-up or non-irrigation of the Land.

The terms and provisions of these covenants shall not expire and shall be perpetual unless specifically released in writing by Greeley or its successors in interest. The terms and provisions of these covenants may not be terminated, modified, or amended without prior written consent of Greeley or its successors in interest. Any notice may be sent to the Declarant by prepaid U.S. Mail to the Declarant at: _____.

IN WITNESS WHEREOF, the Declarant have executed this instrument on the ____ day of _____, 20__.

Declarant:

By: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT “1” TO RESTRICTIVE COVENANT (NO IRRIGATION AND REVEGETATION)
(Description of the Water Rights)

EXHIBIT “2” TO RESTRICTIVE COVENANT (NO IRRIGATION AND REVEGETATION)
(Description of the Land)

EXHIBIT “C” TO PURCHASE AND SALE AGREEMENT—WATER RIGHTS ONLY
(SELLER)

(See attached Historical Use Affidavit and Questionnaire)

AFFIDAVIT OF HISTORICAL USE OF WATER RIGHTS

DESCRIPTION OF WATER RIGHTS:

Ditch or Reservoir Company: _____
Shares or Interest: _____

Name and address of owner and user of water rights:

Owner(s): _____

User(s): _____

Year water rights were used as described: _____

DESCRIPTION OF HISTORICALLY IRRIGATED LAND:

Legal description and size/acreage of land irrigated by above-mentioned water rights:

_____.

Name and address of owner(s) of above-mentioned irrigated land if different from owner or user of the water rights: _____.

I have not intended to abandon the aforementioned water rights during my period of use. I state that the information contained here and in the attached Questionnaire Regarding Use of Water Shares, which is incorporated herein by reference, is known to me and is correct.

The undersigned _____, having personal knowledge of the irrigation of the above described lands by virtue of being the owner and/or person who has farmed and irrigated those lands, being first duly sworn, hereby states that the information provided in this statement is true and accurate.

Signed and dated this _____ day of _____, 20__.

[SELLER]

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Affidavit of Historical Use of Water Rights was acknowledged before me
this _____ day of _____, 20__ by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

QUESTIONNAIRE REGARDING USE OF WATER SHARES

The person completing this questionnaire must have personal knowledge of the information provided

1. Name: _____
 Mailing Address: _____

 Telephone: _____
 Facsimile: _____
 Email Address: _____

2. The information provided below pertains to ____ shares of the _____ Company, represented by Certificate No. _____ (hereinafter "Shares").

- Did you use the Shares pursuant to a Lease Agreement? _____
- Date of the Lease: _____
- Name of Lessee (if different from above): _____
- Name of Lessor: _____

3. The information in this questionnaire relates to my use of the Shares from _____ to _____ ("Ownership Period").

4. Do you still own the farm or parcel irrigated by these Shares? _____

5. Was your use of the Shares during the Ownership Period consistent with the bylaws, rules, regulations, and policies of the ditch company? _____

6. What is the legal description of the farm or parcel on which these Shares were used?

7. What is the total size of the farm or parcel? _____ acres.

8. What is the size of the area(s) on the farm or parcel that was irrigated? _____ acres.

9. What is the size of the area(s) on the farm or parcel that was irrigated using water from the Shares? _____ acres.

10. Please provide the following information regarding how the water from these Shares is delivered:

- Location and ID Number of the head gate at the main ditch: _____
 _____.

- Name and general location of any lateral(s) delivering the water to the land historically irrigated:_____.
- Identification of any carrier or lateral ditch stock required to deliver these rights:_____.
- Approximate location of pumps, if used: _____.
- Approximate location and size of storage ponds or reservoirs, including tail water ponds, if used: _____.
- How was water applied during the Ownership Period? Sprinkler ____ Furrow ____ Flood ____
- Other/Combination (Describe): _____.

11. During the Ownership Period, did you divert and irrigate with all water available under the Shares?_____. If no, please explain the reason why all water was not taken, approximately how much was not taken, and for how long: _____

12. Other than the Shares, was any other water (including other shares that are in the same Company as the Shares that are the subject of this questionnaire) used to irrigate the farm or parcel on which the Shares are/were used during the Ownership Period? If so, please provide the following information.

- Number of shares: _____
- Ditch Company: _____
- Number of any Irrigation Wells: _____
- Identification and Permit No. of any Irrigation Wells: _____.
- Capacity of Irrigation Wells: _____
- Approximate location of Irrigation Wells: _____.
- Any other water used: _____

13. Describe how the water has been used, including the estimated percentage of the total irrigation supply provided by such water:_____

14. During the Period of Ownership, what crops were grown on the land irrigated by the Shares?

1. Crop: _____ Percentage: _____ Location: _____

2. Crop: _____ Percentage: _____ Location: _____
3. Crop: _____ Percentage: _____ Location: _____
4. Crop: _____ Percentage: _____ Location: _____
5. Crop: _____ Percentage: _____ Location: _____
6. Crop: _____ Percentage: _____ Location: _____

15. Were the lands on which the Shares were used subirrigated? Yes _____ No _____

16. If possible, please provide a map, sketch, or aerial photograph showing locations of
(check if included):

_____ Farm or Parcel
_____ Areas irrigated by the Shares during the Lease Year
_____ Areas irrigated with other water
_____ Lateral ditches, wells, pumps, pipelines, storage reservoirs, or tail water
ponds

I understand that I may be required to sign an affidavit attesting to the accuracy, to the best of my knowledge, of the information provided herein.

Signature: _____ Date: _____

EXHIBIT “D” TO PURCHASE AND SALE AGREEMENT—WATER RIGHTS ONLY
(SELLER)

[See attached Special Warranty Deed]

EXAMPLE DO NOT EXECUTE

WHEN RECORDED RETURN TO:

SPECIAL WARRANTY DEED (Water Rights)

THIS DEED, made this ____ day of _____, 202_, between [NAME OF GRANTOR], whose address is _____ (“Grantor”), and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, whose address, for purposes of this Deed, is 1001 11th Avenue, 2nd Floor, Greeley, Colorado, 80631 (“Grantee”).

WITNESSETH, that Grantor, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, Grantee’s heirs and assigns forever all of the water rights described below (the “Water Rights”):

(a) The water rights represented by [NUMBER OF SHARES] share in the [NAME OF MUTUAL DITCH COMPANY] evidenced by Stock Certificate No. [____] (the “Shares”) and the water derived therefrom.

(b) All beneficial right, title and interest, if any, in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates and all other assets, rights, title or interests represented by said Shares, and in addition, and in no way limited by the foregoing, any and all other right, title or interest in the [NAME OF MUTUAL DITCH COMPANY] represented by said Shares.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained Water Rights, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said Water Rights above bargained and described with the appurtenances, unto the Grantee, the Grantee's heirs and assigns forever. And the Grantor, for the Grantor, the Grantor’s successors and assigns, does covenant and agree that Grantor shall WARRANT AND FOREVER DEFEND the above-bargained Water Rights in the quiet and peaceable possession of the Grantee, the Grantee’s successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this deed on the ____ day of _____, 20__.

Grantor:

By:_____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____, whose signature appear above as the Grantor.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT “E” TO PURCHASE AND SALE AGREEMENT—WATER RIGHTS ONLY
(SELLER)

[See attached Stock Assignments]

EXAMPLE DO NOT EXECUTE

ASSIGNMENT OF SHARES

(Stock Certificate No. ____)

For value received, the receipt, adequacy and sufficiency of which are hereby acknowledged, the undersigned, [SELLER], ("Assignor") hereby sell, assign, and transfer unto the CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation ("Assignee"), _____[X] share(s) of the capital stock, [**MAY NEED TO SPECIFY COMMON OR PREFERRED**] of [COMPANY] which stock is standing in the name of the undersigned on the books and records of the corporation represented by Certificate No. [____], free and clear of all liens, encumbrances and past-due assessments.

Assignors hereby authorize and empower the secretary of [COMPANY] to transfer said certificate, and to effectuate this assignment and transfer on the books of the [COMPANY].

[SELLER]

Dated: _____ By: _____
Name: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT “H-1” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Restrictive Covenant – No Irrigation and Revegetation – Owl Creek Farm)

RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and in order to provide the City of Greeley, a Colorado home rule municipal corporation (“Greeley”), with the maximum benefit available from the present and future use of water pursuant to the water rights described in Exhibit 1 attached hereto and incorporated herein (“Water Rights”), LONGS PEAK DAIRY, LLC, a Colorado limited liability company (“Declarant”), agrees, warrants and covenants on Declarant’s own behalf and on behalf of all successors in interest, that upon notice from Greeley, Declarant shall cease irrigation on the lands owned by Declarant and described in Exhibit 2 attached hereto and incorporated herein (“Land”).

Upon receipt of one hundred and eighty (180) days prior written notice from Greeley, thereafter Declarant and Declarant’s successors in interest shall not irrigate the Land. These covenants shall not prohibit Declarant or Declarant’s successors in interest from irrigating the Land (i) with other water rights which may in the future be transferred to such lands and judicially approved for such use through an appropriate Water Court proceeding, and in accordance with any future water rights applications filed by Greeley or a successor in interest to the Water Rights; (ii) with water from an existing well or wells to be constructed in the future which are authorized to pump pursuant to a Water Court-approved plan for augmentation; (iii) with water which is not tributary to the South Platte River or any of its tributaries; (iv) or with treated potable water supplied by a municipal or quasi-municipal government water provider (“Alternate Water Rights”).

Unless so irrigated, then within two and one half (2½) years from the date Declarant ceases to irrigate the Land or any portion thereof with Alternate Water Rights, Declarant or Declarant’s successors in interest shall also establish, at Declarant’s or Declarant’s successors in interest’s expense, a ground cover of plant life, as such is defined in C.R.S. § 37-92-103(10.5), on the previously irrigated portions of the Land to satisfy any applicable revegetation and noxious weed management provisions as may be required in a final decree obtained by Greeley, or a successor in interest to the Water Rights, from the District Court for Water Division No. 1, State of Colorado, or a successor court, changing certain water rights from agricultural irrigation purposes to other beneficial purposes, pursuant to C.R.S. § 37-92-305(4.5). Previously irrigated portions of the Land means portions of the Land not occupied by roads, buildings, or other structures, which land was cultivated with crops in accordance with these covenants. Declarant, or Declarant’s successors in interest, shall provide notice to Greeley when such revegetation of the Land has been established. Declarant agrees the Land subject to these covenants shall not be planted with crops that are capable of extending roots into the underlying groundwater, including, but not limited to, alfalfa.

Should Declarant or Declarant’s successors in interest fail to comply with its obligations hereunder, Greeley shall have the right to come upon the Land and take all measures necessary to accomplish the Declarant’s obligations hereunder, including but not limited to revegetation and/or noxious weed management on the Land, provided that Greeley shall also have the right to receive full reimbursement of all of its expenses of accomplishing such revegetation or weed management from Declarant or Declarant’s successor in interest. Any and all fees and costs incurred in any necessary action to enforce these covenants by Greeley, including reasonable attorney fees, shall be paid by Declarant. Additionally, Greeley shall have the right to come upon the Land to verify Declarant’s compliance with its obligations hereunder, with any such inspections being at the sole expense of Greeley. All rights to enter upon the Land granted herein shall terminate upon a final determination by the District Court for Water Division No. 1, State of Colorado, under the court’s retained jurisdiction, that no further actions will be necessary in order to satisfy Declarant’s revegetation obligations.

The foregoing covenants shall burden, attach to, and run with the Land and shall be binding upon Declarant and Declarant’s successors, assigns and any other person who acquires an ownership or leasehold interest in all or part of the Land; such covenants also shall benefit, attach to, and run with the Water Rights and shall inure to the benefit of Greeley’s successors, assigns, and any other person who acquires an ownership interest in the Water Rights. Declarant warrants and represents such covenants shall entitle Greeley to the first and prior right to claim credit for the dry-up or non-irrigation of the Land.

The terms and provisions of these covenants shall not expire and shall be perpetual unless specifically released in writing by Greeley or its successors in interest. The terms and provisions of these covenants may not be terminated, modified, or amended without prior written consent of Greeley or its successors in interest. Any notice may be sent to the Declarant by prepaid U.S. Mail to the Declarant at: 45490 County Road 39, Pierce, Colorado 80650.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the _____ day of _____ 2021.

DECLARANT
Longs Peak Dairy, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2021 by _____, as an authorized representative of Longs Peak Dairy, LLC.

Witness my hand and official seal.

Notary Public

My commission expires: _____

When recorded return to:

City of Greeley Water and Sewer Department
Attn: Water Resources Division
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631

EXHIBIT 1
RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

(Description of the Water Rights)

All water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and all other rights and interests represented by five and one-sixths (5-1/6) shares of capital stock in The Water Supply and Storage Company, evidenced by Stock Certificate No. 6576 (for two (2) shares), (Stock Certificate No. 6581 (for one-half (1/2) of a share), Stock Certificate No. 6603 (for five-twelfths (5/12) of a share), Stock Certificate No. 6614 (for two (2) shares), and Stock Certificate No. 6617 (for one-fourth (1/4) of a share).

EXHIBIT 2
RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

(Description of the Land)

PARCEL 1:

(Weld County Parcel No. 055135400002) – Lot D of Recorded Exemption No. 0551-35-4 RE-4888, recorded June 22, 2009 at Reception No. 3631749, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

(Weld County Parcel No. 055135400031) – Lot D of Recorded Exemption No. 0551-35-3 RE-4887, recorded June 22, 2009 at Reception No. 3631748, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

(Weld County Parcel No. 055135100008) – Lot D of Recorded Exemption No. 0551-35-2 RE-4692, recorded December 6, 2007 at Reception No. 3522044, being part of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

(Weld County Parcel No. 055135200025) – Lot D of Recorded Exemption No. 0551-35-2 RECX 15-0003, recorded May 14, 2015 at Reception No. 4107116, being part of the N ½ of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado; containing 121.57 acres more or less.

PARCEL 2:

Lots A, B and C of Recorded Exemption No. 0551-35-2 RE-4693 recorded December 6, 2007 at Reception No. 3522045, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

Lot A of Recorded Exemption No. 0551-35-2 RE-4692 recorded December 6, 2007 at Reception No. 3522044, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

Lot A of Amended Recorded Exemption No. 0551-35-4 AmRE-3698 recorded December 6, 2007 at Reception No. 3522043, being a portion of the South Half of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

EXHIBIT “H-2” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Restrictive Covenant – No Irrigation and Revegetation – Varra Farm)

RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and in order to provide the City of Greeley, a Colorado home rule municipal corporation (“Greeley”), with the maximum benefit available from the present and future use of water pursuant to the water rights described in Exhibit 1 attached hereto and incorporated herein (“Water Rights”), LONGS PEAK DAIRY, LLC, a Colorado limited liability company (“Declarant”), agrees, warrants and covenants on Declarant’s own behalf and on behalf of all successors in interest, that upon notice from Greeley, Declarant shall cease irrigation on the lands owned by Declarant and described in Exhibit 2 attached hereto and incorporated herein (“Land”).

Upon receipt of one hundred and eighty (180) days prior written notice from Greeley, thereafter Declarant and Declarant’s successors in interest shall not irrigate the Land. These covenants shall not prohibit Declarant or Declarant’s successors in interest from irrigating the Land (i) with other water rights which may in the future be transferred to such lands and judicially approved for such use through an appropriate Water Court proceeding, and in accordance with any future water rights applications filed by Greeley or a successor in interest to the Water Rights; (ii) with water from an existing well or wells to be constructed in the future which are authorized to pump pursuant to a Water Court-approved plan for augmentation; (iii) with water which is not tributary to the South Platte River or any of its tributaries; (iv) or with treated potable water supplied by a municipal or quasi-municipal government water provider (“Alternate Water Rights”).

Unless so irrigated, then within two and one half (2½) years from the date Declarant ceases to irrigate the Land or any portion thereof with Alternate Water Rights, Declarant or Declarant’s successors in interest shall also establish, at Declarant’s or Declarant’s successors in interest’s expense, a ground cover of plant life, as such is defined in C.R.S. § 37-92-103(10.5), on the previously irrigated portions of the Land to satisfy any applicable revegetation and noxious weed management provisions as may be required in a final decree obtained by Greeley, or a successor in interest to the Water Rights, from the District Court for Water Division No. 1, State of Colorado, or a successor court, changing certain water rights from agricultural irrigation purposes to other beneficial purposes, pursuant to C.R.S. § 37-92-305(4.5). Previously irrigated portions of the Land means portions of the Land not occupied by roads, buildings, or other structures, which land was cultivated with crops in accordance with these covenants. Declarant, or Declarant’s successors in interest, shall provide notice to Greeley when such revegetation of the Land has been established. Declarant agrees the Land subject to these covenants shall not be planted with crops that are capable of extending roots into the underlying groundwater, including, but not limited to, alfalfa.

Should Declarant or Declarant’s successors in interest fail to comply with its obligations hereunder, Greeley shall have the right to come upon the Land and take all measures necessary to accomplish the Declarant’s obligations hereunder, including but not limited to revegetation and/or noxious weed management on the Land, provided that Greeley shall also have the right to receive full reimbursement of all of its expenses of accomplishing such revegetation or weed management from Declarant or Declarant’s successor in interest. Any and all fees and costs incurred in any necessary action to enforce these covenants by Greeley, including reasonable attorney fees, shall be paid by Declarant. Additionally, Greeley shall have the right to come upon the Land to verify Declarant’s compliance with its obligations hereunder, with any such inspections being at the sole expense of Greeley. All rights to enter upon the Land granted herein shall terminate upon a final determination by the District Court for Water Division No. 1, State of Colorado, under the court’s retained jurisdiction, that no further actions will be necessary in order to satisfy Declarant’s revegetation obligations.

The foregoing covenants shall burden, attach to, and run with the Land and shall be binding upon Declarant and Declarant’s successors, assigns and any other person who acquires an ownership or leasehold interest in all or part of the Land; such covenants also shall benefit, attach to, and run with the Water Rights and shall inure to the benefit of Greeley’s successors, assigns, and any other person who acquires an ownership interest in the Water Rights. Declarant warrants and represents such covenants shall entitle Greeley to the first and prior right to claim credit for the dry-up or non-irrigation of the Land.

The terms and provisions of these covenants shall not expire and shall be perpetual unless specifically released in writing by Greeley or its successors in interest. The terms and provisions of these covenants may not be terminated, modified, or amended without prior written consent of Greeley or its successors in interest. Any notice may be sent to the Declarant by prepaid U.S. Mail to the Declarant at: 45490 County Road 39, Pierce, Colorado 80650.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the _____ day of _____ 2021.

DECLARANT
Longs Peak Dairy, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2021 by _____, as an authorized representative of Longs Peak Dairy, LLC.

Witness my hand and official seal.

Notary Public

My commission expires: _____

When recorded return to:

City of Greeley Water and Sewer Department
Attn: Water Resources Division
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631

EXHIBIT 1
RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

(Description of the Water Rights)

All water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and all other rights and interests represented by two (2) shares of capital stock in The Water Supply and Storage Company, evidenced by Stock Certificate No. 6721.

EXHIBIT 2
RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

(Description of the Land)

The NE ¼ of Section 28, Township 28 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, EXCEPT that portion described in Deed Recorded April 11, 1910 in Book 270 at Page 543.

EXHIBIT “H-3” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Restrictive Covenant – No Irrigation and Revegetation – Hasbrouck Farm)

RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and in order to provide the City of Greeley, a Colorado home rule municipal corporation (“Greeley”), with the maximum benefit available from the present and future use of water pursuant to the water rights described in Exhibit 1 attached hereto and incorporated herein (“Water Rights”), LONGS PEAK DAIRY, LLC, a Colorado limited liability company (“Declarant”), agrees, warrants and covenants on Declarant’s own behalf and on behalf of all successors in interest, that upon notice from Greeley, Declarant shall cease irrigation on the lands owned by Declarant and described in Exhibit 2 attached hereto and incorporated herein (“Land”).

Upon receipt of one hundred and eighty (180) days prior written notice from Greeley, thereafter Declarant and Declarant’s successors in interest shall not irrigate the Land. These covenants shall not prohibit Declarant or Declarant’s successors in interest from irrigating the Land (i) with other water rights which may in the future be transferred to such lands and judicially approved for such use through an appropriate Water Court proceeding, and in accordance with any future water rights applications filed by Greeley or a successor in interest to the Water Rights; (ii) with water from an existing well or wells to be constructed in the future which are authorized to pump pursuant to a Water Court-approved plan for augmentation; (iii) with water which is not tributary to the South Platte River or any of its tributaries; (iv) or with treated potable water supplied by a municipal or quasi-municipal government water provider (“Alternate Water Rights”).

Unless so irrigated, then within two and one half (2½) years from the date Declarant ceases to irrigate the Land or any portion thereof with Alternate Water Rights, Declarant or Declarant’s successors in interest shall also establish, at Declarant’s or Declarant’s successors in interest’s expense, a ground cover of plant life, as such is defined in C.R.S. § 37-92-103(10.5), on the previously irrigated portions of the Land to satisfy any applicable revegetation and noxious weed management provisions as may be required in a final decree obtained by Greeley, or a successor in interest to the Water Rights, from the District Court for Water Division No. 1, State of Colorado, or a successor court, changing certain water rights from agricultural irrigation purposes to other beneficial purposes, pursuant to C.R.S. § 37-92-305(4.5). Previously irrigated portions of the Land means portions of the Land not occupied by roads, buildings, or other structures, which land was cultivated with crops in accordance with these covenants. Declarant, or Declarant’s successors in interest, shall provide notice to Greeley when such revegetation of the Land has been established. Declarant agrees the Land subject to these covenants shall not be planted with crops that are capable of extending roots into the underlying groundwater, including, but not limited to, alfalfa.

Should Declarant or Declarant’s successors in interest fail to comply with its obligations hereunder, Greeley shall have the right to come upon the Land and take all measures necessary to accomplish the Declarant’s obligations hereunder, including but not limited to revegetation and/or noxious weed management on the Land, provided that Greeley shall also have the right to receive full reimbursement of all of its expenses of accomplishing such revegetation or weed management from Declarant or Declarant’s successor in interest. Any and all fees and costs incurred in any necessary action to enforce these covenants by Greeley, including reasonable attorney fees, shall be paid by Declarant. Additionally, Greeley shall have the right to come upon the Land to verify Declarant’s compliance with its obligations hereunder, with any such inspections being at the sole expense of Greeley. All rights to enter upon the Land granted herein shall terminate upon a final determination by the District Court for Water Division No. 1, State of Colorado, under the court’s retained jurisdiction, that no further actions will be necessary in order to satisfy Declarant’s revegetation obligations.

The foregoing covenants shall burden, attach to, and run with the Land and shall be binding upon Declarant and Declarant’s successors, assigns and any other person who acquires an ownership or leasehold interest in all or part of the Land; such covenants also shall benefit, attach to, and run with the Water Rights and shall inure to the benefit of Greeley’s successors, assigns, and any other person who acquires an ownership interest in the Water Rights. Declarant warrants and represents such covenants shall entitle Greeley to the first and prior right to claim credit for the dry-up or non-irrigation of the Land.

The terms and provisions of these covenants shall not expire and shall be perpetual unless specifically released in writing by Greeley or its successors in interest. The terms and provisions of these covenants may not be terminated, modified, or amended without prior written consent of Greeley or its successors in interest. Any notice may be sent to the Declarant by prepaid U.S. Mail to the Declarant at: 45490 County Road 39, Pierce, Colorado 80650.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the _____ day of _____ 2021.

DECLARANT
Longs Peak Dairy, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2021 by _____, as an authorized representative of Longs Peak Dairy, LLC.

Witness my hand and official seal.

Notary Public

My commission expires: _____

When recorded return to:

City of Greeley Water and Sewer Department
Attn: Water Resources Division
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631

EXHIBIT 1
RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

(Description of the Water Rights)

All water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and all other rights and interests represented by two and one-quarter (2.25) shares of capital stock in The Water Supply and Storage Company, evidenced by Stock Certificate No. 6698.

EXHIBIT 2
RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

(Description of the Land)

PARCEL 1

The East 1/3 of the Northwest ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, being 52.631 acres more or less.¹ With regard to Parcel 1 of the Land, Declarant is subject to a Dry-Up Covenant granted by his predecessor-in-interest to the City of Thornton dated Aug. 1, 2008 and recorded at Reception No. 7372054 of the Weld County Clerk and Recorder's office; and

PARCEL 2

Lot B of Recorded Exemption No. 0551-22-4-RE 620, recorded June 15, 1983 in Book 999 at Reception No. 01930309, being a part of the Southeast ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, being 151.967 acres more or less; and

PARCEL 3

Lot B of Amended Recorded Exemption No. 0551-22-3-AMRE 1907, recorded February 26, 2001 at Reception No. 2827884, being a part of the East ½ of the Southwest ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado;

Also described as: The East Half of the Southwest Quarter of Section 22, Township 8 North, Range 65 West of the 6th Principal Meridian, County of Weld, State of Colorado, EXCEPT that parcel described as Lot A of Amended Recorded Exception No. 0551-22-3-AMRE 1907 recorded February 26, 2001 at Reception No. 2827884, being a part of the E ½ of the SW ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., and EXCEPT that parcel described as Subdivision Exemption No. 593, recorded July 10, 1996 in Book 1555 at Reception No. 2500336, County of Weld, State of Colorado. Said described parcel being 75.623 acres, more or less.

¹ Parcel 1 and 10 acres in Parcel 2 are subject to a dry up covenant dated August 1, 2008 granted to the City of Thornton by Hasbrouck Holdings, LLC and recorded in the Weld County Clerk and Recorder's Office at Reception No. 7372054 ("Thornton Dry-Up Covenant). At the time the City gives notice to the Declarant to cease irrigation, the Declarant shall cease irrigation on all land described herein, including, if applicable, those lands subject to the Thornton Dry-Up Covenant. However, the City shall not claim the lands subject to the Thornton Dry-Up Covenant in any future water court application to change the subject Water Rights.

EXHIBIT “I-1” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached 20 – Year Water Rights Leaseback for Shares Associated with the Owl Creek Farm)

IRRIGATION WATER LEASE AGREEMENT
(Owl Creek Farm WSSC Rights)

This IRRIGATION WATER LEASE AGREEMENT ("Agreement") is entered into this ____ day of _____ 2021, by and between the CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise, whose address is 1001 11th Avenue, Second Floor, Greeley, Colorado 80631 ("Greeley"), and LONGS PEAK DAIRY, LLC, a Colorado limited liability company whose address is 45490 County Road 39, Pierce, Colorado 80650 ("Lessee").

RECITALS

WHEREAS, Greeley owns those certain water rights, including the transmountain return flows associated with such rights, represented by five and one-sixths (5-1/6) shares of capital stock in The Water Supply and Storage Company, previously evidenced by (i) Stock Certificate No. 6576 (for two (2) shares), (ii) Stock Certificate No. 6581 (for one-half (1/2) of a share), (iii) Stock Certificate No. 6603 (for five-twelfths (5/12) of a share), (vi) Stock Certificate No. 6614 (for two (2) shares), and (v) Stock Certificate No. 6617 (for one-fourth (1/4) of a share); five and one-sixth (5-1/6) shares of capital stock in The Lone Tree Lateral Company, previously evidenced by Stock Certificate No. 230 (for five and one-sixth (5-1/6) shares of the total represented six (6) shares); and five and one-sixth (5-1/6) shares of stock in The Collins Ditch Company, previously evidenced by Stock Certificate No. 844 (for five and one-sixth (5-1/6) shares of the total represented six (6) shares) (collectively "Water Rights"); and

WHEREAS, Lessee desires to lease the Water Rights from Greeley for agricultural irrigation on certain parcels of real property consisting of approximately ____ acres and more particularly described on Exhibit A, attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, Lessee also desires to utilize the transmountain return flows associated with the Water Rights to augment out-of-priority depletions, as is allowed and more particularly described by the 2003CW089 decree entered by the District Court, Water Division No. 1, on January 14, 2009 ("LOMAC Decree"); and

WHEREAS, Greeley is willing to lease the Water Rights to Lessee for agricultural irrigation on the Property and augmentation of out-of-priority depletions in accordance with the LOMAC Decree;

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

AGREEMENT

1. Water Rights Lease. Greeley hereby leases to Lessee, and Lessee hereby leases from Greeley, the above-described Water Rights for the purpose of agricultural irrigation on the Property and augmentation of out-of-priority depletions in accordance with the LOMAC Decree.

2. Term of Lease. The term of this Agreement begins on the date of mutual execution and ends after a period of twenty (20) years ("Initial Term"). At the end of this Initial Term, this Agreement shall renew automatically on an annual basis for five (5) subsequent terms of one (1) year each ("Renewal Terms"), unless Greeley or Lessee transmits written notice of nonrenewal on or before November 1 of the preceding calendar year. Lessee may terminate this Agreement during the Initial Term, prior to any irrigation season, for any reason by delivering two years' advance written notice to Greeley. Greeley may terminate this Agreement during the Initial Term, prior to any irrigation season, by delivering advance written notice to Lessee on or before November 1 of the preceding calendar year, if Greeley determines in its sole discretion that the Water Rights are needed for any municipal purpose, or if Greeley is required to cease irrigation with the Water Rights by the terms and conditions

of a water court decree. Refer to Section 12 for provisions relating to termination for cause, and to Section 14 regarding good faith negotiations to renew after this Agreement expires.

3. Annual Lease Amount and Administrative Fee. Lessee shall pay to Greeley an Annual Lease Amount equal to all assessments, charges, and other expenses due and attributable to the Water Rights paid by Greeley to The Water Supply and Storage Company. Lessee is entitled to use of the transmountain return flows associated with the Water Rights under this Agreement, but the Annual Lease Amount shall not be reduced to reflect rebates or other credits attributable to leasing the transmountain return flows associated with the Water Rights. Lessee shall also pay to Greeley an Annual Administrative Fee equal to ten percent of that year's Annual Lease Amount, provided, however, that the Annual Administrative Fee shall not exceed five-hundred dollars (\$500.00). Greeley will provide an invoice of the Annual Lease Amount and Annual Administrative Fee to Lessee, and Lessee shall deliver payment of that total amount to Greeley no later than (i) May 15 of the then current irrigation year, or (ii) within fifteen days of receipt of such invoice from Greeley. Lessee shall also remit to Greeley an additional charge equal to fifteen percent of the Annual Lease Amount for every thirty days that payment required under this Agreement is late.

4. Use of Water Rights. Lessee shall use the water delivered pursuant to the Water Rights only for agricultural irrigation on the Property and augmentation of out-of-priority depletions in accordance with the LOMAC Decree. Lessee shall not use the Water Rights for any other uses. Lessee shall not use the water delivered pursuant to the Water Rights on any land other than the Property. Lessee shall use the Water Rights in accordance with all rules, regulations, bylaws and policies of The Water Supply and Storage Company, Collins Ditch Company, and Lone Tree Lateral Company. Lessee shall comply with Title 14 (or any successor section) of the Greeley Municipal Code, and all rules, regulations, and laws of the State of Colorado pertaining to use of the Water Rights. Lessee shall take and use the water delivered pursuant to the Water Rights to the fullest extent possible, and shall undertake no action that could be construed as abandonment of the Water Rights or could cause in part or in whole a reduction in the use of the Water Rights. Lessee shall provide advance written notice to Greeley of at least thirty days if they no longer intend to irrigate the entirety of the Property with the Water Rights. Absent written consent from Greeley, Lessee shall not use any water, water rights, ditches, ditch rights, wells, well rights, well permits, carriage rights, reservoirs, or reservoir rights to irrigate the Property, other than water yielded pursuant to the Water Rights.

5. Affidavit of Beneficial Use and Water Court Proceedings. Lessee agrees to deliver to Greeley, on or before May 15 of each calendar year, a completed Beneficial Use Affidavit and Questionnaire, in the form attached hereto as Exhibit B. Lessee acknowledges that Greeley may file an application to change the use of the Water Rights with the Division 1 Water Court for the State Colorado during the term of this Agreement. Lessee agrees to cooperate with Greeley and its agents or representatives in the review and analysis of the historical use of the Water Rights. Upon request from Greeley, Lessee shall provide information regarding use of the Water Rights and reasonable access to the Property during and in preparation for any proceeding before the Division 1 Water Court.

6. Restriction on Sublease and Assignment. Lessee shall not rent, sublet, or otherwise convey the right to use the Water Rights. Lessee shall not assign this Agreement, except to a successive owner or operator of the Property for agricultural irrigation of the Property, and only with written consent from Greeley. Lessee shall request consent from Greeley prior to any purported assignment of this Agreement by advance written notice of at least thirty days. Such consent may be given or withheld in the sole discretion of Greeley.

7. No Vested Interest in Shares or Joint Venture. This Agreement is made expressly subject to Section 17-4 of the Charter of the City of Greeley. Greeley grants no interest in the Water Rights to the Lessee other than as explicitly set forth in this Agreement. Lessee shall make no claim to any rights, title, or interest in the Water Rights other than as explicitly set forth in this Agreement. This Agreement does not create a partnership or joint

venture of any kind between the parties, and the Lessee shall bear the entirety of any loss, cost, or expense incurred through their use of the Water Rights on the Property.

8. No Guarantee of Yield. Lessee is entitled to receive the amount of water yielded by the Water Rights, subject to the terms and conditions in this Agreement. Greeley makes no warranty, guarantee, or representation of any kind regarding the quality or physical yield of water to be delivered pursuant to the Water Rights. Lessee shall not hold Greeley liable for any failure in delivery of the water pursuant to the Water Rights, including, but not limited to, that caused by force of nature or failure of water supply infrastructure.

9. Maintenance of Infrastructure. Lessee shall maintain the lateral ditches, headgates, and other personal property necessary to deliver water pursuant to the Water Rights at Lessee's own cost and expense. Lessee shall make all repairs and restorations necessary to keep the lateral ditches, headgates, and other personal property in good working condition during the term of this Agreement.

10. Indemnification; Immunity. Lessee agrees to exercise Lessee's rights under this Agreement at Lessee's own risk. Lessee shall indemnify and hold harmless Greeley from and against any cost, expense, or liability arising out of or relating to Lessee's exercise of its rights or obligations under this Agreement, including, without limitation, the use of the Water Rights. Nothing in this Agreement is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as applicable now or hereafter amended.

11. Notice. All notices to be given under this Agreement shall be (1) sent by certified or registered mail, return receipt requested, or (2) hand-delivered at the addresses set forth above. Lessee shall provide written notice to Greeley if the appropriate contact information changes.

12. Default and Termination. If either Greeley or Lessee fails to comply with a term or condition herein, such failure constitutes a default of this Agreement. The non-defaulting party may declare the default by providing written notice to the defaulting party in accordance with Paragraph 11 above. Upon receipt of this notice of default, the defaulting party will have fifteen days within which to cure the default. If, in the sole discretion of the non-defaulting party, the default remains uncured after the aforementioned fifteen-day cure period, or after any written extension thereof mutually agreed upon by the parties, the non-defaulting party may declare the Agreement terminated by written notice in accordance with Paragraph 11 above.

(a) Notwithstanding the above, failure by the Lessee to comply with the terms and conditions of Paragraphs 3, 4 or Paragraph 6 of this Agreement constitutes a material breach. In the event that the Lessee commits a material breach, Greeley may immediately terminate this Agreement by written notice to Lessee.

(b) The failure of either party to declare a default or material breach does not establish a precedent or constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement.

13. Cessation of Irrigation. Upon expiration or termination of this Agreement, Lessee shall immediately cease agricultural irrigation of the Property with the Water Rights.

14. Good Faith Negotiation of Lease Renewal upon Expiration. Greeley acknowledges that it will be open to discussing new or renewal leases in good faith after the expiration of the Initial Term and all subsequent Renewal Terms, if the Water Rights are available for continued irrigation use at that time. Lessee understands and acknowledges that this representation is non-binding, but intended to represent the desire of Greeley and Lessee to negotiate a new or renewal lease in good faith after this Agreement expires. Nothing in this paragraph shall be interpreted to create an obligation on the part of Greeley or Lessee to renew this Agreement after its expiration or termination.

15. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any parties other than Lessee and Greeley, or their respective permissible successors in interest.

16. Recovery of Costs and Fees. In addition to any remedies otherwise available, a party that is successful in a legal action commenced against the other due to a default or material breach of this Agreement may recover from the defaulting party reasonable costs and attorneys' fees incurred during the course of such legal action.

17. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any action arising out of this Agreement is the District Court for Weld County, Colorado, or the Division 1 Water Court for the State of Colorado.

18. Severability. In the event a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate any other provision herein, and the remainder of the Agreement should be interpreted in accordance with the intent of the parties.

19. Integration. This Agreement constitutes a complete integration of the understanding and agreement between Greeley and Lessee with respect to the subject matter herein, and supersedes all other lease agreements regarding the Water Rights. No representations, negotiations, or warranties, express or implied, exist between Greeley and Lessee except as explicitly set forth in this Agreement. This Agreement may only be modified in a written form duly authorized, approved, and executed by Greeley and Lessee.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by electronic means. The parties agree to accept and be bound by signatures hereto delivered by electronic means.

21. Recording. Lessee shall not record this Agreement in the real property records of any jurisdiction. This Agreement is not intended to run with the land as a covenant burdening real property.

IN WITNESS WHEREOF, the undersigned parties have executed this Irrigation Water Lease Agreement on the date first set forth above.

LESSEE
LONGS PEAK DAIRY, LLC

By: _____

Date: _____

Name: _____

Title: _____

CITY OF GREELEY,
a Colorado home rule municipal corporation
acting by and through its Water Enterprise

By: _____
Mayor

Date: _____

ATTEST

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021
by _____, as _____ of the Lessee, Longs Peak Dairy, LLC.

Witness my hand and official seal.

Notary Public
My commission expires: _____

EXHIBIT A
IRRIGATION WATER LEASE AGREEMENT
(Description of the Property)

Owl Creek Farm

PARCEL 1:

(Weld County Parcel No. 055135400002) – Lot D of Recorded Exemption No. 0551-35-4 RE-4888, recorded June 22, 2009 at Reception No. 3631749, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

(Weld County Parcel No. 055135400031) – Lot D of Recorded Exemption No. 0551-35-3 RE-4887, recorded June 22, 2009 at Reception No. 3631748, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

(Weld County Parcel No. 055135100008) – Lot D of Recorded Exemption No. 0551-35-2 RE-4692, recorded December 6, 2007 at Reception No. 3522044, being part of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

(Weld County Parcel No. 055135200025) – Lot D of Recorded Exemption No. 0551-35-2 RECX 15-0003, recorded May 14, 2015 at Reception No. 4107116, being part of the N ½ of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado; containing 121.57 acres more or less.

PARCEL 2:

Lots A, B and C of Recorded Exemption No. 0551-35-2 RE-4693 recorded December 6, 2007 at Reception No. 3522045, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

Lot A of Recorded Exemption No. 0551-35-2 RE-4692 recorded December 6, 2007 at Reception No. 3522044, being a portion of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

Lot A of Amended Recorded Exemption No. 0551-35-4 AmRE-3698 recorded December 6, 2007 at Reception No. 3522043, being a portion of the South Half of Section 35, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

EXHIBIT B
IRRIGATION WATER LEASE AGREEMENT
(Beneficial Use Affidavit and Questionnaire)

ANNUAL AFFIDAVIT OF BENEFICIAL USE OF WATER RIGHTS

DESCRIPTION OF WATER RIGHTS:

Ditch or Reservoir Company: _____
Shares or Interest: _____

Name and address of owner and user of water rights:

Owner: City of Greeley
Water and Sewer Department
1001 11th Avenue, Second Floor
Greeley, Colorado 80631

User(s): _____

Year water rights were used as described: _____

DESCRIPTION OF IRRIGATED LAND:

Legal description and size/acreage of land irrigated by above-mentioned water rights:

_____.

Name and address of owner(s) of above-mentioned irrigated land if different from owner or user of the water rights:_____.

I have not intended to abandon the aforementioned water rights during my period of use. I state that the information contained here and in the attached Questionnaire Regarding Use of Water Shares, which is incorporated herein by reference, is known to me and is correct.

The undersigned _____, having personal knowledge of the irrigation of the above described lands by virtue of being the owner and/or person who has farmed and irrigated those lands, being first duly sworn, hereby states that the information provided in this statement is true and accurate.

Signed and dated this ____ day of _____, 20__.

[AFFIANT]

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

QUESTIONNAIRE REGARDING USE OF WATER SHARES

*The person completing this questionnaire need not necessarily be the Lessee,
but must have personal knowledge of the information provided*

1. Name: _____
Mailing Address: _____

Telephone: _____
Facsimile: _____
Email Address: _____

2. The information provided below pertains to ____ shares of the _____ Company, represented by Certificate No. _____ (hereinafter "Shares").

3. Did you use the Shares pursuant to a Lease Agreement? _____
Date of the Lease: _____
Name of Lessee (if different from Question 1): _____
Name of Lessor: _____

4. The information in this questionnaire relates to my use of the Shares during the [20__] irrigation season (hereinafter "Lease Year").

5. Do you still own the farm or parcel irrigated by these Shares? _____

6. Was your use of the Shares during the Lease Year consistent with all terms and conditions of the Lease Agreement and with the bylaws, rules, regulations, and policies of the ditch company? _____

7. What is the legal description of the farm or parcel on which these Shares were used?

8. What is the total size of the farm or parcel? _____ acres.

9. What is the size of the area(s) on the farm or parcel that was irrigated? _____ acres.

10. What is the size of the area(s) on the farm or parcel that was irrigated using water from the Shares? _____ acres.

11. Please provide the following information regarding how the water from these Shares is delivered.

- Location and ID Number of the head gate at the main ditch: _____.
- Name and general location of any lateral(s) delivering the water to the land historically irrigated: _____.
- Identification of any carrier or lateral ditch stock required to deliver these rights: _____.
- Approximate location of pumps, if used: _____.
- Approximate location and size of storage ponds or reservoirs, including tail water ponds, if used: _____.

12. How was water applied during the Lease Year? Sprinkler _____ Furrow _____ Flood _____
Other/Combination (Describe): _____.

13. What was the irrigation season for the Lease Year? Start Date: _____ Stop Date: _____

14. During the Lease Year, did you divert and irrigate with all water available under the Shares? _____.
If no, please explain the reason why all water was not taken, approximately how much was not taken, and for how long: _____

15. Other than the Shares leased, was any other water (including other shares that are in the same Company as the Shares that are the subject of this questionnaire) used to irrigate the farm or parcel on which the Shares are/were used during the Lease Year? If so, please provide the following information.

- Number of shares: _____
- Ditch Company: _____
- Number of any Irrigation Wells: _____
- Identification and Permit No. of any Irrigation Wells: _____.
- Capacity of Irrigation Wells: _____
- Approximate location of Irrigation Wells: _____.
- Any other water used: _____

16. Describe how the water has been used, including the estimated percentage of the total irrigation supply provided by such water: _____.

17. During the Lease Year, what crops were grown on the land irrigated by the Shares?

1. Crop: _____ Percentage: _____ Location: _____
2. Crop: _____ Percentage: _____ Location: _____

3. Crop: _____ Percentage: _____ Location: _____
4. Crop: _____ Percentage: _____ Location: _____
5. Crop: _____ Percentage: _____ Location: _____
6. Crop: _____ Percentage: _____ Location: _____

18. Were the lands on which the Shares were used subirrigated? Yes _____ No _____

19. If possible, please provide a map, sketch, or aerial photograph showing locations of (*check if included*):

- _____ Farm or Parcel
_____ Areas irrigated by the Shares during the Lease Year
_____ Areas irrigated with other water
_____ Lateral ditches, wells, pumps, pipelines, storage reservoirs, or tail water ponds

I understand that I may be required to sign an affidavit attesting to the accuracy, to the best of my knowledge, of the information provided herein.

Signature: _____ Date: _____

EXHIBIT “I-2” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Leaseback for Shares Associated with the Varra Farm)

IRRIGATION WATER LEASE AGREEMENT
(Varra Farm WSSC Rights)

This IRRIGATION WATER LEASE AGREEMENT (“Agreement”) is entered into this ____ day of _____ 2021, by and between the CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise, whose address is 1001 11th Avenue, Second Floor, Greeley, Colorado 80631 (“Greeley”), and LONGS PEAK DAIRY, LLC, a Colorado limited liability company whose address is 45490 County Road 39, Pierce, Colorado 80650 (“Lessee”).

RECITALS

WHEREAS, Greeley owns those certain water rights represented by two (2) shares of capital stock in The Water Supply and Storage Company (“WSSC”) (Stock Certificate No. 6721), two (2) shares of capital stock in the Collins Ditch Company (Stock Certificate No. 858), and two (2) shares of capital stock in the Lone Tree Lateral Company (Stock Certificate No. 252) (collectively “Water Rights”); and

WHEREAS, Lessee desires to lease the Water Rights from Greeley for agricultural irrigation on a parcel of real property consisting of approximately 156 acres and more particularly described as:

The NE ¼ of Section 28, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, EXCEPT that portion described in Deed recorded April 11, 1910 in Book 270 at Page 543 (“Property”); and

WHEREAS, Greeley is willing to lease the Water Rights to Lessee for agricultural irrigation on the Property;

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

AGREEMENT

1. Water Rights Lease. Greeley hereby leases to Lessee, and Lessee hereby leases from Greeley, the native component of the above-described Water Rights for the purpose of agricultural irrigation on the Property.

2. Term of Lease. The term of this Agreement begins on the date of mutual execution and ends after a period of ten (10) years (“Initial Term”). At the end of this Initial Term, this Agreement shall renew automatically on an annual basis for five (5) subsequent terms of one (1) year each (“Renewal Terms”), unless Greeley or Lessee transmits written notice of nonrenewal on or before November 1 of the preceding calendar year. Lessee may terminate this Agreement during the Initial Term, prior to any irrigation season, for any reason by delivering two years’ advance written notice to Greeley. Greeley may terminate this Agreement during the Initial Term, prior to any irrigation season, by delivering advance written notice to Lessee on or before November 1 of the preceding calendar year, if Greeley determines in its sole discretion that the Water Rights are needed for any municipal purpose, or if Greeley is required to cease irrigation with the Water Rights by the terms and conditions of a water court decree. Additionally, refer to Section 12 for provisions relating to termination for cause.

3. Annual Lease Amount and Administrative Fee. Lessee shall pay to Greeley an Annual Lease Amount equal to all assessments, charges, and other expenses due and attributable to the Water Rights paid by Greeley to The Water Supply and Storage Company. The Annual Lease Amount shall not be reduced to reflect rebates or other credits attributable to the transmountain return flows associated with the Water Rights. Lessee shall also pay to Greeley an Annual Administrative Fee equal to ten percent of that year’s Annual Lease Amount, provided, however, that the Annual Administrative Fee shall not exceed five-hundred dollars (\$500.00). Greeley will provide an invoice of the Annual Lease Amount and Annual Administrative Fee to Lessee, and Lessee shall

deliver payment of that total amount to Greeley no later than (i) May 15 of the then current irrigation year, or (ii) within fifteen days of receipt of such invoice from Greeley. Lessee shall also remit to Greeley an additional charge equal to fifteen percent of the Annual Lease Amount for every thirty days that payment required under this Agreement is late.

4. Use of Water Rights. Lessee shall use the water delivered pursuant to the Water Rights only for agricultural irrigation on the Property. Lessee shall not use the Water Rights for any other uses. Lessee shall not use the water delivered pursuant to the Water Rights on any land other than the Property. Lessee shall use the Water Rights in accordance with all rules, regulations, bylaws and policies of The Water Supply and Storage Company, Collins Ditch Company, and Lone Tree Lateral Company. Lessee shall comply with Title 14 (or any successor section) of the Greeley Municipal Code, and all rules, regulations, and laws of the State of Colorado pertaining to use of the Water Rights. Lessee shall take and use the water delivered pursuant to the Water Rights to the fullest extent possible, and shall undertake no action that could be construed as abandonment of the Water Rights or could cause in part or in whole a reduction in the use of the Water Rights. Lessee shall provide advance written notice to Greeley of at least thirty days if they no longer intend to irrigate the entirety of the Property with the Water Rights. Absent written consent from Greeley, Lessee shall not use any water, water rights, ditches, ditch rights, wells, well rights, well permits, carriage rights, reservoirs, or reservoir rights to irrigate the Property, other than water yielded pursuant to the Water Rights.

5. Affidavit of Beneficial Use and Water Court Proceedings. Lessee agrees to deliver to Greeley, on or before May 15 of each calendar year, a completed Beneficial Use Affidavit and Questionnaire, in the form attached hereto as Exhibit A. Lessee acknowledges that Greeley may file an application to change the use of the Water Rights with the Division 1 Water Court for the State Colorado during the term of this Agreement. Lessee agrees to cooperate with Greeley and its agents or representatives in the review and analysis of the historical use of the Water Rights. Upon request from Greeley, Lessee shall provide information regarding use of the Water Rights and reasonable access to the Property during and in preparation for any proceeding before the Division 1 Water Court.

6. Restriction on Sublease and Assignment. Lessee shall not rent, sublet, or otherwise convey the right to use the Water Rights. Lessee shall not assign this Agreement, except to a successive owner or operator of the Property for agricultural irrigation of the Property, and only with written consent from Greeley. Lessee shall request consent from Greeley prior to any purported assignment of this Agreement by advance written notice of at least thirty days. Such consent may be given or withheld in the sole discretion of Greeley.

7. No Vested Interest in Shares or Joint Venture. This Agreement is made expressly subject to Section 17-4 of the Charter of the City of Greeley. Greeley grants no interest in the Water Rights to the Lessee other than as explicitly set forth in this Agreement. Lessee shall make no claim to any rights, title, or interest in the Water Rights other than as explicitly set forth in this Agreement. This Agreement does not create a partnership or joint venture of any kind between the parties, and the Lessee shall bear the entirety of any loss, cost, or expense incurred through their use of the Water Rights on the Property.

8. No Guarantee of Yield. Lessee is entitled to receive the amount of water yielded by the Water Rights, subject to the terms and conditions in this Agreement. Greeley makes no warranty, guarantee, or representation of any kind regarding the quality or physical yield of water to be delivered pursuant to the Water Rights. Lessee shall not hold Greeley liable for any failure in delivery of the water pursuant to the Water Rights, including, but not limited to, that caused by force of nature or failure of water supply infrastructure.

9. Maintenance of Infrastructure. Lessee shall maintain the lateral ditches, headgates, and other personal property necessary to deliver water pursuant to the Water Rights at Lessee's own cost and expense. Lessee shall make all repairs and restorations necessary to keep the lateral ditches, headgates, and other personal property in good working condition during the term of this Agreement.

10. Indemnification; Immunity. Lessee agrees to exercise Lessee's rights under this Agreement at Lessee's own risk. Lessee shall indemnify and hold harmless Greeley from and against any cost, expense, or liability arising out of or relating to Lessee's exercise of its rights under this Agreement, including, without limitation, the use of the Water Rights. Nothing in this Agreement is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as applicable now or hereafter amended.

11. Notice. All notices to be given under this Agreement shall be (1) sent by certified or registered mail, return receipt requested, or (2) hand-delivered at the addresses set forth above. Lessee shall provide written notice to Greeley if the appropriate contact information changes.

12. Default and Termination. If either Greeley or Lessee fails to comply with a term or condition herein, such failure constitutes a default of this Agreement. The non-defaulting party may declare the default by providing written notice to the defaulting party in accordance with Paragraph 11 above. Upon receipt of this notice of default, the defaulting party will have fifteen days within which to cure the default. If, in the sole discretion of the non-defaulting party, the default remains uncured after the aforementioned fifteen-day cure period, or after any written extension thereof mutually agreed upon by the parties, the non-defaulting party may declare the Agreement terminated by written notice in accordance with Paragraph 11 above.

(a) Notwithstanding the above, failure by the Lessee to comply with the terms and conditions of Paragraphs 3, 4 or Paragraph 6 of this Agreement constitutes a material breach. In the event that the Lessee commits a material breach, Greeley may immediately terminate this Agreement by written notice to Lessee.

(b) The failure of either party to declare a default or material breach does not establish a precedent or constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement.

13. Cessation of Irrigation. Upon expiration or termination of this Agreement, Lessee shall immediately cease agricultural irrigation of the Property with the Water Rights.

14. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any parties other than Lessee and Greeley, or their respective permissible successors in interest.

15. Recovery of Costs and Fees. In addition to any remedies otherwise available, a party that is successful in a legal action commenced against the other due to a default or material breach of this Agreement may recover from the defaulting party reasonable costs and attorneys' fees incurred during the course of such legal action.

16. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any action arising out of this Agreement is the District Court for Weld County, Colorado, or the Division 1 Water Court for the State of Colorado.

17. Severability. In the event a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate any other provision herein, and the remainder of the Agreement should be interpreted in accordance with the intent of the parties.

18. Integration. This Agreement constitutes a complete integration of the understanding and agreement between Greeley and Lessee with respect to the subject matter herein, and supersedes all other lease agreements regarding the Water Rights. No representations, negotiations, or warranties, express or implied, exist between

Greeley and Lessee except as explicitly set forth in this Agreement. This Agreement may only be modified in a written form duly authorized, approved, and executed by Greeley and Lessee.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by electronic means. The parties agree to accept and be bound by signatures hereto delivered by electronic means.

20. Recording. Lessee shall not record this Agreement in the real property records of any jurisdiction. This Agreement is not intended to run with the land as a covenant burdening real property.

IN WITNESS WHEREOF, the undersigned parties have executed this Irrigation Water Lease Agreement on the date first set forth above.

LESSEE
LONGS PEAK DAIRY, LLC

By: _____
Name: _____
Title: _____

Date: _____

CITY OF GREELEY,
a Colorado home rule municipal corporation
acting by and through its Water Enterprise

By: _____
Mayor

Date: _____

ATTEST

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2021
by _____, as _____ of the Lessee, Longs Peak Dairy, LLC.

Witness my hand and official seal.

Notary Public
My commission expires: _____

EXHIBIT A
IRRIGATION WATER LEASE AGREEMENT
(Beneficial Use Affidavit and Questionnaire)

ANNUAL AFFIDAVIT OF BENEFICIAL USE OF WATER RIGHTS

DESCRIPTION OF WATER RIGHTS:

Ditch or Reservoir Company: _____
Shares or Interest: _____

Name and address of owner and user of water rights:

Owner: City of Greeley
Water and Sewer Department
1001 11th Avenue, Second Floor
Greeley, Colorado 80631

User(s): _____

Year water rights were used as described: _____

DESCRIPTION OF IRRIGATED LAND:

Legal description and size/acreage of land irrigated by above-mentioned water rights:

_____.

Name and address of owner(s) of above-mentioned irrigated land if different from owner or user of the water rights:_____.

I have not intended to abandon the aforementioned water rights during my period of use. I state that the information contained here and in the attached Questionnaire Regarding Use of Water Shares, which is incorporated herein by reference, is known to me and is correct.

The undersigned _____, having personal knowledge of the irrigation of the above described lands by virtue of being the owner and/or person who has farmed and irrigated those lands, being first duly sworn, hereby states that the information provided in this statement is true and accurate.

Signed and dated this ____ day of _____, 20__.

[AFFIANT]

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by
_____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

QUESTIONNAIRE REGARDING USE OF WATER SHARES

*The person completing this questionnaire need not necessarily be the Lessee,
but must have personal knowledge of the information provided*

1. Name: _____
Mailing Address: _____
Telephone: _____
Facsimile: _____
Email Address: _____

2. The information provided below pertains to _____ shares of the _____ Company, represented by Certificate No. _____ (hereinafter "Shares").

3. Did you use the Shares pursuant to a Lease Agreement? _____
Date of the Lease: _____
Name of Lessee (if different from Question 1): _____
Name of Lessor: _____

4. The information in this questionnaire relates to my use of the Shares during the [20__] irrigation season (hereinafter "Lease Year").

5. Do you still own the farm or parcel irrigated by these Shares? _____

6. Was your use of the Shares during the Lease Year consistent with all terms and conditions of the Lease Agreement and with the bylaws, rules, regulations, and policies of the ditch company? _____

7. What is the legal description of the farm or parcel on which these Shares were used?

8. What is the total size of the farm or parcel? _____ acres.

9. What is the size of the area(s) on the farm or parcel that was irrigated? _____ acres.

10. What is the size of the area(s) on the farm or parcel that was irrigated using water from the Shares? _____ acres.

11. Please provide the following information regarding how the water from these Shares is delivered.
 - Location and ID Number of the head gate at the main ditch: _____
 - Name and general location of any lateral(s) delivering the water to the land historically irrigated: _____
 - Identification of any carrier or lateral ditch stock required to deliver these rights: _____
 - Approximate location of pumps, if used: _____

- Approximate location and size of storage ponds or reservoirs, including tail water ponds, if used:

_____.

12. How was water applied during the Lease Year? Sprinkler _____ Furrow _____ Flood _____
Other/Combination (Describe): _____.

13. What was the irrigation season for the Lease Year? Start Date: _____ Stop Date: _____

14. During the Lease Year, did you divert and irrigate with all water available under the Shares? _____.
If no, please explain the reason why all water was not taken, approximately how much was not taken, and for how long: _____

_____.

15. Other than the Shares leased, was any other water (including other shares that are in the same Company as the Shares that are the subject of this questionnaire) used to irrigate the farm or parcel on which the Shares are/were used during the Lease Year? If so, please provide the following information.

- Number of shares: _____
- Ditch Company: _____
- Number of any Irrigation Wells: _____
- Identification and Permit No. of any Irrigation Wells: _____
_____.
- Capacity of Irrigation Wells: _____
- Approximate location of Irrigation Wells: _____
_____.
- Any other water used: _____

16. Describe how the water has been used, including the estimated percentage of the total irrigation supply provided by such water: _____
_____.

17. During the Lease Year, what crops were grown on the land irrigated by the Shares?

1. Crop: _____ Percentage: _____ Location: _____
2. Crop: _____ Percentage: _____ Location: _____
3. Crop: _____ Percentage: _____ Location: _____
4. Crop: _____ Percentage: _____ Location: _____
5. Crop: _____ Percentage: _____ Location: _____
6. Crop: _____ Percentage: _____ Location: _____

18. Were the lands on which the Shares were used subirrigated? Yes _____ No _____

19. If possible, please provide a map, sketch, or aerial photograph showing locations of (check if included):

_____ Farm or Parcel

- _____ Areas irrigated by the Shares during the Lease Year
- _____ Areas irrigated with other water
- _____ Lateral ditches, wells, pumps, pipelines, storage reservoirs, or tail water ponds

I understand that I may be required to sign an affidavit attesting to the accuracy, to the best of my knowledge, of the information provided herein.

Signature: _____ Date: _____

EXHIBIT “I-3” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Leaseback for Shares Associated with the Hasbrouck Farm)

IRRIGATION WATER LEASE AGREEMENT
(Hasbrouck Farm WSSC Rights)

This IRRIGATION WATER LEASE AGREEMENT (“Agreement”) is entered into this ____ day of _____ 2021, by and between the CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise, whose address is 1001 11th Avenue, Second Floor, Greeley, Colorado 80631 (“Greeley”), and LONGS PEAK DAIRY, LLC, a Colorado limited liability company whose address is 45490 County Road 39, Pierce, Colorado 80650 (“Lessee”).

RECITALS

WHEREAS, Greeley owns those certain water rights represented by two and one-quarter (2.25) shares of capital stock in The Water Supply and Storage Company (“WSSC”) (Stock Certificate No. 6698), two (2) shares of capital stock in the Collins Ditch Company (Stock Certificate No. 855), and two (2) shares of capital stock in the Lone Tree Lateral Company (Stock Certificate No. 251) (collectively “Water Rights”); and

WHEREAS, Lessee desires to lease the Water Rights from Greeley for agricultural irrigation on a parcel of real property consisting of approximately 270 acres and more particularly described on Exhibit A, attached hereto and incorporated herein by reference (“Property”); and

WHEREAS, Greeley is willing to lease the Water Rights to Lessee for agricultural irrigation on the Property;

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

AGREEMENT

1. **Water Rights Lease.** Greeley hereby leases to Lessee, and Lessee hereby leases from Greeley, the native component of the above-described Water Rights for the purpose of agricultural irrigation on the Property.

2. **Term of Lease.** The term of this Agreement begins on the date of mutual execution and ends after a period of ten (10) years (“Initial Term”). At the end of this Initial Term, this Agreement shall renew automatically on an annual basis for five (5) subsequent terms of one (1) year each (“Renewal Terms”), unless Greeley or Lessee transmits written notice of nonrenewal on or before November 1 of the preceding calendar year. Lessee may terminate this Agreement during the Initial Term, prior to any irrigation season, for any reason by delivering two years’ advance written notice to Greeley. Greeley may terminate this Agreement during the Initial Term, prior to any irrigation season, by delivering advance written notice to Lessee on or before November 1 of the preceding calendar year, if Greeley determines in its sole discretion that the Water Rights are needed for any municipal purpose, or if Greeley is required to cease irrigation with the Water Rights by the terms and conditions of a water court decree. Additionally, refer to Section 12 for provisions relating to termination for cause.

3. **Annual Lease Amount and Administrative Fee.** Lessee shall pay to Greeley an Annual Lease Amount equal to all assessments, charges, and other expenses due and attributable to the Water Rights paid by Greeley to The Water Supply and Storage Company. The Annual Lease Amount shall not be reduced to reflect rebates or other credits attributable to the transmountain return flows associated with the Water Rights. Lessee shall also pay to Greeley an Annual Administrative Fee equal to ten percent of that year’s Annual Lease Amount, provided, however, that the Annual Administrative Fee shall not exceed five-hundred dollars (\$500.00). Greeley will provide an invoice of the Annual Lease Amount and Annual Administrative Fee to Lessee, and Lessee shall deliver payment of that total amount to Greeley no later than (i) May 15 of the then current irrigation year, or (ii) within fifteen days of receipt of such invoice from Greeley. Lessee shall also remit to Greeley an additional charge

equal to fifteen percent of the Annual Lease Amount for every thirty days that payment required under this Agreement is late.

4. Use of Water Rights. Lessee shall use the water delivered pursuant to the Water Rights only for agricultural irrigation. Lessee shall not use the Water Rights for any other uses. Lessee shall not use the water delivered pursuant to the Water Rights on any land other than the Property without prior written consent from Greeley. Lessee shall request such consent from Greeley prior to using the Water Rights on any other property by advance written notice of at least thirty days. Such consent may be given or withheld in the sole discretion of Greeley. Lessee shall use the Water Rights in accordance with all rules, regulations, bylaws and policies of The Water Supply and Storage Company, Collins Ditch Company, and Lone Tree Lateral Company. Lessee shall comply with Title 14 (or any successor section) of the Greeley Municipal Code, and all rules, regulations, and laws of the State of Colorado pertaining to use of the Water Rights. Lessee shall take and use the water delivered pursuant to the Water Rights to the fullest extent possible, and shall undertake no action that could be construed as abandonment of the Water Rights or could cause in part or in whole a reduction in the use of the Water Rights. Lessee shall provide advance written notice to Greeley of at least thirty days if they no longer intend to irrigate the entirety of the Property with the Water Rights. Absent written consent from Greeley, Lessee shall not use any water, water rights, ditches, ditch rights, wells, well rights, well permits, carriage rights, reservoirs, or reservoir rights to irrigate the Property, other than water yielded pursuant to the Water Rights.

5. Affidavit of Beneficial Use and Water Court Proceedings. Lessee agrees to deliver to Greeley, on or before May 15 of each calendar year, a completed Beneficial Use Affidavit and Questionnaire, in the form attached hereto as Exhibit B. Lessee acknowledges that Greeley may file an application to change the use of the Water Rights with the Division 1 Water Court for the State Colorado during the term of this Agreement. Lessee agrees to cooperate with Greeley and its agents or representatives in the review and analysis of the historical use of the Water Rights. Upon request from Greeley, Lessee shall provide information regarding use of the Water Rights and reasonable access to the Property during and in preparation for any proceeding before the Division 1 Water Court.

6. Restriction on Sublease and Assignment. Lessee shall not rent, sublet, or otherwise convey the right to use the Water Rights. Lessee shall not assign this Agreement, except to a successive owner or operator of the Property for agricultural irrigation of the Property, and only with written consent from Greeley. Lessee shall request consent from Greeley prior to any purported assignment of this Agreement by advance written notice of at least thirty days. Such consent may be given or withheld in the sole discretion of Greeley.

7. No Vested Interest in Shares or Joint Venture. This Agreement is made expressly subject to Section 17-4 of the Charter of the City of Greeley. Greeley grants no interest in the Water Rights to the Lessee other than as explicitly set forth in this Agreement. Lessee shall make no claim to any rights, title, or interest in the Water Rights other than as explicitly set forth in this Agreement. This Agreement does not create a partnership or joint venture of any kind between the parties, and the Lessee shall bear the entirety of any loss, cost, or expense incurred through their use of the Water Rights on the Property.

8. No Guarantee of Yield. Lessee is entitled to receive the amount of water yielded by the Water Rights, subject to the terms and conditions in this Agreement. Greeley makes no warranty, guarantee, or representation of any kind regarding the quality or physical yield of water to be delivered pursuant to the Water Rights. Lessee shall not hold Greeley liable for any failure in delivery of the water pursuant to the Water Rights, including, but not limited to, that caused by force of nature or failure of water supply infrastructure.

9. Maintenance of Infrastructure. Lessee shall maintain the lateral ditches, headgates, and other personal property necessary to deliver water pursuant to the Water Rights at Lessee's own cost and expense. Lessee shall make all repairs and restorations necessary to keep the lateral ditches, headgates, and other personal property in good working condition during the term of this Agreement.

10. Indemnification; Immunity. Lessee agrees to exercise Lessee's rights under this Agreement at Lessee's own risk. Lessee shall indemnify and hold harmless Greeley from and against any cost, expense, or liability arising out of or relating to Lessee's exercise of its rights under this Agreement, including, without limitation, the use of the Water Rights. Nothing in this Agreement is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as applicable now or hereafter amended.

11. Notice. All notices to be given under this Agreement shall be (1) sent by certified or registered mail, return receipt requested, or (2) hand-delivered at the addresses set forth above. Lessee shall provide written notice to Greeley if the appropriate contact information changes.

12. Default and Termination. If either Greeley or Lessee fails to comply with a term or condition herein, such failure constitutes a default of this Agreement. The non-defaulting party may declare the default by providing written notice to the defaulting party in accordance with Paragraph 11 above. Upon receipt of this notice of default, the defaulting party will have fifteen days within which to cure the default. If, in the sole discretion of the non-defaulting party, the default remains uncured after the aforementioned fifteen-day cure period, or after any written extension thereof mutually agreed upon by the parties, the non-defaulting party may declare the Agreement terminated by written notice in accordance with Paragraph 11 above.

(a) Notwithstanding the above, failure by the Lessee to comply with the terms and conditions of Paragraphs 3, 4 or Paragraph 6 of this Agreement constitutes a material breach. In the event that the Lessee commits a material breach, Greeley may immediately terminate this Agreement by written notice to Lessee.

(b) The failure of either party to declare a default or material breach does not establish a precedent or constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement.

13. Cessation of Irrigation. Upon expiration or termination of this Agreement, Lessee shall immediately cease agricultural irrigation of the Property with the Water Rights.

14. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any parties other than Lessee and Greeley, or their respective permissible successors in interest.

15. Recovery of Costs and Fees. In addition to any remedies otherwise available, a party that is successful in a legal action commenced against the other due to a default or material breach of this Agreement may recover from the defaulting party reasonable costs and attorneys' fees incurred during the course of such legal action.

16. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any action arising out of this Agreement is the District Court for Weld County, Colorado, or the Division 1 Water Court for the State of Colorado.

17. Severability. In the event a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate any other provision herein, and the remainder of the Agreement should be interpreted in accordance with the intent of the parties.

18. Integration. This Agreement constitutes a complete integration of the understanding and agreement between Greeley and Lessee with respect to the subject matter herein, and supersedes all other lease agreements regarding the Water Rights. No representations, negotiations, or warranties, express or implied, exist between

Greeley and Lessee except as explicitly set forth in this Agreement. This Agreement may only be modified in a written form duly authorized, approved, and executed by Greeley and Lessee.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by electronic means. The parties agree to accept and be bound by signatures hereto delivered by electronic means.

20. Recording. Lessee shall not record this Agreement in the real property records of any jurisdiction. This Agreement is not intended to run with the land as a covenant burdening real property.

IN WITNESS WHEREOF, the undersigned parties have executed this Irrigation Water Lease Agreement on the date first set forth above.

LESSEE
LONGS PEAK DAIRY, LLC

By: _____
Name: _____
Title: _____

Date: _____

CITY OF GREELEY,
a Colorado home rule municipal corporation
acting by and through its Water Enterprise

By: _____
Mayor

Date: _____

ATTEST

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021
by _____, as _____ of the Lessee, Longs Peak Dairy, LLC.

Witness my hand and official seal.

Notary Public
My commission expires: _____

EXHIBIT A
IRRIGATION WATER LEASE AGREEMENT
(Description of the Property)

PARCEL 1

The East 1/3 of the Northwest ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, being 52.631 acres more or less; and

PARCEL 2

Lot B of Recorded Exemption No. 0551-22-4-RE 620, recorded June 15, 1983 in Book 999 at Reception No. 01930309, being a part of the Southeast ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, being 151.967 acres more or less; and

PARCEL 3

Lot B of Amended Recorded Exemption No. 0551-22-3-AMRE 1907, recorded February 26, 2001 at Reception No. 2827884, being a part of the East ½ of the Southwest ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado;

Also described as: The East Half of the Southwest Quarter of Section 22, Township 8 North, Range 65 West of the 6th Principal Meridian, County of Weld, State of Colorado, EXCEPT that parcel described as Lot A of Amended Recorded Exception No. 0551-22-3-AMRE 1907 recorded February 26, 2001 at Reception No. 2827884, being a part of the E ½ of the SW ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., and EXCEPT that parcel described as Subdivision Exemption No.593, recorded July 10, 1996 in Book 1555 at Reception No. 2500336, County of Weld, State of Colorado. Said described parcel being 75.623 acres, more or less.

EXHIBIT B
IRRIGATION WATER LEASE AGREEMENT
(Beneficial Use Affidavit and Questionnaire)

ANNUAL AFFIDAVIT OF BENEFICIAL USE OF WATER RIGHTS

DESCRIPTION OF WATER RIGHTS:

Ditch or Reservoir Company: _____
Shares or Interest: _____

Name and address of owner and user of water rights:

Owner: City of Greeley
Water and Sewer Department
1001 11th Avenue, Second Floor
Greeley, Colorado 80631

User(s): _____

Year water rights were used as described: _____

DESCRIPTION OF IRRIGATED LAND:

Legal description and size/acreage of land irrigated by above-mentioned water rights:

_____.

Name and address of owner(s) of above-mentioned irrigated land if different from owner or user of the water rights:_____.

I have not intended to abandon the aforementioned water rights during my period of use. I state that the information contained here and in the attached Questionnaire Regarding Use of Water Shares, which is incorporated herein by reference, is known to me and is correct.

The undersigned _____, having personal knowledge of the irrigation of the above described lands by virtue of being the owner and/or person who has farmed and irrigated those lands, being first duly sworn, hereby states that the information provided in this statement is true and accurate.

Signed and dated this ____ day of _____, 20__.

[AFFIANT]

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

QUESTIONNAIRE REGARDING USE OF WATER SHARES

*The person completing this questionnaire need not necessarily be the Lessee,
but must have personal knowledge of the information provided*

1. Name: _____
Mailing Address: _____

Telephone: _____
Facsimile: _____
Email Address: _____

2. The information provided below pertains to ____ shares of the _____ Company, represented by Certificate No. _____ (hereinafter "Shares").

3. Did you use the Shares pursuant to a Lease Agreement? _____
Date of the Lease: _____
Name of Lessee (if different from Question 1): _____
Name of Lessor: _____

4. The information in this questionnaire relates to my use of the Shares during the [20__] irrigation season (hereinafter "Lease Year").

5. Do you still own the farm or parcel irrigated by these Shares? _____

6. Was your use of the Shares during the Lease Year consistent with all terms and conditions of the Lease Agreement and with the bylaws, rules, regulations, and policies of the ditch company? _____

7. What is the legal description of the farm or parcel on which these Shares were used?

8. What is the total size of the farm or parcel? _____ acres.

9. What is the size of the area(s) on the farm or parcel that was irrigated? _____ acres.

10. What is the size of the area(s) on the farm or parcel that was irrigated using water from the Shares? _____ acres.

11. Please provide the following information regarding how the water from these Shares is delivered.

- Location and ID Number of the head gate at the main ditch: _____.
- Name and general location of any lateral(s) delivering the water to the land historically irrigated: _____.
- Identification of any carrier or lateral ditch stock required to deliver these rights: _____.
- Approximate location of pumps, if used: _____.
- Approximate location and size of storage ponds or reservoirs, including tail water ponds, if used: _____.

12. How was water applied during the Lease Year? Sprinkler _____ Furrow _____ Flood _____
Other/Combination (Describe): _____.

13. What was the irrigation season for the Lease Year? Start Date: _____ Stop Date: _____

14. During the Lease Year, did you divert and irrigate with all water available under the Shares? _____.
If no, please explain the reason why all water was not taken, approximately how much was not taken, and for how long: _____

15. Other than the Shares leased, was any other water (including other shares that are in the same Company as the Shares that are the subject of this questionnaire) used to irrigate the farm or parcel on which the Shares are/were used during the Lease Year? If so, please provide the following information.

- Number of shares: _____
- Ditch Company: _____
- Number of any Irrigation Wells: _____
- Identification and Permit No. of any Irrigation Wells: _____.
- Capacity of Irrigation Wells: _____
- Approximate location of Irrigation Wells: _____.
- Any other water used: _____

16. Describe how the water has been used, including the estimated percentage of the total irrigation supply provided by such water: _____.

17. During the Lease Year, what crops were grown on the land irrigated by the Shares?

1. Crop: _____ Percentage: _____ Location: _____
2. Crop: _____ Percentage: _____ Location: _____

3. Crop: _____ Percentage: _____ Location: _____
4. Crop: _____ Percentage: _____ Location: _____
5. Crop: _____ Percentage: _____ Location: _____
6. Crop: _____ Percentage: _____ Location: _____

18. Were the lands on which the Shares were used subirrigated? Yes _____ No _____

19. If possible, please provide a map, sketch, or aerial photograph showing locations of (*check if included*):

- _____ Farm or Parcel
_____ Areas irrigated by the Shares during the Lease Year
_____ Areas irrigated with other water
_____ Lateral ditches, wells, pumps, pipelines, storage reservoirs, or tail water ponds

I understand that I may be required to sign an affidavit attesting to the accuracy, to the best of my knowledge, of the information provided herein.

Signature: _____ Date: _____

EXHIBIT “J-1” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Historical Use Affidavit and Questionnaire – Owl Creek Farm)

AFFIDAVIT OF HISTORICAL USE OF WATER RIGHTS

DESCRIPTION OF WATER RIGHTS:

Ditch or Reservoir Company: The Water Supply and Storage Company

Shares or Interest: (i) Stock Certificate Nos. 6576 (for two (2) shares), (ii) Stock Certificate No. 6581 (for one-half (1/2) of a share), (iii) Stock Certificate Nos 6603 (for five-twelfths (5/12) of a share), (vi) Stock Certificate No. 6614 (for two (2) shares), and (v) Stock Certificate No. 6617 (for one-fourth (1/4) of a share)

Name and address of owner and user of water rights:

Owner(s): _____

User(s): _____

Year water rights were used as described: _____

DESCRIPTION OF HISTORICALLY IRRIGATED LAND:

Legal description and size/acreage of land irrigated by above-mentioned water rights:

_____.

Name and address of owner(s) of above-mentioned irrigated land if different from owner or user of the water rights: _____.

I have not intended to abandon the aforementioned water rights during my period of use. I state that the information contained here and in the attached Questionnaire Regarding Use of Water Shares, which is incorporated herein by reference, is known to me and is correct.

The undersigned _____, having personal knowledge of the irrigation of the above described lands by virtue of being the owner and/or person who has farmed and irrigated those lands, being first duly sworn, hereby states that the information provided in this statement is true and accurate.

Signed and dated this ____ day of _____, 20__.

[SELLER]

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Affidavit of Historical Use of Water Rights was acknowledged before me this
_____ day of _____, 20__ by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

QUESTIONNAIRE REGARDING USE OF WATER SHARES

The person completing this questionnaire must have personal knowledge of the information provided

1. Name: _____
 Mailing Address: _____

 Telephone: _____
 Facsimile: _____
 Email Address: _____

2. The information provided below pertains to ____ shares of the _____ Company, represented by Certificate No. _____ (hereinafter "Shares").

- Did you use the Shares pursuant to a Lease Agreement? _____
- Date of the Lease: _____
- Name of Lessee (if different from above): _____
- Name of Lessor: _____

3. The information in this questionnaire relates to my use of the Shares from _____ to _____ ("Ownership Period").

4. Do you still own the farm or parcel irrigated by these Shares? _____

5. Was your use of the Shares during the Ownership Period consistent with the bylaws, rules, regulations, and policies of the ditch company? _____

6. What is the legal description of the farm or parcel on which these Shares were used?

7. What is the total size of the farm or parcel? _____ acres.

8. What is the size of the area(s) on the farm or parcel that was irrigated? _____ acres.

9. What is the size of the area(s) on the farm or parcel that was irrigated using water from the Shares? _____ acres.

10. Please provide the following information regarding how the water from these Shares is delivered:

- Location and ID Number of the head gate at the main ditch: _____.
- Name and general location of any lateral(s) delivering the water to the land historically irrigated: _____.
- Identification of any carrier or lateral ditch stock required to deliver these rights: _____.
- Approximate location of pumps, if used: _____.

- Approximate location and size of storage ponds or reservoirs, including tail water ponds, if used:
_____.
- How was water applied during the Ownership Period? Sprinkler ____ Furrow ____ Flood

- Other/Combination (Describe): _____.

11. During the Ownership Period, did you divert and irrigate with all water available under the Shares? _____. If no, please explain the reason why all water was not taken, approximately how much was not taken, and for how long: _____

_____.

12. Other than the Shares, was any other water (including other shares that are in the same Company as the Shares that are the subject of this questionnaire) used to irrigate the farm or parcel on which the Shares are/were used during the Ownership Period? If so, please provide the following information.

- Number of shares: _____
- Ditch Company: _____
- Number of any Irrigation Wells: _____
- Identification and Permit No. of any Irrigation Wells: _____
- Capacity of Irrigation Wells: _____
- Approximate location of Irrigation Wells: _____
- Any other water used: _____

13. Describe how the water has been used, including the estimated percentage of the total irrigation supply provided by such water: _____

_____.

14. During the Period of Ownership, what crops were grown on the land irrigated by the Shares?

- | | | |
|----------------|-------------------|-----------------|
| 1. Crop: _____ | Percentage: _____ | Location: _____ |
| 2. Crop: _____ | Percentage: _____ | Location: _____ |
| 3. Crop: _____ | Percentage: _____ | Location: _____ |
| 4. Crop: _____ | Percentage: _____ | Location: _____ |
| 5. Crop: _____ | Percentage: _____ | Location: _____ |
| 6. Crop: _____ | Percentage: _____ | Location: _____ |

15. Were the lands on which the Shares were used subirrigated? Yes ____ No ____

16. If possible, please provide a map, sketch, or aerial photograph showing locations of (check if included):

- _____ Farm or Parcel
- _____ Areas irrigated by the Shares during the Lease Year
- _____ Areas irrigated with other water
- _____ Lateral ditches, wells, pumps, pipelines, storage reservoirs, or tail water ponds

I understand that I may be required to sign an affidavit attesting to the accuracy, to the best of my knowledge, of the information provided herein.

Signature: _____ Date: _____

EXHIBIT “J-2” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Historical Use Affidavit and Questionnaire – ROFR Rights)

AFFIDAVIT OF HISTORICAL USE OF WATER RIGHTS

DESCRIPTION OF WATER RIGHTS:

Ditch or Reservoir Company: _____
Shares or Interest: _____

Name and address of owner and user of water rights:

Owner(s): _____

User(s): _____

Year water rights were used as described: _____

DESCRIPTION OF HISTORICALLY IRRIGATED LAND:

Legal description and size/acreage of land irrigated by above-mentioned water rights:
_____.

Name and address of owner(s) of above-mentioned irrigated land if different from owner or user of the water rights: _____.

I have not intended to abandon the aforementioned water rights during my period of use. I state that the information contained here and in the attached Questionnaire Regarding Use of Water Shares, which is incorporated herein by reference, is known to me and is correct.

The undersigned _____, having personal knowledge of the irrigation of the above described lands by virtue of being the owner and/or person who has farmed and irrigated those lands, being first duly sworn, hereby states that the information provided in this statement is true and accurate.

Signed and dated this _____ day of _____, 20__.

[SELLER]

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Affidavit of Historical Use of Water Rights was acknowledged before me this _____ day of _____, 20__ by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

QUESTIONNAIRE REGARDING USE OF WATER SHARES

The person completing this questionnaire must have personal knowledge of the information provided

17. Name: _____
 Mailing Address: _____

 Telephone: _____
 Facsimile: _____
 Email Address: _____

18. The information provided below pertains to ____ shares of the _____ Company, represented by Certificate No. _____ (hereinafter "Shares").

- Did you use the Shares pursuant to a Lease Agreement? _____
- Date of the Lease: _____
- Name of Lessee (if different from above): _____
- Name of Lessor: _____

19. The information in this questionnaire relates to my use of the Shares from _____ to _____ ("Ownership Period").

20. Do you still own the farm or parcel irrigated by these Shares? _____

21. Was your use of the Shares during the Ownership Period consistent with the bylaws, rules, regulations, and policies of the ditch company? _____

22. What is the legal description of the farm or parcel on which these Shares were used?

23. What is the total size of the farm or parcel? _____ acres.

24. What is the size of the area(s) on the farm or parcel that was irrigated? _____ acres.

25. What is the size of the area(s) on the farm or parcel that was irrigated using water from the Shares? _____ acres.

26. Please provide the following information regarding how the water from these Shares is delivered:

- Location and ID Number of the head gate at the main ditch: _____.
- Name and general location of any lateral(s) delivering the water to the land historically irrigated: _____.
- Identification of any carrier or lateral ditch stock required to deliver these rights: _____.
- Approximate location of pumps, if used: _____.

- Approximate location and size of storage ponds or reservoirs, including tail water ponds, if used: _____.
- How was water applied during the Ownership Period? Sprinkler ____ Furrow ____ Flood ____
- Other/Combination (Describe): _____.

27. During the Ownership Period, did you divert and irrigate with all water available under the Shares? _____. If no, please explain the reason why all water was not taken, approximately how much was not taken, and for how long: _____

_____.

28. Other than the Shares, was any other water (including other shares that are in the same Company as the Shares that are the subject of this questionnaire) used to irrigate the farm or parcel on which the Shares are/were used during the Ownership Period? If so, please provide the following information.

- Number of shares: _____
- Ditch Company: _____
- Number of any Irrigation Wells: _____
- Identification and Permit No. of any Irrigation Wells: _____.
- Capacity of Irrigation Wells: _____
- Approximate location of Irrigation Wells: _____.
- Any other water used: _____

29. Describe how the water has been used, including the estimated percentage of the total irrigation supply provided by such water: _____

_____.

30. During the Period of Ownership, what crops were grown on the land irrigated by the Shares?

- | | | |
|----------------|-------------------|-----------------|
| 1. Crop: _____ | Percentage: _____ | Location: _____ |
| 2. Crop: _____ | Percentage: _____ | Location: _____ |
| 3. Crop: _____ | Percentage: _____ | Location: _____ |
| 4. Crop: _____ | Percentage: _____ | Location: _____ |
| 5. Crop: _____ | Percentage: _____ | Location: _____ |
| 6. Crop: _____ | Percentage: _____ | Location: _____ |

31. Were the lands on which the Shares were used subirrigated? Yes ____ No ____

32. If possible, please provide a map, sketch, or aerial photograph showing locations of (check if included):

- _____ Farm or Parcel
- _____ Areas irrigated by the Shares during the Lease Year
- _____ Areas irrigated with other water
- _____ Lateral ditches, wells, pumps, pipelines, storage reservoirs, or tail water ponds

I understand that I may be required to sign an affidavit attesting to the accuracy, to the best of my knowledge, of the information provided herein.

Signature: _____ Date: _____

EXHIBIT “K” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Special Warranty Deed – Water Rights)

DRAFT - DO NOT EXECUTE

Exempt from State Documentary Fee

C.R.S. § 39-13-104(a)

Consideration - \$_____

SPECIAL WARRANTY DEED **(Water Rights)**

This SPECIAL WARRANTY DEED is made this ____ day of _____ 2021, by and between LONGS PEAK DAIRY, LLC, a Colorado limited liability company whose address is 45490 County Road 39, Pierce, Colorado 80650 ("Grantor"), and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, whose address for purposes of this deed is 1001 11th Avenue, 2nd Floor, Greeley, Colorado, 80631 ("Grantee").

WITNESSETH, that Grantor, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee and Grantee's heirs and assigns forever all of the water rights described in (a) and (b) below (collectively "Water Rights"):

- (a) The water rights represented by five and one-sixths (5-1/6) shares of capital stock in The Water Supply and Storage Company, evidenced by Stock Certificate No. 6576 (for two (2) shares), (Stock Certificate No. 6581 (for one-half (1/2) of a share), Stock Certificate No. 6603 (for five-twelfths (5/12) of a share), Stock Certificate No. 6614 (for two (2) shares), and Stock Certificate No. 6617 (for one-fourth (1/4) of a share); five and one-sixth (5-1/6) shares of stock in The Collins Ditch Company, evidenced by Stock Certificate No. 844 (for five and one-sixth (5-1/6) shares of the total represented six (6) shares); and five and one-sixth (5-1/6) shares of stock in The Lone Tree Lateral Company, evidenced by Stock Certificate No. 230 (for five and one-sixth (5-1/6) shares of the total represented six (6) shares) (collectively "Shares"), and the water derived therefrom; and
- (b) All beneficial right, title and interest, if any, in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates and all other assets, rights, title or interests represented by said Shares, and in addition, and in no way limited by the foregoing, any and all other right, title or interest in The Water Supply and Storage Company, The Collins Lateral Company, and The Lone Tree Lateral Company, represented by said Shares.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained Water Rights, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said Water Rights above bargained and described with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. And the Grantor, for the Grantor and its successors and assigns, does covenant and agree that Grantor shall WARRANT AND FOREVER DEFEND the above-bargained Water Rights in the quiet and peaceable possession of the

Grantee, and the Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this deed on this ____ day of _____ 2021.

GRANTOR

Longs Peak Dairy, LLC, a Colorado limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021 by _____, as an authorized representative of Longs Peak Dairy, LLC.

Witness my hand and official seal.

Notary Public

My commission expires: _____

When recorded return to:

City of Greeley Water and Sewer Department
Attn: Water Resources Division
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631

EXHIBIT “L-1” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Special Warranty Deed – Varra Farm)

DRAFT - DO NOT EXECUTE

Exempt from State Documentary Fee

C.R.S. § 39-13-104(a)

Consideration - \$ _____

SPECIAL WARRANTY DEED (C.R.S. 38-30-113(1)(b))

THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, whose street address is 1000 10th Street, Greeley, Colorado 80631 ("Grantor"), for the consideration of ***Ten and 00/100*** dollars (\$10.00) in hand paid, hereby sells and conveys to LONGS PEAK DAIRY, LLC, a Colorado limited liability company, whose address is 45490 County Road 39, Pierce, Colorado 80650, the following real property in the County of Weld and State of Colorado, to wit:

The NE ¼ of Section 28, Township 28 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, EXCEPT that portion described in Deed Recorded April 11, 1910 in Book 270 at Page 543 ("Property");

TOGETHER with the appurtenances and warrants title to the same against all persons claiming under the Grantor, but subject to the Statutory Exceptions attached hereto as Exhibit A, EXPRESSLY EXCLUDING AND RESERVING TO THE GRANTOR all water, water rights, ditches, ditch rights, wells, well rights, reservoirs, and reservoir rights, including any and all lateral ditches, easements, rights of way and entitlements appurtenant to or used in connection therewith, represented by two (2) shares of stock in The Water Supply and Storage Company, evidenced by Stock Certificate Number 6721, two (2) shares of stock in The Collins Ditch Company, evidenced by Stock Certificate Number 858, and two (2) shares of stock in The Lone Tree Lateral Company, evidenced by Stock Certificate Number 251, all issued to and in the name of Grantor.

Dated this ____ day of _____ 2021.

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

ATTEST:

By: _____

Mayor

By: _____

City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO }
COUNTY OF WELD } ss

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by John Gates as Mayor of The City of Greeley, Colorado, a Colorado home rule municipal corporation, whose signature appears above.

Witness my hand and official seal.

Notary Public
My commission expires: _____

When recorded return to:

Longs Peak Dairy, LLC,
a Colorado limited liability company
45490 County Road 39
Pierce, Colorado 80524

EXHIBIT A
Exceptions

EXHIBIT “L-2” TO PURCHASE AND SALE AGREEMENT
(Longs Peak Dairy)

(See attached Special Warranty Deed – Hasbrouck Farm)

DRAFT - DO NOT EXECUTE

Exempt from State Documentary Fee

C.R.S. § 39-13-104(a)

Consideration - \$_____

**SPECIAL WARRANTY DEED
(C.R.S. 38-30-113(1)(b))**

THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, whose street address is 1000 10th Street, Greeley, Colorado 80631 ("Grantor"), for the consideration of ***Ten and 00/100*** dollars (\$10.00) in hand paid, hereby sells and conveys to LONGS PEAK DAIRY, LLC, a Colorado limited liability company, whose address is 45490 County Road 39, Pierce, Colorado 80650, the three parcels of real property in the County of Weld and State of Colorado legally described on Exhibit A, attached hereto and incorporated herein by reference (collectively "Property");

TOGETHER with the appurtenances and warrants title to the same against all persons claiming under the Grantor, but subject to the Statutory Exceptions attached hereto as Exhibit B, EXPRESSLY EXCLUDING AND RESERVING TO THE GRANTOR all water, water rights, ditches, ditch rights, wells, well rights, reservoirs, and reservoir rights, including any and all lateral ditches, easements, rights of way and entitlements appurtenant to or used in connection therewith, represented by two and one-fourth (2-1/4) shares of stock in The Water Supply and Storage Company, evidenced by Stock Certificate Number 6698, two (2) shares of stock in The Collins Ditch Company, evidenced by Stock Certificate Number 855, and three (3) shares of stock in The Lone Tree Lateral Company, evidenced by Stock Certificate Number 251, all issued to and in the name of Grantor.

Dated this ____ day of _____ 2021.

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

ATTEST:

By: _____

Mayor

By: _____

City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by John Gates as Mayor of The City of Greeley, Colorado, a Colorado home rule municipal corporation, whose signature appears above.

Witness my hand and official seal.

Notary Public
My commission expires: _____

When recorded return to:

Longs Peak Dairy, LLC,
a Colorado limited liability company
45490 County Road 39
Pierce, Colorado 80524

EXHIBIT A
Legal Description of the Property

PARCEL 1

The East 1/3 of the Northwest ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, being 52.631 acres more or less; and

PARCEL 2

Lot B of Recorded Exemption No. 0551-22-4-RE 620, recorded June 15, 1983 in Book 999 at Reception No. 01930309, being a part of the Southeast ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, being 151.967 acres more or less; and

PARCEL 3

Lot B of Amended Recorded Exemption No. 0551-22-3-AMRE 1907, recorded February 26, 2001 at Reception No. 2827884, being a part of the East ½ of the Southwest ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado;

Also described as: The East Half of the Southwest Quarter of Section 22, Township 8 North, Range 65 West of the 6th Principal Meridian, County of Weld, State of Colorado, EXCEPT that parcel described as Lot A of Amended Recorded Exception No. 0551-22-3-AMRE 1907 recorded February 26, 2001 at Reception No. 2827884, being a part of the E ½ of the SW ¼ of Section 22, Township 8 North, Range 65 West of the 6th P.M., and EXCEPT that parcel described as Subdivision Exemption No. 593, recorded July 10, 1996 in Book 1555 at Reception No. 2500336, County of Weld, State of Colorado. Said described parcel being 75.623 acres, more or less.

EXHIBIT B
Exceptions

EXHIBIT “M-1” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Stock Assignment – WSSC Shares)

DRAFT - DO NOT EXECUTEASSIGNMENT OF SHARES

(Stock Certificate No. ____)

For value received, the receipt, adequacy and sufficiency of which are hereby acknowledged, the undersigned, [SELLER], ("Assignor") hereby sell, assign, and transfer unto the CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation ("Assignee"), _____[X] share(s) of the capital stock, [SPECIFY COMMON OR PREFERRED] of [COMPANY] which stock is standing in the name of the undersigned on the books and records of the corporation represented by Certificate No. [____], free and clear of all liens, encumbrances and past-due assessments.

Assignors hereby authorize and empower the secretary of [COMPANY] to transfer said certificate, and to effectuate this assignment and transfer on the books of the [COMPANY].

[SELLER]

Dated: _____

By: _____

Name: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT “M-2” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Stock Assignment – Collins Shares)

DRAFT - DO NOT EXECUTEASSIGNMENT OF SHARES

(Stock Certificate No. ____)

For value received, the receipt, adequacy and sufficiency of which are hereby acknowledged, the undersigned, [SELLER], ("Assignor") hereby sell, assign, and transfer unto the CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation ("Assignee"), _____[X] share(s) of the capital stock, [SPECIFY COMMON OR PREFERRED] of [COMPANY] which stock is standing in the name of the undersigned on the books and records of the corporation represented by Certificate No. [____], free and clear of all liens, encumbrances and past-due assessments.

Assignors hereby authorize and empower the secretary of [COMPANY] to transfer said certificate, and to effectuate this assignment and transfer on the books of the [COMPANY].

[SELLER]

Dated: _____

By: _____

Name: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____.

Witness my hand and official seal.

 Notary Public

My commission expires: _____

EXHIBIT “M-3” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Stock Assignment – Lone Tree Shares)

DRAFT - DO NOT EXECUTEASSIGNMENT OF SHARES

(Stock Certificate No. ____)

For value received, the receipt, adequacy and sufficiency of which are hereby acknowledged, the undersigned, [SELLER], ("Assignor") hereby sell, assign, and transfer unto the CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation ("Assignee"), _____[X] share(s) of the capital stock, [SPECIFY COMMON OR PREFERRED] of [COMPANY] which stock is standing in the name of the undersigned on the books and records of the corporation represented by Certificate No. [____], free and clear of all liens, encumbrances and past-due assessments.

Assignors hereby authorize and empower the secretary of [COMPANY] to transfer said certificate, and to effectuate this assignment and transfer on the books of the [COMPANY].

[SELLER]

Dated: _____

By: _____

Name: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____.

Witness my hand and official seal.

 Notary Public

My commission expires: _____

EXHIBIT “N-1” TO PURCHASE AND SALE AGREEMENT

(Longs Peak Dairy)

(See attached Bargain and Sale Deed – Varra Farm Wells)

DRAFT - DO NOT EXECUTE

Exempt from State Documentary Fee

C.R.S. § 39-13-104(a)

Consideration - \$_____

BARGAIN AND SALE DEED FOR WATER RIGHTS

(C.R.S. § 38-30-115)

THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, whose street address is 1000 10th Street, Greeley, Colorado 80631, for the consideration of Ten and 00/100 dollars (\$10.00) in hand paid, hereby sells and conveys to LONGS PEAK DAIRY, LLC, a Colorado limited liability company, whose address is 45490 County Road 39, Pierce, Colorado 80650, the following groundwater wells and associated water rights and interests located in the NE 1/4 of Section 28, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, as represented by the following court decrees and Well Permits from the Colorado Division of Water Resources:

- a. Varra Well #1: Permit No #0101, together with the rights to tributary groundwater decreed on May 2, 1974, as Varra Well #1 - #0101, in Case No. W-4530, District Court, Water Division No. 1, Colorado, with an appropriation date of May 31, 1940, for irrigation in the amount of .769 cubic feet per second; and
- b. Varra Well #2: Permit No #04188-F, together with the rights to tributary groundwater decreed on May 2, 1974, as Varra Well #2 - #04188-F, in Case No. W-4530, District Court, Water Division No. 1, Colorado, with an appropriation date of May 15, 1963, for irrigation in the amount of .466 cubic feet per second; and
- c. Varra Well #3: Permit No #04313 - F, together with the rights to tributary groundwater decreed on May 2, 1974, as Varra Well #3 - #04313-F, in Case No. W-4530, District Court, Water Division No. 1, Colorado, with an appropriation date of May 15, 1963, for irrigation in the amount of .308 cubic feet per second; and
- d. Varra Well #4: Permit No #5167 - F, together with the rights to tributary groundwater decreed on May 2, 1974, as Varra Well #4 - #5167-F, in Case No. W-4530, District Court, Water Division No. 1, Colorado, with an appropriation date of March 15, 1964, for irrigation in the amount of .466 cubic feet per second.

And any and all other water rights and related ditches, pipelines, fixtures, easements, appurtenances and other rights and interests associated with such water rights.

Dated this ____ day of _____ 2021.

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

ATTEST:

By: _____

Mayor

By: _____

City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF WELD) ss

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by John Gates as Mayor of The City of Greeley, Colorado, a Colorado home rule municipal corporation, whose signature appears above.

Witness my hand and official seal.

Notary Public
My commission expires: _____

When recorded return to:

Longs Peak Dairy, LLC,
a Colorado limited liability company
45490 County Road 39
Pierce, Colorado 80524

EXHIBIT “N-2” TO PURCHASE AND SALE AGREEMENT
(Longs Peak Dairy)

(See attached Bargain and Sale Deed – Hasbrouck Farm Wells)

DRAFT - DO NOT EXECUTE

Exempt from State Documentary Fee

C.R.S. § 39-13-104(a)

Consideration - \$_____

BARGAIN AND SALE DEED FOR WATER RIGHTS

(C.R.S. § 38-30-115)

THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, whose street address is 1000 10th Street, Greeley, Colorado 80631, for the consideration of ***Ten and 00/100*** dollars (\$10.00) in hand paid, hereby sells and conveys to LONGS PEAK DAIRY, LLC, a Colorado limited liability company, whose address is 45490 County Road 39, Pierce, Colorado 80650, the following groundwater wells and associated water rights and interests located in Section 22, Township 8 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado, as represented by the following court decrees and well permits from the Colorado Division of Water Resources:

- a. Roseberry Well No. 1-11260, together with the rights to tributary groundwater decreed on July 28, 1976, as Roseberry Well No. 1-11260 in Case No. W-2109, District Court, Water Division No. 1, Colorado, with an appropriation date of April 30, 1936, for irrigation in the amount of 1.01 cubic feet per second;
- b. Roseberry Well No. 2-11261, together with the rights to tributary groundwater decreed on July 28, 1976, as Roseberry Well No. 2-11261 in Case No. W-2109, District Court, Water Division No. 1, Colorado, with an appropriation date of April 30, 1930, for irrigation in the amount of 0.444 cubic feet per second; and,
- c. Roseberry Well No. 3-11262, together with the rights to tributary groundwater decreed on July 28, 1976, as Roseberry Well No. 3-11262 in Case No. W-2109, District Court, Water Division No. 1, Colorado, with an appropriation date of April 30, 1950, for irrigation in the amount of 0.70 cubic feet per second.
- d. Dill Well No. 1-9303F, together with the rights to tributary groundwater decreed on December 23, 1975, as Dill Well No. 1-9303F in Case No. W-4379, District Court, Water Division No. 1, Colorado, with an appropriation date of April 27, 1965, for irrigation in the amount of 0.222 cubic feet per second;
- e. Dill Well No. 2-9304F, together with the rights to tributary groundwater decreed on December 23, 1975, as Dill Well No. 2-9304F in Case No. W-4379, District Court, Water Division No. 1, Colorado, with an appropriation date of April 28, 1965, for irrigation in the amount of 0.222 cubic feet per second;
- f. Dill Well No. 3-9305F, together with the rights to tributary groundwater decreed on December 23, 1975, as Dill Well No. 3-9305F in Case No. W-4379, District Court, Water Division No. 1, Colorado, with an appropriation date of April 30, 1965, for irrigation in the amount of 0.433 cubic feet per second;
- g. Dill Well No. 4-9306-F, together with the rights to tributary groundwater decreed on December 23, 1975, as Dill Well No. 4-9306-F in Case No. W-4379, District Court, Water

Division No. 1, Colorado, with an appropriation date of April 29, 1965, for irrigation in the amount of 0.433 cubic feet per second;

- h. Dill Well No. 5, together with the rights to tributary groundwater decreed on December 23, 1975, as Dill Well No. 5 in Case No. W-4379, District Court, Water Division No. 1, Colorado, with an appropriation date of December 31, 1944, for irrigation in the amount of 0.222 cubic feet per second;
- i. Dill Well No. 6, together with the rights to tributary groundwater decreed on December 23, 1975, as Dill Well No. 6 in Case No. W-4379, District Court, Water Division No. 1, Colorado, with an appropriation date of December 31, 1944, for irrigation in the amount of 0.222 cubic feet per second;
- j. Henry Dill Pumping System Plant No. 1, together with the rights to tributary groundwater decreed on September 10, 1953, as Henry Dill Pumping System Plant No. 1 (15361R) in Case No. CA11217, District Court, Water Division No. 1, Colorado, with an appropriation date of December 31, 1945, for irrigation in the amount of 1.12 cubic feet per second; and
- k. Henry Dill Pumping System Plant No. 2, together with the rights to tributary groundwater decreed on September 10, 1953, as Henry Dill Pumping System Plant No. 2 (15362R) in Case No. CA11217, District Court, Water Division No. 1, Colorado, with an appropriation date of December 31, 1925, for irrigation in the amount of 0.55 cubic feet per second; and
- l. Henry Dill Pumping System Plant No. 3, together with the rights to tributary groundwater decreed on September 10, 1953, as Henry Dill Pumping System Plant No. 3 (15363R) in Case No. CA11217, District Court, Water Division No. 1, Colorado, with an appropriation date of June 30, 1951, for irrigation in the amount of 0.77 cubic feet per second.

And any and all other water rights and related ditches, pipelines, fixtures, easements, appurtenances and other rights and interests associated with such water rights.

Dated this ____ day of _____ 2021.

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

ATTEST:

By: _____
Mayor

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by John Gates as Mayor of The City of Greeley, Colorado, a Colorado home rule municipal corporation, whose signature appears above.

Witness my hand and official seal.

Notary Public

My commission expires: _____

When recorded return to:

Longs Peak Dairy, LLC,
a Colorado limited liability company
45490 County Road 39
Pierce, Colorado 80524

Hasbrouck and Varra Farms Property Divestment

Presented to Greeley City Council

By Greeley Water & Sewer Dept.

July 6, 2021

Background

- On May 19, 2021 the Greeley Water and Sewer Board approved a purchase and sale agreement with Longs Peak Dairy for acquisition of 5 1/6 shares of Water Supply and Storage Company (WSSC)
 - WSSC is the number one target for the city's acquisition program
 - Part of the agreement includes the sale of two Greeley-owned farms, purchased in 2016 for water rights, to Longs Peak Dairy
 - Inclusion of the farms reduces capital outlay
 - Effectively trades farms for water

Background

- Proposed sale of two properties (Hasbrouck and Varra farms) to Longs Peak Dairy
 - Farms will be sold without water rights (dryland value)
 - Farms are valued at approximately \$2,000,000
 - Water and Sewer Board recommended to City Council to approve divestment

Hasbrouck & Varra Farms

- Hasbrouck Farm:
 - 282 +/- acres
 - \$1,100,000
- Varra Farm:
 - 156 +/- acres
 - \$900,000



Farm Divestment

- Longs Peak Dairy will continue to use the farms for agriculture
- Buyer Pays for diligence, no brokerage
- City obtains dry-up and revegetation covenants
- Leaseback for both farms
 - 10 year primary lease of water rights
 - Lease may be extended for up to 5, 1-year terms

Recommended Action

Staff Recommends Approval of the Ordinance and Agreement for
Divestment of the Hasbrouck/Varra Farm Properties

Questions?

Council Agenda Summary

July 6, 2021

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

Mike Garrott, Planning Manager, 970-350-9784

Title:

Public hearing to consider a change of zone from PUD (Planned Unit Development - Promontory Preliminary PUD) to PUD (Planned Unit Development - Promontory Preliminary PUD, Areas F, L & M, 2nd Amendment) zoning for approximately 99.233 acres, located east of Promontory Parkway, south of 16th Street and north of future 20th Street, known as Promontory PUD, Areas F, L & M, 2nd Amendment, and final reading of an ordinance changing the official zoning map to reflect the same.

Summary:

The applicants are requesting to rezone approximately 99.233 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development), known as the Promontory Preliminary PUD, Areas F, L and M, 1st Amendment. The applicants are proposing to add all R-L (Residential Low Density) uses to Area F and to relocate the required city park location from Area F to within Areas L and M. The proposed uses are found in the attached Planning Commission Summary.

The existing PUD allows for the following uses:

Area F: To be dedicated to the City for parks, open space, and the extension of the park and lake within Area E, Fire Station and Schools.

Area M: Single family dwellings, multi-family dwellings, two family dwellings, townhouse dwellings, as well as the following uses, not to exceed 15% of the acreage contained within each Planning area: banks, savings and loan, financial institutions, ATM's, drive-up windows, medical and dental offices and clinics, hotel, motel, office, recreation uses – community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools, etc.), membership clubs, health clubs, open space, parks (pocket), park (neighborhood), park (community / regional), restaurants, retail sales not to exceed 40,000 square feet, fire stations, schools, recreation uses.

The subject site is located east of Promontory Parkway, south of 16th Street and north of future 20th Street.

The Planning Commission considered this request on May 25, 2021 and recommended approval by a vote of 4-0.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a quasi-judicial process.

Other Issues and Considerations:

None noted.

Strategic Work Program Item or Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A) A motion that, based on the application received and the Project Summary and accompanying analysis, the proposed amendment to the Promontory Preliminary PUD, Areas F, L & M meets the applicable Development Code criteria, Sections 24-625 (c)(3) a. b. f. g. and h. and Section 24-663 (b) 1 and 2; and, therefore, the rezoning is approved.

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

Attachments:

Ordinance

Planning Commission Minutes (May 25, 2021)

Planning Commission Summary (Staff Report) (May 25, 2021)

PowerPoint Presentation

**CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2021
CASE NO. ZON2021-0006**

**INTRODUCTION AND FIRST READING OF AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP
OF THE CITY OF GREELEY, COLORADO, FROM PUD (PLANNED UNIT DEVELOPMENT -
PROMONTORY PRELIMINARY PUD) TO PUD (PLANNED UNIT DEVELOPMENT - PROMONTORY
PRELIMINARY PUD, AREAS F, L & M, 2ND AMENDMENT) ZONING FOR APPROXIMATELY 99.233
ACRES, LOCATED EAST OF PROMONTORY PARKWAY, SOUTH OF 16TH STREET AND NORTH OF
FUTURE 20th STREET**

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

Section 1. The property described in the legal description attached and marked Appendix A located in the city of Greeley is hereby changed from the zoning district referred to as Planned Unit Development - Promontory Preliminary PUD, to Planned Unit Development - Promontory Preliminary PUD, Areas F, L & M, 2nd Amendment, in the City of Greeley, County of Weld, State of Colorado.

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map are hereby changed so as to accomplish the above-described zoning changes, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

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

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

ATTEST

THE CITY OF GREELEY

City Clerk

Mayor

APPENDIX A
LEGAL DESCRIPTION

Lot 1, Promontory Imagine School, First Filing as recorded August 29, 2006 at Reception No. 3415275 of the Weld County Clerk & Recorder and Tract A, Promontory Imagine School Second Filing as recorded September 18, 2019 at Reception No. 4524406 of the Weld County Clerk & Recorder, County of Weld, State of Colorado

Vice-Chair Briscoe followed up to Ms. Mintz point, asking for clarification on what is the proposed traffic increase. Mr. Belanger responded that the project is anticipated to have a 10.1 percent increase. Vice-Chair Briscoe asked if the city has any plans for redesigning the intersection. Mr. Belanger informed that the 23rd Avenue and Highway 34 Bypass intersection is a CDOT intersection, but that he could speak with city traffic engineers.

Commissioner Modlin asked whether traffic could be diverted down 37th Road into Evans. Ms. Stoller explained that an access point to the mall is located south of the liquor store adjacent to the southern parcel and an additional roundabout provides a way to exit the site. Commissioner Andersen asked if 16th Avenue is able to empty to 11th Avenue via the old John Evans school site. After reviewing a map, Ms. Stoller stated that there appeared to be a way to get to 11th Avenue.

Commissioner Andersen moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed Use by Special Review for a residential apartment complex in the C-H (Commercial High Intensity) zone district is consistent with the Development Code criteria in Section 24-280; and, therefore, approves the Use by Special Review. Commissioner Modlin seconded the motion.

Commissioner Andersen commented that the proposed project is a creative use and a forward-looking, well-chosen location for residential especially with the bus stop as it currently exists. She noted her shared concerns of the neighbors regarding traffic. Vice-chair Briscoe agreed with Commission Andersen and neighbors regarding traffic concern. He added that the project proposed is an exciting opportunity for Greeley.

Motion carried 4-0.

V. Public hearing to consider a request for a Preliminary PUD Amendment to add all Residential Low Density uses to Area F and relocate the required city park location from Area F to Areas L and M

Project: Promontory Preliminary PUD, Areas F, L & M, 2nd Amendment

Case No.: ZON2021-0006

Applicant: Larry Buckendorf, on behalf of Promontory Investments LLC and Weldco Investors LLC

Location: East of Promontory Parkway, south of 16th Street and north of future 20th Street

Presenter: Mike Garrott, Planning Manager

Mike Garrott addressed the Commission and introduced the proposed agenda item as a Planned Unit Development for Promontory Parkway. Mr. Garrott provided an aerial view of the site located in West Greeley and described surrounding areas. He presented a slide of the Tripointe zoning map, noting that when the area was zoned, the property was sub-zoned resulting in various land uses. He stated that the applicant is requesting to remove the required parkland site from Area F, located near Promontory Parkway and 16th Street, a major arterial area to the site, to a more internal site in the site. He reported that Area F

would become Residential Low Intensity. Mr. Garrott showed a zoomed in view of the 99-acre subject site.

Mr. Garrott provided a summary of the current allowed uses in Area F, adding that uses for a fire station and schools were added in 2019. He stated that Area L & M have essentially residential uses with some lower commercial uses. Mr. Garrott presented several site photos.

Mr. Garrott summarized the Planned Unit Development approval criteria stating that the property has been undeveloped since the project was planned in 1999. He described that the proposal is for a community related use, a park site, and stated that a subdivision request will be presented in the coming weeks. Mr. Garrott reported that the project supports the Comprehensive Plan and Planned Unit Development requirements. Notice letters were mailed to 36 property owners with 500 feet, signs were posted and legal notice was provided in the local newspaper on with no citizen input. Staff recommended approval.

Commissioner Modlin asked about the timeline for a traffic light where this project exits onto Highway 34 bypass. Mr. Garrott clarified the location, the north side of the site, and stated he has not heard of an expected timeline but would speculate when warrants are met, a traffic light will be considered for the location. Commissioner Modlin asked if the traffic light would be installed by CDOT or the City of Greeley. Mr. Garrott explained it would be a cooperative discussion between CDOT and the City. He added that an updated traffic study would need to be conducted since the intersection does not warrant a new traffic light at this time.

Morgan Kidder, Journey Homes, 7251 W 20th Street Suite, Greeley, addressed the Commission and offered to answer any questions.

Commissioner Franzen asked for clarification regarding the reason for moving the park to a more interior part of the lot. Mr. Garrott responded that it was for functionality and potential proximity to a school site. He noted that the proposed location is more integrated into the neighborhood compared to the original approved location from 1999.

Upon question by Commissioner Modlin, Mr. Kidder reported that the homes would be constructed similar to those at the Sheep Draw project on 83rd Avenue.

Vice Chair Briscoe opened the public hearing at 2:04 p.m. There being no communication by U.S. mail, email or Zoom Chat or Q&A, the public hearing was closed at 2:05 p.m.

Commissioner Andersen moved that, based on the application received and the Project Summary and accompanying analysis, the Planning Commission finds that the proposed amendment to the Promontory Preliminary PUD, Areas F, L & M, meets the applicable Development Code criteria, Section 24-625(c) (3) a, b, f, g and h, and Section 24-663(b) 1 and 2; and, therefore, recommends approval of the rezone to the City Council. Commissioner Franzen seconded the motion. Motion carried 4-0.

PLANNING COMMISSION SUMMARY

ITEM: Amendment to the Promontory Preliminary PUD

FILE NUMBER: ZON2021-0006

PROJECT: Promontory Preliminary PUD, Areas F, L& M, 2nd Amendment

LOCATION: Promontory Parkway, south of 16th Street and north of future 20th Street

APPLICANT: Larry Buckendorf on behalf of Promontory Investments, LLC on and Weldco Investors LLC

CASE PLANNER: Mike Garrott AICP, Planning Manager

PLANNING COMMISSION HEARING DATE: May 25, 2021

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public and shall then make a recommendation to the City Council regarding the application in the form of a finding based on the review criteria in Section 24-625 (c)(3) and 24-663 (b)(1-2).

EXECUTIVE SUMMARY

The City of Greeley is considering a request by Larry Buckendorf on behalf of Promontory Investments, LLC and Weldco Investors LLC for a Preliminary PUD amendment. The applicants are proposing to add all R-L (Residential - Low Density) uses to Area F (*See Attachment D and E*) and relocate the required city park location from Area F to Areas L and M. The property consists of approximately 99.233 acres and is located east of Promontory Parkway, south of 16th Street and north of future 20th Street. (*See Attachment A – Vicinity Map*)

A. REQUEST

The applicant is requesting approval of the PUD Amendment. (*See Attachment A – Vicinity Map and Attachment B – Project Narrative*).

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning:

North: PUD (Planned Unit Development)

South: PUD (Planned Unit Development)

East: H-A (Holding Agricultural)

West: PUD (Planned Unit Development)

Surrounding Land Uses:

North: Single family dwellings

South: Portion of 20th Street / Future 20th Street

East: Vacant (Farm land)

West: Undeveloped, Commercial

Site Characteristics:

The site is currently undeveloped with no natural, unique, or special topography, vegetation, wildlife or other factors, which could influence development options. Perimeter landscaping has been installed along Promontory Parkway, at the intersections of Promontory Parkway and 20th Street and along 16th Street. Twentieth Street was recently constructed south of the subject site, as part of Fire Station No. 6 construction. Detached sidewalks exist along Promontory Parkway and along portions of the northside of 20th Street. The property slopes from the northwest to the south and southeast. Drainage is conveyed to an existing detention pond and storm water line (southeast corner of US Hwy 34 Bypass and Promontory Parkway).

D. BACKGROUND

The property was annexed into the City in 1985 as part of the Golden Triangle Second Annexation (File No. 2:85) and zoned PUD, which consisted of an area of approximately 1,701 acres. The intent of the concept Golden Triangle PUD was to allow for mixed-use development, including open space, residential, commercial, industrial, and recreational uses. The conceptual PUD plan shows light industrial development, business office park, and commercial uses on the southern portion of the PUD area that transitioned to various densities of residential and recreational/open space uses to the north.

In 1997, the City Council approved an amendment, which broke the Golden Triangle Concept PUD from one PUD into six PUDs (File No. PUD 11:97). The amendment was intended to streamline the PUD approval process. Under the 1976 Development Code, PUD actions required all land owners to sign off on development plans. As the largest PUD in the City at the time, 1,701 acres, this requirement was found to be cumbersome. The concept PUD was split into six smaller PUDs, with each assigned a set of allowed uses based on the concept PUD plan. The subject site is located in the Golden Triangle Concept PUD #1. In accordance with the Golden Triangle Concept PUD, PUD #1 allowed industrial uses only.

On December 1, 1998, the City Council approved an amendment to the Golden Triangle PUD, which rezoned the subject property from PUD (Golden Triangle) to PUD (Tri-Pointe), (File No.

PUD 8:98). The Tri-Pointe PUD encompassed an area of 668.72 acres. The conceptual plan as approved, allowed for a mixture of land uses, varying from residential, institutional, corporate headquarters, general commercial, and a requirement for the dedication of parks, schools, fire station location.

On March 16, 1999, the City Council approved a second amendment to the Tri-Pointe PUD (File No. PUD 3:99) which amended the PUD and formally changed the name of the PUD to Promontory. This amendment capped the amount of allowed retail to 84.54 acres, increased the residential acreage cap from 200 acres to 250 acres (a minimum of 900 dwelling units), increased the height allowance for office/business uses from 40 feet to 70 feet and 60 feet for industrial uses, and required the developer to dedicate a 10 acre park as well as a minimum of 1.5 acres for a fire station location (see Attachment D).

On December 21, 1999, the City Council approved modifications to the previous Council hearing on March 16, 1999. At this hearing, the Council approved the allowance for detached sidewalks, site and building design standards, lighting standards, and specified that parking in non-residential areas could exceed 125 percent of the required parking, added a requirement for bicycle parking, revised off-street parking regulations, required landscaping to comply with the City's Development code, and modified the requirement of signatures to submit PUD for approvals. Under the revision, each land owner would be able to sign a waiver letter, "forfeiting their rights, which would allow future PUD's be signed only by those pre-approving the PUD when they buy land. This proposal would be in lieu of application for final PUD approvals being submitted by the property owner, metro district, and 75 percent of all property owners owning 75 percent of the land within that tract or sub-tract". The final provisions added, allowed individual property owners within the individual tracks or areas to be the applicant and did not require the metropolitan district signature for land not owned by the district.

In 1999, the City of Greeley approved two metropolitan districts that serve the Promontory development, which are known as Tri-Pointe Commercial District and Tri-Pointe Residential District (MD 1:99).

On October 4, 2000, a Final Plat was approved for the Promontory Subdivision (PUD 10:99), which created ten super pad lots and numerous tracks (Reception No. 2798115). The subject site was platted as part of Lot 1, which consisted of 287.15 acres. In 2006, the site was replatted into Tract B, Promontory Imagine School, First Filing (Reception No. 3415275), which consisted 134.262 acres. Lot 1 was platted to accommodate a private charter school, which was proposed to be development within Promontory. However, the charter school has decided not to move forward with development.

In 2019, the property owner of Promontory Imagine School, First Filing dedicated 2.5 acres of land for the purpose of a fire station as part of another plat, known as Promontory Imagine School, Second Filing (PUD2019-0011). The approved plat also included, Tract A (94.231 acres), 20th Street right-of-way and the subject property, Tract B, which is 40.920 acres (see Attachment C)

Since the land dedication, the City has finished the construction a new fire station (Station No. 6), which is located directly north of the subject property.

The permitted uses currently allowed within the Tri-Pointe PUD (aka Promontory PUD), Area F include: open space, City park, *fire stations, schools, recreation uses – City Council approved on 9/17/2019*

Areas L&M allow for the following uses: single family dwellings, multi-family dwellings, two family dwellings, townhouse dwellings, as well as the following uses, not to exceed 15% of the acreage contained within each Planning area: banks, savings and loan, financial institutions, ATM's, drive-up windows, medical and dental offices and clinics, hotel, motel, office, recreation uses – community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools, etc.), membership clubs, health clubs, open space, parks (pocket), park (neighborhood), park (community / regional), restaurants, retail sales not to exceed 40,000 square feet, *fire stations, schools, recreation uses – City Council approved on 9/17/2019*. See Attachment D.

The applicants are proposing to add R-L (Residential - Low Density) uses and relocate the required City Park from Area F to Areas L and M. Staff is currently reviewing a proposed Preliminary PUD (Promontory Imagine School Third Filing) for a residential development, which also includes an area for the required City Park site as part of the plat (PUD2020-0014). This application will be forwarded to the Planning Commission and City Council for future considerations.

E. APPROVAL CRITERIA

Development Code Section 24-625 Rezoning Procedures

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

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

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

Staff Comment: Since the zoning in 1998, two major headquarters have been constructed and over 300 single family lots have been development within the Promontory development. Recently, the City of Greeley constructed Fire Station Number 6, adjacent to the subject rezoning. The subject property has remained undeveloped for over 22 years, without any land use approvals (except for replatting) requests. The

applicant has stated that the limitation of land use options has impacted the development options on the tract. As such, the applicant would like to provide more flexibility with the site, by allowing additional residential land uses and relocating the City Park within the proposed residential development (PUD2020-0014), which will be forwarded for review by the Planning Commission and City Council at future hearings.

The proposal complies with this criterion.

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

Staff Comment: The subject site has been zoned Planned Unit Development (PUD) for over 22 years, without any development within the sites. The zoning designation does not appear to be obsolete, however, adding additional uses to the sites could help make the properties more marketable.

The proposal complies with this criterion.

c) Are there clerical or technical errors to correct?

Staff Comment: There are no clerical or technical errors to correct.

This criterion is not applicable to this request.

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

Staff Comment: The site does not contain any known detrimental environmental conditions.

This criterion is not applicable to this request.

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

Staff Comment: The rezone would allow the relocation of a City Park, which would be platted and construed following successful future land use approvals.

The proposal complies with this criterion.

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

Staff Comment: It is not anticipated that the proposed zoning would create significant impacts on the property or adjacent land uses.

Any potential noise created by future development will be regulated by the Municipal Code. The appropriate buffering would be required to be provided, which would lessen any potential visual impacts. City services should not be impacted, since the surrounding area is already served by municipal services such as water and sewer. Police and Fire are already serving this area since it is within the City of Greeley. Any new development would need to connect to the nearby City water, non-potable water and sewer facilities.

The proposal complies with this criterion.

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

Staff Comment: There are no zoning overlay requirements for the subject property. The proposal is consistent with the Imagine Greeley Comprehensive Plan and its sub-elements, specifically the Strategic Housing Plan regarding the facilitation of developing new housing communities. The proposal is supported by the following specific Imagine Greeley Comprehensive Plan goals and objectives:

Goal ED-3: Attract and maintain an employed, skilled, and adaptable workforce.

Objective ED-3.1 Diverse Workforce

Provide diverse economic opportunities, jobs, and housing and transportation options to ensure that Greeley is attractive to and inclusive of a diverse workforce.

Goal GC-1: Manage growth effectively.

Objective GC-1.3 Adequate Public Facilities

Restrict development to the Adequate Public Facilities Area (APFA) except where the developer provides the equivalent level, or cash-in-lieu at a rate determined by the City, to install infrastructure that would otherwise be provided by the City.

Goal GC-2: Promote a balanced mix and distribution of land uses.

Objective GC-2.2 Jobs/Housing Balance

Support zoning and development patterns that expand opportunities for people who live in Greeley to also work in Greeley (or vice versa).

Goal GC-3: Promote new development, infrastructure investments, and public improvements that enhance the character of the community.

Objective GC-3.4 Tree City

Reinforce the community's image as a "Tree City" by promoting the establishment and maintenance of tree-lined travel corridors throughout the community, taking into consideration water use, conservation strategies, and the natural environment.

Goal GC-6: Maintain and enhance the character and inter-connectivity of Greeley's neighborhoods.

Objective GC-6.2 Neighborhood Connectivity

Promote design standards and practices that improve connectivity for all modes between neighborhoods and adjacent neighborhoods, centers, corridors, and areas.

Goal HO-2: Encourage a broad diversity of housing options.

Objective HO-2.1 Diversity in New Development

Encourage a variety of housing types, sizes, styles, and price-points of housing units within new residential projects or subdivisions. Ensure that Greeley has neighborhoods and/or development sites available and attractive to its desired workforce, including higher-end housing for executives and other high-paid workers.

Goal NR-1: Protect, conserve, maintain, and improve the quality and quantity of water available to Greeley.

Objective NR-1.4 Non-Potable Water

Assertively promote the use of non-potable water for irrigation as a viable and efficient alternative to treated water.

Goal NR-3: Demonstrate stewardship of the environment.

Objective NR-3.7 Urban Forest

Protect, maintain, and expand the urban forest within and around the city.

Goal TM-1: Develop and maintain an accessible, integrated, safe, and efficient transportation system.

Objective TM-1.2 Pedestrian Movements

Ensure pedestrian movement and accessibility is considered in the design and construction of all public and private development projects. Ample and safe sidewalks and other pedestrian pathways within and between developments should be provided.

Goal TM-3: Ensure that land use and transportation decisions, strategies, and investments are coordinated and complementary.

Objective TM-3.2 Supportive Development

Ensure that all proposed development projects demonstrate the ability to accommodate pedestrian and bicycle travel.

The proposal complies with this criterion.

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

Staff Summary: There is no approved Zoning Suitability Plan for this property. The provided Zoning Suitability Map shows that the property can be development in accordance with the Development Code.

The proposal complies with this criterion.

Standards for PUD establishment: In reaching recommendations and decisions as to rezoning land to the PUD district, the Planning Commission and the City Council shall apply the following standards in addition to the standards and procedures of Section 24-625 applicable to the rezoning of land:

1. Area Requirements

The area of a proposed PUD shall be of substantial size to permit its design and development as a cohesive unit fulfilling the stated purpose of these regulations and to establish the PUD as a meaningful part of the larger community.

Staff Comment: The site contains 99.23 acres; Section 24-663 (b)(1) of the Greeley Development Code limits consideration for PUD establishment to a minimum of two (2) acres in size.

The proposal complies with this criterion.

2. Is the proposed Preliminary/Concept PUD Consistent with the Land Use Chapter of the Comprehensive Plan

A PUD proposal shall be found to be consistent with all applicable elements of the Land Use Chapter of the City's adopted Comprehensive Plan with respect to its proposed internal design and use, its relationship to adjacent areas, and the City as a whole before it may be zoned as a PUD.

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

Staff Comment: The proposal is consistent with the Imagine Greeley Comprehensive Plan and its sub-elements, specifically the Strategic Housing Plan regarding the facilitation of developing new housing communities. The proposal is supported by the following specific Imagine Greeley Comprehensive Plan goals and objectives:

Goal ED-3: Attract and maintain an employed, skilled, and adaptable workforce.

Objective ED-3.1 Diverse Workforce

Provide diverse economic opportunities, jobs, and housing and transportation options to ensure that Greeley is attractive to and inclusive of a diverse workforce.

Goal GC-1: Manage growth effectively.

Objective GC-1.3 Adequate Public Facilities

Restrict development to the Adequate Public Facilities Area (APFA) except where the developer provides the equivalent level, or cash-in-lieu at a rate determined by the City, to install infrastructure that would otherwise be provided by the City.

Goal GC-2: Promote a balanced mix and distribution of land uses.

Objective GC-2.2 Jobs/Housing Balance

Support zoning and development patterns that expand opportunities for people who live in Greeley to also work in Greeley (or vice versa).

Goal GC-3: Promote new development, infrastructure investments, and public improvements that enhance the character of the community.

Objective GC-3.4 Tree City

Reinforce the community's image as a "Tree City" by promoting the establishment and maintenance of tree-lined travel corridors throughout the community, taking into consideration water use, conservation strategies, and the natural environment.

Goal GC-6: Maintain and enhance the character and inter-connectivity of Greeley's neighborhoods.

Objective GC-6.2 Neighborhood Connectivity

Promote design standards and practices that improve connectivity for all modes between neighborhoods and adjacent neighborhoods, centers, corridors, and areas.

Goal HO-2: Encourage a broad diversity of housing options.

Objective HO-2.1 Diversity in New Development

Encourage a variety of housing types, sizes, styles, and price-points of housing units within new residential projects or subdivisions. Ensure that Greeley has

neighborhoods and/or development sites available and attractive to its desired workforce, including higher-end housing for executives and other high-paid workers.

Goal NR-1: Protect, conserve, maintain, and improve the quality and quantity of water available to Greeley.

Objective NR-1.4 Non-Potable Water

Assertively promote the use of non-potable water for irrigation as a viable and efficient alternative to treated water.

Goal NR-3: Demonstrate stewardship of the environment.

Objective NR-3.7 Urban Forest

Protect, maintain, and expand the urban forest within and around the city.

Goal TM-1: Develop and maintain an accessible, integrated, safe, and efficient transportation system.

Objective TM-1.2 Pedestrian Movements

Ensure pedestrian movement and accessibility is considered in the design and construction of all public and private development projects. Ample and safe sidewalks and other pedestrian pathways within and between developments should be provided.

Goal TM-3: Ensure that land use and transportation decisions, strategies, and investments are coordinated and complementary.

Objective TM-3.2 Supportive Development

Ensure that all proposed development projects demonstrate the ability to accommodate pedestrian and bicycle travel.

The proposal complies with this criterion.

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

Staff Summary: There is no approved Zoning Suitability Plan for this property. The provided Zoning Suitability Map shows that the property can be development in accordance with the Development Code.

The proposal complies with this criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject site is part of the Promontory Imagine School Second Filing Subdivision (Tract A) which was platted on September 18, 2019 (Rec No. 4524406).

2. HAZARDS

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

3. WILDLIFE

The site is not located in an area of ecological significance.

4. FLOODPLAIN

The property is not located within any flood zones.

5. DRAINAGE AND EROSION

There are no concerns with drainage and/or erosion on the subject site.

6. TRANSPORTATION

Access to the subject site can be obtain from future 20th Street, adding R-L and relocated the required City Park uses should not negatively impact the area. The City will review any proposed uses, as it relates to transportation at the time of site development.

G. SERVICES

1. WATER

Water services are available in the area and can adequately serve the subject site.

2. SANITARY SEWER

Sanitation services are available in close proximity to all of the parcels within the subject site and can adequately serve the area.

3. EMERGENCY SERVICES

The subject site is within the City of Greeley's Fire Protection area, the closest fire station is Station #6, which is located adjacent to the subject site.

4. PARK/OPEN SPACES

As proposed, the applicant is requesting to relocate the required park site from Area F to within Areas M and L. The future park site located will be evaluated with the subdivision process within the Areas M and L.

5. SCHOOLS

No schools are currently located within the subject area. The properties are within the Windsor-Severance School District. The schools that currently serves the area are: Skyview Elementary, Severance Middle School and Severance High School.

6. METROPOLITAN DISTRICT

The Tri-Pointe Residential Metropolitan District serves Tract A. At this time, the properties would be accessed the normal metropolitan district tax rate, which is currently 48.79 mills.

H. NEIGHBORHOOD IMPACTS

1. VISUAL

There are no proposed site changes corresponding to the PUD amendment at this time.

2. NOISE

There are no proposed site changes corresponding to the PUD amendment at this time.

I. PUBLIC NOTICE AND COMMENT

Neighborhood notices were mailed to surrounding property owners on May 12, 2021, per Development Code requirements. Additionally, three public notice signs were posted on the subject site on May 13, 2021. Notice was published in the Greeley Tribune on May 19, 2021.

J. MINERAL ESTATE OWNER NOTIFICATION

Mineral notice is not required for a rezone request.

K. PLANNING COMMISSION RECOMMENDED MOTION

Based on the application received and the Project Summary and accompanying analysis, the Planning Commission find that the proposed amendment to the Promontory Preliminary PUD, Areas F, L & M meets the applicable Development Code criteria, Sections 24-625 (c) (3) a. b. f. g. and h. and Section 24-663 (b) 1 and 2; and therefore, recommends approval of the rezone to the City Council.

L. ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Project Narrative

Attachment C – Promontory Imagine School, Second Filing Plat

Attachment D – Tri-Point Conceptual PUD Zoning Map

Attachment E – Supplemental Use Tables – Areas F, L & M only

ZON20 Item No. 16. **Promontory Preliminary PUD,
Areas F, L and M, 2nd Amendment**



Subject Parcel



Greeley Parcels



COMMUNITY DEVELOPMENT

April 29, 2021

City of Greeley
Planning and Zoning
1100 10th Street – 2nd Floor
Greeley, CO 80631

Re: Promontory PUD, Areas F, L and M, 2nd Amendment

Dear City of Greeley Staff,

The applicant is proposing to relocate the open space/park allowable land use within Areas L and M.

If you have any questions concerning this project, please contact me at robbie@northernengineering.com or call me at 970-221-4158.

Sincerely,

NORTHERN ENGINEERING SERVICES, INC.



Robbie Lauer
Project Manager

PROMONTORY IMAGINE SCHOOL SECOND FILING

A Replat of Tract A, Tract B and Outlot A, Promontory Imagine School First Filing,
Situate in the East Half of Section 11 and West Half of Section 12, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado

DEDICATION

TAGC Inc. being the sole owner(s) in fee of

Tract A, Tract B and Outlot A, Promontory Imagine School First Filing recorded August 28, 2006 as Reception No. 3415275 of the Records of Weld County, located in the East Half (E1/2) of Section Eleven (11) and in the West Half (W1/2) of Section Twelve (12), Township Five North (T5N), Range Sixty-seven West (R.67W) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado.

Said described parcel of land contains 144.670 Acres, more or less (a).

shown on the attached map as embraced within the heavy exterior lines thereon, has subdivided the same into lots and blocks as shown on the attached map, and does hereby set aside said portion or tract of land and designate the same PROMONTORY IMAGINE SCHOOL SECOND FILING to the City of Greeley, Weld County, Colorado, and does dedicate to the public, the streets and all easements over and across said late locations shown on said map; and does further certify that the width of said streets, the dimensions of the lots and blocks and the names and numbers thereof are correctly designated upon said map.

Signature of Owner Paul McIntosh

Witness my hand and seal this 18th day of September, A.D. 2019

NOTARIAL CERTIFICATE

STATE OF Colorado
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 18th day of September, 2019.

Richard McIntosh, President

Witness my hand and official seal.

My commission expires 2/18/21

Charles Guzman
Notary Public

(SEAL) JULIE L. GERMANO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 201400020
MY COMMISSION EXPIRES FEBRUARY 8, 2021

CERTIFICATE OF APPROVAL OF THE CITY ENGINEER TO DEVELOPMENT REVIEW AND CIVIL INSPECTIONS MANAGER

Approved this 18th day of September, 2019, by the City Engineer to Development Review and Civil Inspections Manager of the City of Greeley, Colorado.

Tina M...
City Engineer to Development Review and Civil Inspections Manager

CERTIFICATE OF APPROVAL BY THE COMMUNITY DEVELOPMENT DIRECTOR

Approved this 18th day of September, 2019, by the Community Development Director of the City of Greeley, Colorado.

Paul B. Groves
Community Development Director

SURVEYOR'S CERTIFICATE

That I, Paul B. Groves, do hereby certify that I prepared this plat from an actual and accurate survey of the land, including all existing right-of-way easements, and that the corner monuments shown thereon were properly placed under my supervision, in accordance with the regulations of the State of Colorado.



Paul B. Groves - On Behalf of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of Tract B, Promontory Imagine School First Filing, as bearing South 88°41'30" West, as monumented as shown on this plat, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 1711.56 feet with all other bearings contained herein relative thereto.

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

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 102)

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number FCC25167843, dated August 13, 2019 as prepared by Land Title Guarantee Company to delineate the aforesaid information.

FLOOD PLAIN NOTE

The subject property is in flood zone "X", areas determined to be outside the 0.2% annual chance of floodplain per FEMA flood map 08123C1511E and 08123C1512E both revised January 20, 2016.

CONTRAST NOTE

The entire property is in Zone PU0, Planned Unit Development.

GENERAL NOTES

1. All person who knowingly removes, alters or detaches any public land survey monument(s) or land boundary monument(s), or accessory commits a class two (2) misdemeanor pursuant to State Statute 18-6-508 CRS.
2. For all replats where lot lines or street locations change, all existing water and sewer stub-outs, fire hydrants, etc. shall be relocated to their appropriate location. Water main and sanitary sewer collection designs in this replatted area must conform to current City of Greeley design criteria.
3. A Development Agreement (Reception No. 2096810 and 3385351) has been filed in conjunction with Promontory Imagine School First Filing plat. That agreement should be viewed for additional stipulations or requirements that may encumber the property.
4. A full access point will be allowed on 20th Street West of Lot 1 in the future, see Sheet 2 of 2.



VICINITY MAP
SCALE: 1"=2000'

OWNER: TAGC, INC.
4221 BRIGH TON BLVD
DENVER, CO 80216

APPLICANT: CITY OF GREELEY
1000 10TH STREET
GREELEY, CO 80631

ENGINEER: SHORT ILLIOTT HENDRICKSON, INC. (SEH)
2000 SOUTH COLORADO BLVD
TOWER ONE, SUITE 2000
DENVER, CO 80222

SURVEYOR: KING SURVEYORS
650 GARDEN DRIVE
WINDSOR, CO 80550
PHONE: (970) 686-5011

LAND USE TABLE

LOT 1	2.507 ACRES	2%
TRACT A	94.231 ACRES	65%
TRACT B	40.920 ACRES	28%
RIGHT OF WAY	7.012 ACRES	5%
TOTAL	144.670 ACRES	100%

PARCEL	DESCRIPTION	DEDICATION	AREA	PERCENT	INTENDED OWNERSHIP/MAINTENANCE BY
LOT 1	FIRE STATION #6		2.507 ACRES	2%	CITY OF GREELEY
TRACT A	FUTURE DEVELOPMENT		94.231 ACRES	65%	PROPERTY OWNER
TRACT B	FUTURE DEVELOPMENT		40.920 ACRES	28%	PROPERTY OWNER
RIGHT OF WAY	PUBLIC USE		7.012 ACRES	5%	CITY OF GREELEY
TOTAL			144.670 ACRES	100%	

PROMONTORY IMAGINE SCHOOL SECOND FILING

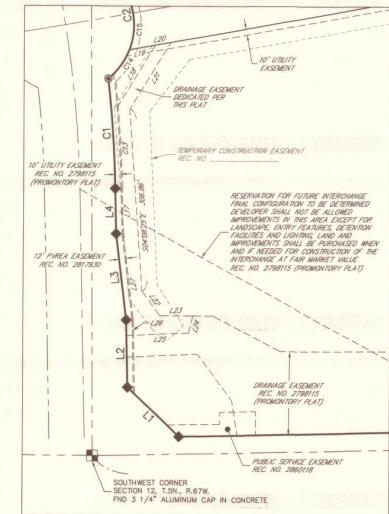
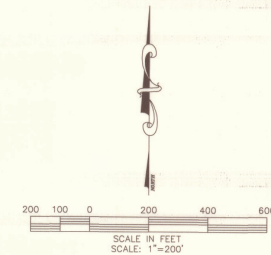
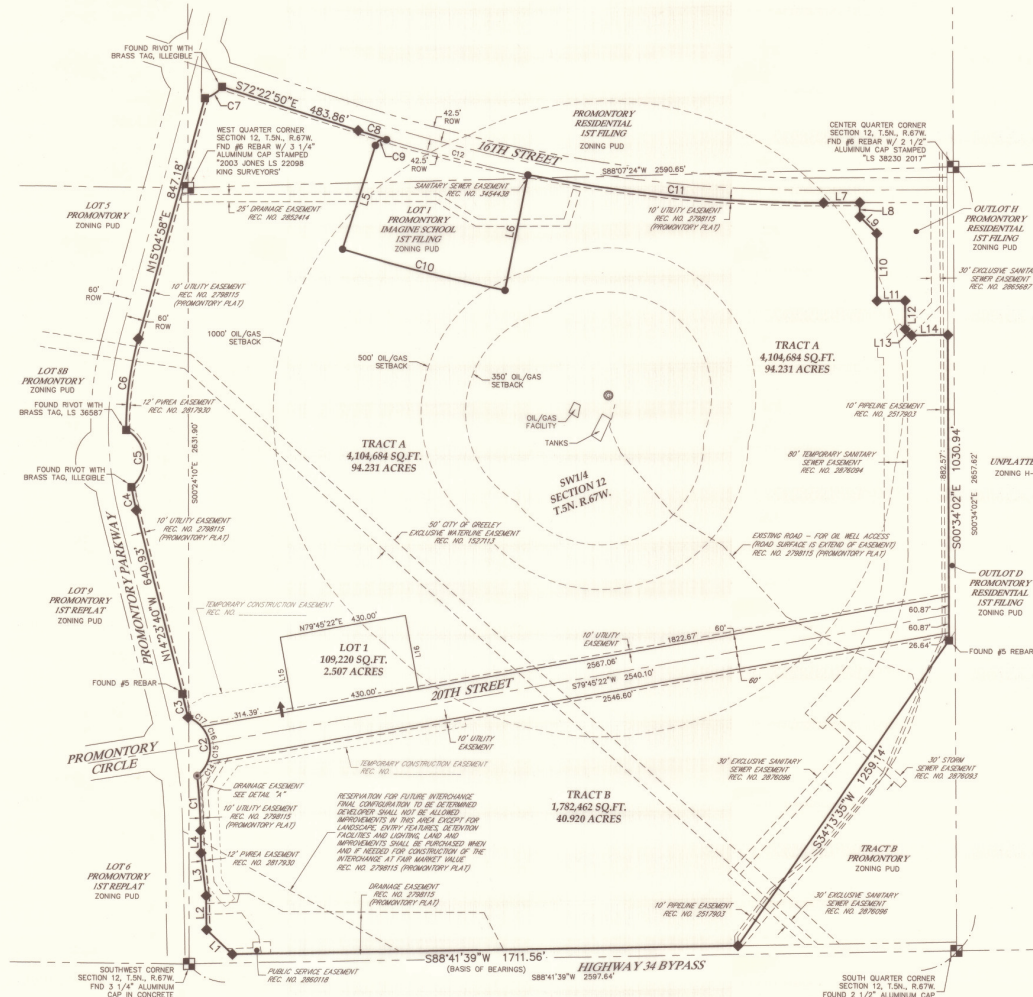
A Replat of Tract A, Tract B and Outlot A, Promontory Imagine School First Filing,
Situate in the East Half of Section 11 and West Half of Section 12, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado

LEGEND

---	EASEMENT LINE
---	CENTERLINE
---	SECTION LINE
---	RIGHT OF WAY LINE
---	BOUNDARY LINE
■	FOUND ALIQUOT CORNER AS DESCRIBED
●	SET ALIQUOT CORNER AS DESCRIBED
■	FOUND MONUMENT AS DESCRIBED
◆	FOUND #5 REBAR WITH ORANGE PLASTIC CAP LS 15609
●	SET 24" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED KS, LS 38209
●	SET RIVET & WASHER STAMPED KS, LS 38209
○	CALCULATED POSITION
→	FUTURE FULL ACCESS POINT

LINE	BEARING	LENGTH
L1	N46°18'21"W	120.92'
L2	N01°18'21"W	114.56'
L3	N07°00'22"W	145.98'
L4	N01°18'21"W	76.34'
L5	S17°12'36"W	370.30'
L6	N10°52'20"E	400.00'
L7	N89°29'58"E	122.85'
L8	S00°34'03"E	47.00'
L9	S44°44'58"E	81.52'
L10	S00°34'02"E	228.74'
L11	N89°29'58"E	86.00'
L12	S00°34'02"E	96.04'
L13	S45°16'11"E	30.00'
L14	N89°29'58"E	122.90'
L15	N10°43'38"E	254.00'
L16	S10°43'38"E	254.00'
L17	S01°18'21"E	75.82'
L18	S31°19'59"W	123.86'
L19	S79°45'22"W	44.83'
L20	N79°45'22"E	26.74'
L21	S31°19'59"W	133.17'
L22	N38°06'31"W	51.26'
L23	N89°35'17"E	56.16'
L24	N13°29'21"E	30.05'
L25	N87°26'36"E	95.34'
L26	S01°18'21"E	26.82'
L27	S07°00'22"E	145.98'

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	186.34'	2060.00'	57°05'58"	186.28'	N03°53'50"W
C2	244.01'	116.00'	120°31'28"	201.45'	N09°17'28"W
C3	82.72'	2060.00'	21°53'03"	82.71'	N13°14'38"W
C4	79.95'	1140.00'	4°01'05"	79.93'	N02°23'07"W
C5	228.58'	116.00'	112°54'10"	193.35'	N05°30'42"W
C6	312.87'	1140.00'	15°43'47"	311.98'	N07°13'05"E
C7	69.86'	116.00'	34°33'28"	68.91'	N56°39'24"E
C8	100.64'	5043.00'	1°08'36"	100.64'	S72°57'08"E
C9	46.74'	30.00'	89°15'59"	42.15'	S61°50'34"W
C10	587.35'	5443.00'	5°56'20"	587.08'	S76°08'39"E
C11	1006.81'	5043.00'	11°26'11"	1004.94'	S84°50'56"E
C12	493.46'	5043.00'	5°56'24"	493.29'	S76°19'38"E
C13	136.78'	2070.00'	24°47'08"	136.78'	N03°11'30"W
C14	60.87'	116.00'	30°04'03"	60.18'	N35°56'42"E
C15	63.06'	116.00'	31°08'51"	63.29'	N05°19'47"E
C16	63.06'	116.00'	31°08'51"	63.29'	N25°49'03"W
C17	57.02'	116.00'	28°09'43"	56.44'	N55°26'20"W



Paul B. Groves - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

DATE: 9/27/2018
FILE NAME: 20180634SUB
SCALE: 1"=200'
DRAWN BY: CSK
CHECKED BY: PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@Kingsurveyors.com



DATE: 5-29-19
REVISIONS: LOT 1, LOT 2 & ADDITIONAL EASEMENTS
DRAWN BY: CSK
CHECKED BY: PG
DATED: 08/13/2019
DATED: 08/13/2019

PROMONTORY IMAGINE SCHOOL SECOND FILING
FOR THE
CITY OF GREELEY
1000 10TH STREET
GREELEY, CO 80631

PROJECT #: 20180634

2

SHEET 2 OF 2

PROMONTORY PRELIMINARY PUD, AREAS F, L AND M, 2ND AMENDMENT

TRI-POINTE Mixed Use Development Conceptual Master Plan

Amendment to the Tri-Pointe Planned Unit Development
Submitted for Westfield Development Company

Zoning Notes

The Project shall be viewed as a single unit.

A waiver for the entire site shall be granted to allow development outside the Mid-Range Expected Service Area expressly contingent upon the issuance of a permit to a major employer for the construction of a minimum facility of 150,000 square feet intended to house at least 300 employees at the site, 500 at full build-out.

No residential or commercial construction shall be allowed until issuance of a building permit for the minimum size 150,000 square foot facility by a major employer.

No fewer than 900 residential units shall be constructed at ultimate build-out.

Any land dedication does not include any water rights.

Should the fire district not require the prescribed land at time of dedication, requirement to dedicate will be waived.

Height Limits: (a) Office uses: 70' excluding enclosed mechanical penthouses or screened rooftop appurtenances.

(b) Retail/Commercial Uses: 40' excluding screened rooftop appurtenances.

All final PUD approvals shall be granted by City Council unless Council approves a set of design guidelines applicable to the various planning areas or uses. In that event, Planning Commission may approve all PUD's governed by those approved guidelines.

This PUD is valid for a period of three years from the date of its approval. If a major employer does not meet the minimum requirements set forth in this PUD within the three year time frame, the entire PUD must return to City Council for review.

Planned Unit Development Criteria

The Tri-Pointe PUD Amendment of 10/16/98 is an amendment to the land uses and development criteria of the existing Tri-Pointe PUD. Open space requirements are being met within Areas E and F and within the eventual parcel by parcel site plans.

Mixed Use

Land Uses as identified on this PUD may be combined to the extent identified within the land use mix language of this PUD to encourage a creative mixture of housing, work and shopping opportunities. Quantities and types of specific land uses will be determined at Site Plan of the individual parcels.

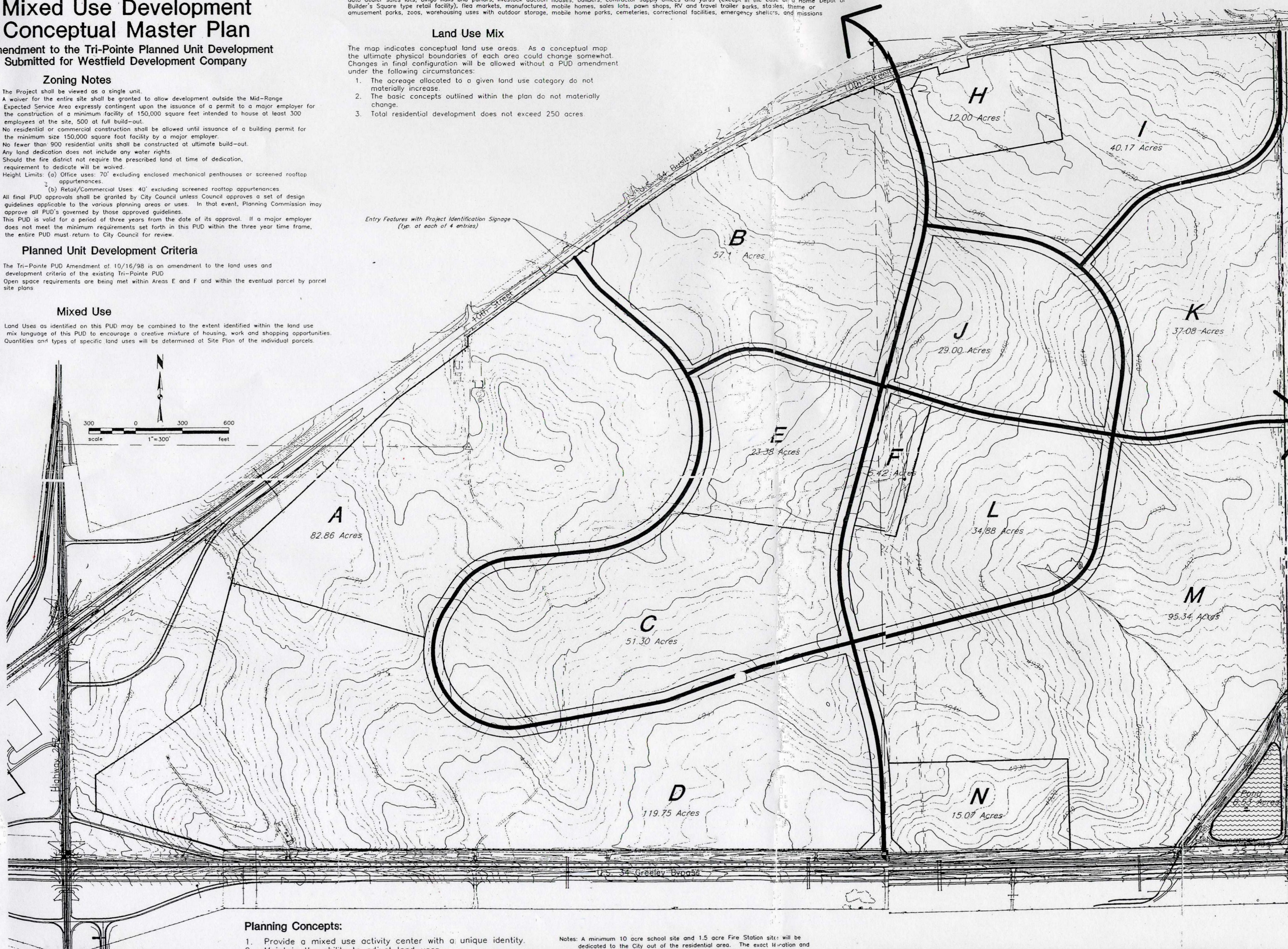
Uses not permitted at Tri-Pointe:
airports, heliports, auto dismantling, junk and salvage yards, bulk storage of flammable liquids and gases for resale (unless temporary for construction purposes only), farm equipment, implement, diesel and sales and repair concrete, asphalt batch plants (unless temporary for construction purposes only), food processing, foundries, grain and feed elevators and supply, recycling centers, large collection and processing facilities, refuse transfer stations, rendering plants, slaughterhouse, meat processing, packaging, utility, commercial towers and cabinets over building height permitted by zone, transportation facilities, low impact, trucking and freight terminals, truck, trailer and large equipment rental, adult entertainment, kennels, auto dealer sales lots, bingo halls and parlors, livestock auction houses, builders, contractor supply offices and yards (except in the case of a Home Depot or Builder's Square type retail facility), flea markets, manufactured, mobile homes, sales lots, pawn shops, RV and travel trailer parks, stables, theme or amusement parks, zoos, warehousing uses with outdoor storage, mobile home parks, cemeteries, correctional facilities, emergency shelters, and missions

Land Use Mix

The map indicates conceptual land use areas. As a conceptual map the ultimate physical boundaries of each area could change somewhat. Changes in final configuration will be allowed without a PUD amendment under the following circumstances:

1. The acreage allocated to a given land use category do not materially increase.
2. The basic concepts outlined within the plan do not materially change.
3. Total residential development does not exceed 250 acres

Entry Features with Project Identification Signage
(typ. at each of 4 entries)



Allowable Land Use by Area

- Areas A and B Office**
- Banks, savings and loans, financial institutions, ATM's, drive-up windows and rental
 - Medical and dental offices and clinics, massage therapists, medical supply stores and rental
 - Office and corporate headquarters
 - Parking lots and structures
 - Restaurants, deli, cafe, if contained within a primary use building
 - Churches and Schools (Area B only)
 - Recreational areas (Area B only)

- Area C Office/Commercial One**
- Banks, savings and loans, financial institutions, ATM's, drive-up windows and rental
 - Medical and dental offices and clinics, massage therapists, medical supply stores and rental
 - Commercial laundries and dry cleaning plants
 - Crematoriums
 - Manufacturing, fabrication, assembly
 - Newspaper and publishing plants, binderies
 - Office and corporate headquarters
 - Parking lots and structures
 - Recycling centers - small collection
 - Restaurants, deli, cafe, if contained within a primary use building
 - Research and testing labs
 - Retail sales only as an enclosed regional mall containing a minimum of two anchor stores and 400,000 square feet.
 - Free-standing restaurants only in conjunction with an enclosed mall
 - Multi-family residential not to exceed 25 acres within Areas C and D combined
 - Telecomm. uses
 - Satellite earth station antennas over 18 inches in diameter
 - Utility, comm. towers and cabinets less than building height permitted by zone
 - Utility, comm. towers and cabinets over building height permitted by zone
 - Transportation facilities
 - Low impact
 - High impact
 - Utility service facilities
 - Less than 300 sq. ft., no office or storage space
 - More than 300 sq. ft., no office or storage space

- Area D Office/Commercial Two**
- Animal uses - veterinary clinics (no outdoor runs)
 - Art, dance, photo studios, galleries
 - Auto uses, car wash
 - Banks, savings and loans, financial institutions, ATM's, drive-up windows
 - Bars, taverns, nightclubs, lounges
 - Bowling alleys
 - Brew pubs
 - Commercial laundries and dry cleaning plants
 - Convenience stores with or without gas sales
 - Crematoriums
 - Dry cleaning (no cleaning on-site)
 - Farmers markets
 - Gas stations
 - Gas stations with repair, lube and tire shops
 - Golf uses - Golf courses, country clubs, driving ranges, miniature golf
 - Laundromats
 - Lodging - Bed and Breakfast, hotels, motels
 - Manufacturing, fabrication, assembly
 - Medical and dental offices and clinics, massage therapists, medical supply stores and rental
 - Movie theaters, indoor theaters
 - Newspaper and publishing plants, binderies
 - Nurseries, greenhouses, garden shops
 - Offices and corporate headquarters
 - Parking lots and structures
 - Personal service shops (beauty, barber, tanning and nail salons, shoe repair)
 - Pet stores
 - Printing, copying shops, mail centers
 - Radio and TV stations with antennas lower than 30 feet
 - Recreation uses - Community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, etc.), members clubs, health clubs, martial arts studios, open space, park (pocket), park (neighborhood), park (comm/reg)
 - Recycling centers - small collection
 - Restaurants - cafes, and other eating establishments (including outdoor seating/eating areas), drive-in or drive-thru facilities (including outdoor seating areas), drive-up windows
 - Retail sales - under 3,000 square feet, 3,000 to 40,000 square feet, large retail (over 40,000 square feet), including a regional mall
 - Auditoriums, sports arenas, stadiums
 - Research and testing labs
 - Multi-family residential not to exceed 25 acres, within Areas C and D, combined
 - Telecomm. uses
 - Satellite earth station antennas over 18 inches in diameter
 - Utility, comm. towers and cabinets less than building height permitted by zone
 - Utility, comm. towers and cabinets over building height permitted by zone
 - Transportation facilities
 - Low impact
 - High impact
 - Utility service facilities
 - Less than 300 sq. ft., no office or storage space
 - More than 300 sq. ft., no office or storage space

Area E Open Space

Any open space designated in the original or amended PUD shall be developed as a part of the overall development and shall be maintained as such.

Area F Open Space/Park Residential R-1 Uses, and as amended

To be dedicated to City for parks, open space, and the extension of the existing Tri-Pointe PUD.

- Area H and I Commercial**
- Animal uses - veterinary clinics (no outdoor runs)
 - Art, dance, photo studios, galleries
 - Auto uses, car wash
 - Banks, savings and loans, financial institutions, ATM's, drive-up windows
 - Bars, taverns, nightclubs, lounges
 - Bowling alleys
 - Brew pubs
 - Convenience stores with or without gas sales
 - Dry cleaning (no cleaning on-site)
 - Gas stations
 - Gas stations with repair, lube and tire shops
 - Laundromats
 - Personal service shops (beauty, barber, tanning and nail salons, shoe repair similar)
 - Pet stores
 - Printing, copying shops, mail centers
 - Membership clubs, health clubs, martial arts studios
 - Restaurants - Cafes, and other eating establishments (including outdoor seating areas), drive-up windows
 - Retail sales - Under 3,000 square feet, 3,000 to 40,000 square feet, large retail (over 40,000 square feet)

- Areas J, K, L, and M Residential**
- Single family dwellings
 - Multi-family dwellings
 - Two family dwellings
 - Townhouse dwellings
 - The following uses, not to exceed 15% of the acreage contained within each Planning Area:
 - Banks, savings and loans, financial institutions, ATM's, drive-up windows
 - Medical and dental offices and clinics
 - Hotel, motel
 - Office
 - Recreation uses - Community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools, etc.), membership clubs, health clubs, open space, (pocket), park (neighborhood), park (comm/reg)
 - Restaurants
 - Retail sales not to exceed 40,000 square feet

- Area N Commercial and Residential**
- All uses permitted in C-H and R-H Zone Districts
- Area M (within Tract B, Promontory Imagine School Second Filing)**
- All uses permitted in C-H and R-H Zone Districts
 - Schools

Planning Concepts:

1. Provide a mixed use activity center with a unique identity.
2. Maintain the ability to adjust land uses.

Notes: A minimum 10 acre school site and 1.5 acre Fire Station site will be dedicated to the City out of the residential area. The exact location and

Promontory Preliminary PUD, Areas F, L & M, 2nd Amendment

Supplemental Use Tables

(~~Strikethrough~~ = Text removed, deleted) (**Bold, Italicized** = Text added)

Area F – (~~Open Space~~) **Proposed Residential**

~~To be dedicated to the City for parks, open space, and the extension of the park and lake within Area E.~~

-Fire Stations, schools, recreation uses – (ZON2019-0011) Approved on 9/17/2019

-R-L Uses, and as amended

Areas L and M. Residential

-Single family dwellings

-Multi-family dwellings

-Two family dwellings

-Townhouse dwellings

-open space / park

-Park to be dedicated to the City

-The following uses, not to exceed 15% of the acreage contained within each Planning area:

- Banks, savings and loan, financial institutions, ATM's, drive-up windows

-Medical and dental offices and clinics

-Hotel, motel

-Office

-Recreation uses – Community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools, etc.), membership clubs, health clubs, open space, parks (pocket), park (neighborhood), park (community / regional)

-Restaurants

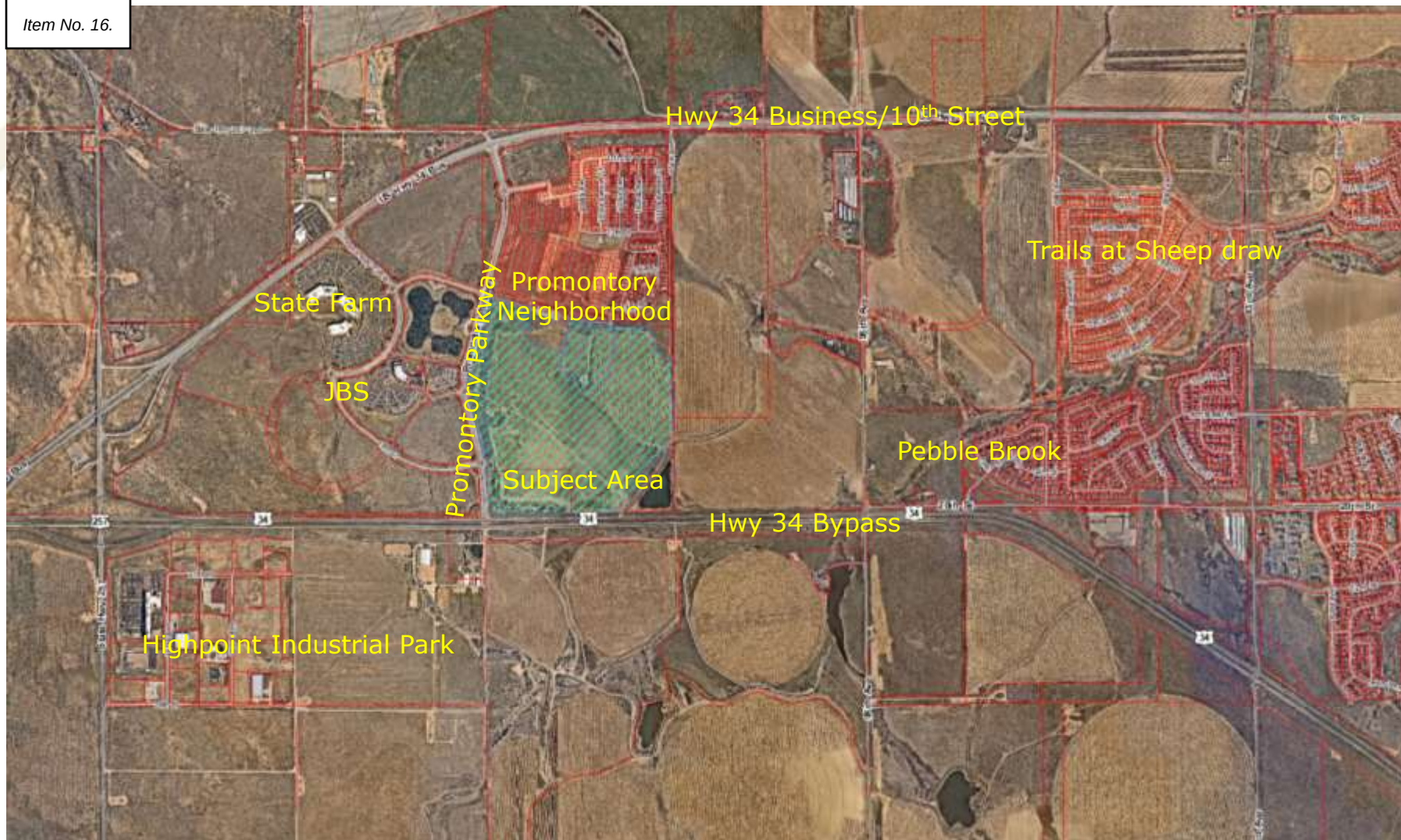
-Retail sales not to exceed 40,000 square feet

-Fire Stations, schools, recreation uses – Approved on 9/17/2019

Promontory Preliminary PUD, Areas F, L & M, 2nd Amendment

Promontory Imagine School, Third Filing, Preliminary PUD

Mike Garrott, Planning Manager



Promontory Planned Unit Development - 1st Amendment to Areas F, L, and M

TRI-POINTE
Mixed Use Development
Conceptual Master Plan

Amendment to the Tri-Pointe Planned Unit Development
Submitted for Westfield Development Company

Zoning Status

The Tri-Pointe PUD is located in the City of Greeley, Colorado. The PUD is currently zoned as a Planned Unit Development (PUD) under the City of Greeley's Zoning Ordinance. The PUD is located in the City of Greeley, Colorado, and is currently zoned as a Planned Unit Development (PUD) under the City of Greeley's Zoning Ordinance. The PUD is located in the City of Greeley, Colorado, and is currently zoned as a Planned Unit Development (PUD) under the City of Greeley's Zoning Ordinance.

Planned Unit Development Criteria

The Tri-Pointe PUD Amendment at 10/10/2018 is an amendment to the Tri-Pointe PUD. The Tri-Pointe PUD Amendment at 10/10/2018 is an amendment to the Tri-Pointe PUD. The Tri-Pointe PUD Amendment at 10/10/2018 is an amendment to the Tri-Pointe PUD.

Mixed Use

The Tri-Pointe PUD is located in the City of Greeley, Colorado. The PUD is currently zoned as a Planned Unit Development (PUD) under the City of Greeley's Zoning Ordinance. The PUD is located in the City of Greeley, Colorado, and is currently zoned as a Planned Unit Development (PUD) under the City of Greeley's Zoning Ordinance.

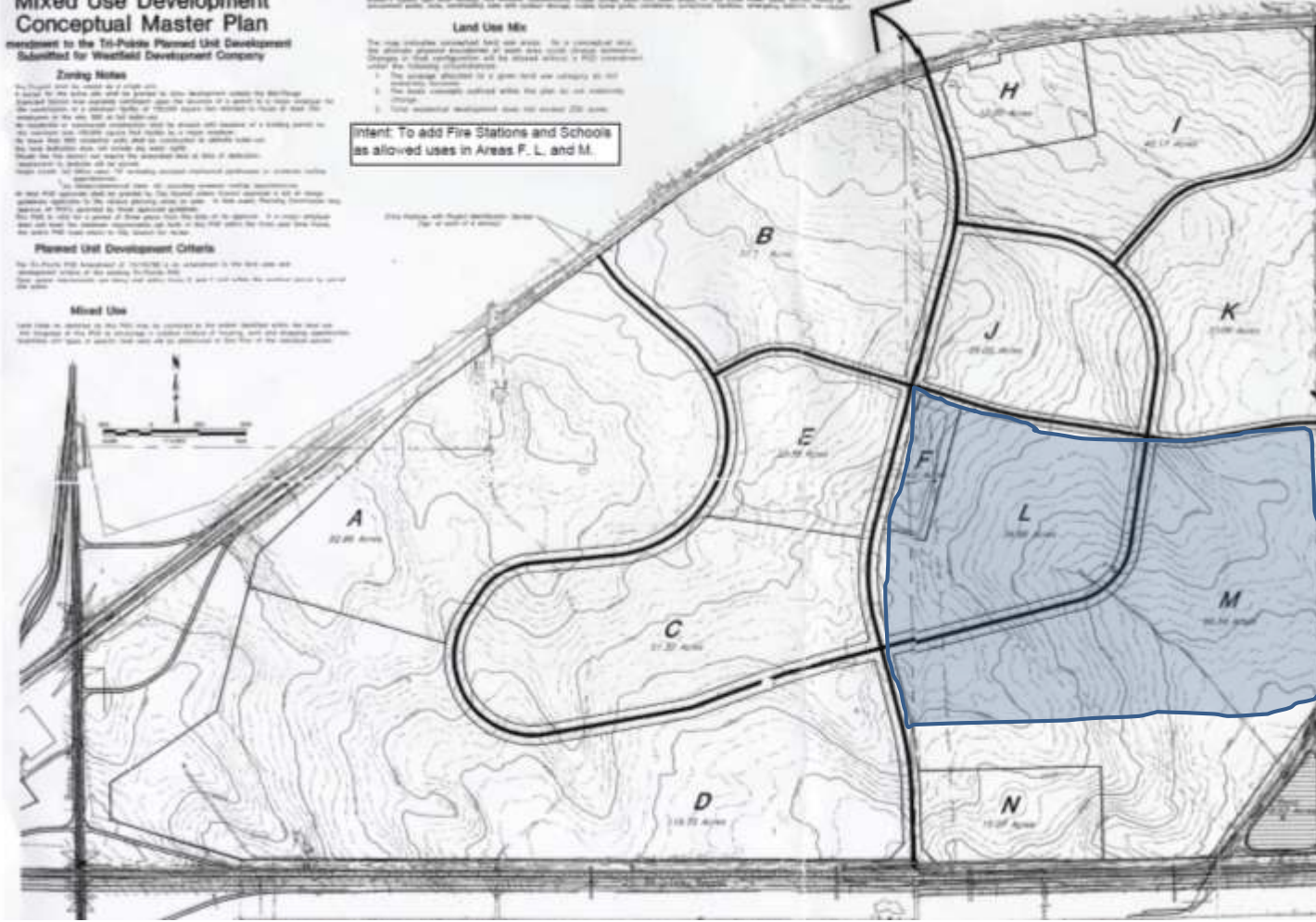
Land Use Mix
The map includes residential, commercial, and public uses. The map includes residential, commercial, and public uses. The map includes residential, commercial, and public uses.

- 1. The proposed amendment to the Tri-Pointe PUD is an amendment to the Tri-Pointe PUD.
- 2. The Tri-Pointe PUD Amendment at 10/10/2018 is an amendment to the Tri-Pointe PUD.
- 3. The Tri-Pointe PUD Amendment at 10/10/2018 is an amendment to the Tri-Pointe PUD.

Intent: To add Fire Stations and Schools
as allowed uses in Areas F, L, and M.

Allowed Land Uses by Type

Allowed Land Uses by Type
The Tri-Pointe PUD is located in the City of Greeley, Colorado. The PUD is currently zoned as a Planned Unit Development (PUD) under the City of Greeley's Zoning Ordinance. The PUD is located in the City of Greeley, Colorado, and is currently zoned as a Planned Unit Development (PUD) under the City of Greeley's Zoning Ordinance.



↑
NORTH



Allowed Uses in Area F

- Single family dwellings
- Multi-family dwellings
- Two family dwellings
- Townhouse dwellings
- The following uses, not to exceed 15% of the acreage contained within each Planning area:
 - Banks, savings and loan, financial institutions, ATM's, drive-up windows
 - Medical and dental offices and clinics
 - Hotel, motel
 - Office
 - Recreation uses – Community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools, etc.), membership clubs, health clubs, open space, parks (pocket), park (neighborhood), park (community / regional)
- Restaurants
- Retail sales not to exceed 40,000 square fee
- *Fire Stations, schools, recreation uses*

Allowed Uses in Area L & M

- To be dedicated to the City for parks, open space, and the extension of the park and lake within Area E.
- *Fire Station*
- *Schools*

Request

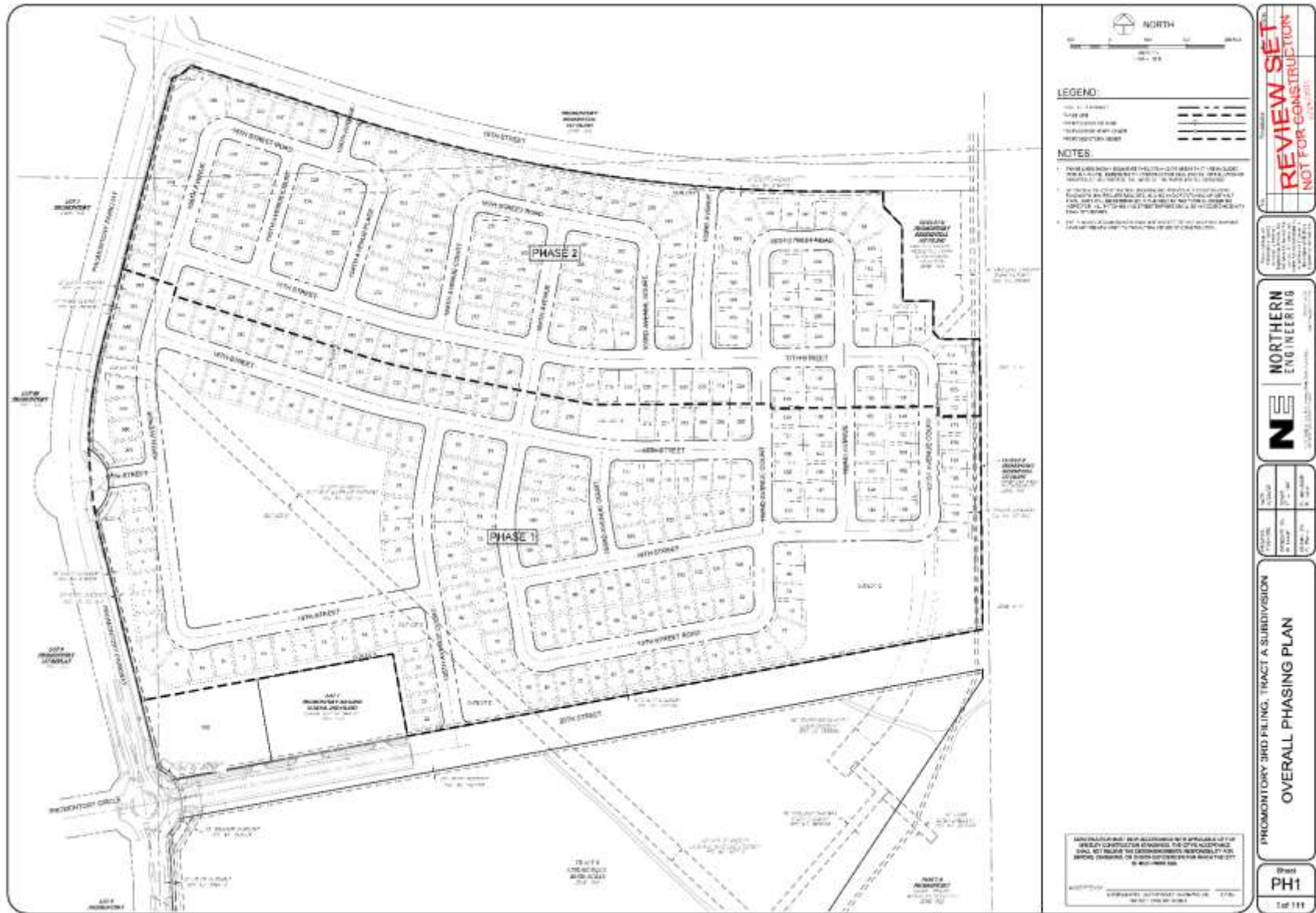
Proposed Preliminary PUD

- 99.233 acre site
- 362 single-family residential lots
- 1-lot, 2.077 acre (possible mixed use)
- 9.4 acre – future City Park
- Seven additional outlots for detention, utilities and open space
- 23.82 acres of dedicated right-of-way

Request

Variation of standards

- **Minimum lot size of 5,300 square feet - Range 5,300 to 12,957 – Average 6,690**
- **Setbacks – 14 foot front (living space), 20 foot (garage front), 15 foot rear**
- **Up to 70% house frontage to be garage area**
- **Window and door openings (Street façade) 8%**
- **60% front driveway coverage (front yard), 80% front driveway coverage (cul-de-sac)**



Proposed Preliminary Plat



View from 16th
Street to looking
south



Site Photos

View from east
looking west



Item No. 16.

View from 20th
Street looking
north and east

Site Photos



View from
Promontory
Parkway looking
northwest



Request

Rezone / PUD Criteria

Rezone

- **Complies with Section 24-625 of the Development Code, items a, b, e, f, g & h**

PUD

- **Complies with Section 24-663 with both standards, noting that the proposal complies with the Imagine Greeley Comprehensive**

Request

Preliminary PUD Criteria

- **Complies with Section 24-663 (c)**
 - **Imagine Greeley Comprehensive Plan**
 - **Strategist Housing Plan**
 - **Trade-offs (variations) would provide more innovative design than the typical standards**

Notice & Feedback

- **Notice letters were mailed to 36 property owners within 500 feet of site**
- **Sign was posted on the site & newspaper notice was published**
- **No citizen input received**

Recommendation

Planning Commission

- **Rezone – May 25th**
- **Preliminary PUD – June 8th**
- **APPROVAL (unanimous) for both items**

Recommendation of Approval

- **Promontory PUD, Areas F, L & M Rezone (2 motions)**
- **Promontory Imagine School, Third Filing Preliminary PUD (1 motion)**

Council Agenda Summary

July 6, 2021

Agenda Item Number

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

Mike Garrott, Planning Manager, 970-350-9784

Title:

Public hearing to consider establishment of a Preliminary PUD (Planned Unit Development) of 99.233 acres of land for the development of 362 residential lots, a 2.077 mixed use lot, a 9.40 acre future park site, open space and drainage outlots. The PUD is known as Promontory Imagine School, Third Filing Preliminary PUD. The property is located east of Promontory Parkway, south of 16th Street and north of future 20th Street.

Summary:

The applicants are requesting approval of a Preliminary PUD (Planned Unit Development) on 99.233 acres of land for the development of 362 residential lots, a 2.077 acre mixed use lot, a 9.40 acre future park site and open space and drainage outlots.

Creation and dedication of an outlet for a City park would fulfill the requirements of the zoning that a park site be dedicated within the Promontory PUD.

The Planning Commission considered the request on June 8, 2021 and unanimously recommended approval to City Council.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:

- 1) City staff presentation
- 2) Council questions of staff
- 3) Applicant presentation

- 4) Council questions of applicant
- 5) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 6) Staff and applicant responses, as applicable
- 7) Council discussion
- 8) Council decision

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistence with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A motion that, based on the project summary and accompany analysis, the proposed Preliminary PUD Plan is consistent with Section 24-663 of the Development Code and is therefore approved.

Attachments:

Planning Commission Minutes – Draft (June 8, 2021)

Planning Commission Summary (Staff Report) (June 8, 2021)

Mr. Mueller advised that an applicant could appeal a staff decision to the Planning Commission. He added that staff is also looking to expand the subarea plan to provide the capacity to do more fine grain planning.

Chair Yeater opened the public hearing at 2:10 p.m. There being no communication by U.S. mail, email or Zoom Chat or Q&A, the public hearing was closed at 2:10 p.m.

There was discussion about whether to include the creation of a punch list in the motion. Upon advice of legal counsel, the recommended motion in the packet was determined to be sufficient.

Commissioner Andersen moved that, based on the project summary and attached drafts of Chapters 7-12, the Planning Commission finds that the proposed revisions to Chapters 7-12 are consistent with the City's Comprehensive Plan and are necessary and appropriate in meeting the intent of the Comprehensive Plan and to clarify administration of the Development Code and recommends that the City Council adopt Chapters 7-12 of Title 24 as shown in Attachments A, C, E, G, I and K. Commissioner Schulte seconded the motion.

Motion carried 5-0.

VI. Public hearing to consider a request for a Preliminary PUD of 99.233 acres of land into 363 residential lots, a 9.40-acre future park site, open space and drainage lots

Project: Promontory Imagine School, Third Filing Preliminary PUD

Case No.: PUD2020-0014

Applicant: Larry Buckendorf, on behalf of Promontory Investments LLC and Weldco Investors LLC

Location: North of Highway 34 Bypass, east of Promontory Parkway and south of future 20th Street

Presenter: Mike Garrott, Planning Manager

Mike Garrott addressed the Commission, introduced the item and presented aerial photographs showing the location of the site. He described the proposal for 363 single-family residential lots on 99.233 acres that also includes a future park, outlots for detention, utilities, open space and a dedicated right-of-way.

Mr. Garrott reported that the zoning allows residential uses on the site, adding that the applicant is proposing a preliminary plat allowing that land uses can vary from a typical residential development. Mr. Garrott stated that the applicant proposes to vary the minimum lot size, setbacks, house frontage area, window and door openings, and driveway coverage.

Mr. Garrott presented a proposed preliminary plat and pointed out the utility easement, Outlot D and open space when fully amenitized. He discussed the proposal for a park and described the access points to the site from Promontory Parkway and 16th Street. Mr. Garrott also presented a proposed landscape plan and stated that non-potable water is proposed for irrigation of landscaping. He

added that approximately 28 percent of the overall site is open space and presented photographs of the site.

Mr. Garrott highlighted the development code criteria, noting that staff found the project supports the core values and principles of the comprehensive plan and strategic housing plan. He briefly described the amenities that will enhance the aspect of the project, including a connection to trails. Notice letters were sent to property owners within 500 feet, signs were posted, and notice was published in the newspaper with no citizen input. Staff recommended approval.

Commissioner Schulte asked whether there are restrictions in place limiting how far the front of a garage can extend from the front of a house. Mr. Garrott reported that the garage must be set back 20 feet from the street and the house set back 14 feet, adding that the developer is looking to set the garages back from the dwelling.

Morgan Kidder, 1751 West 20th Street, Greeley, addressed the Commission on behalf of the applicant. He indicated that the oil and gas well on Outlot H has been plugged and abandoned. Mr. Kidder offered to answer questions.

Chair Yeater opened the public hearing at 2:32 p.m. There being no communication by U.S. mail, email or Zoom Chat or Q&A, the public hearing was closed at 2:32 p.m.

Commissioner Andersen commented that she liked the idea of varying lot sizes.

Commissioner Andersen moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed Preliminary PUD Plan is consistent with Section 24-663 of the Development Code; and, therefore, recommends approval of the PUD plan as submitted to the City Council. Commissioner Romulo seconded the motion. Motion carried 5-0.

VII. Staff Report

Mr. Mueller thanked the Commissioners for the time they spent on the development code update and added that the department continues to see a lot of development activity. He reported that City Council declined to advance the home occupancy standards update on first reading and expressed appreciation to the Commission for its work on the topic.

IX. Adjournment

With no further business before the Commission, Chair Yeater adjourned the meeting at 2:39 p.m.

Justin Yeater, Vice Chair

Brad Mueller, Secretary

PLANNING COMMISSION SUMMARY

ITEM: Approval of a Preliminary PUD Development Plan

FILE NUMBER: PUD2020-0014

PROJECT: Promontory Imagine School Third Filing, Preliminary PUD

LOCATION: Promontory Parkway, south of 16th Street and north of future 20th Street

APPLICANT: Larry Buckendorf on behalf of Promontory Investments, LLC and Weldco Investors LLC

CASE PLANNER: Mike Garrott AICP, Planning Manager

PLANNING COMMISSION HEARING DATE: June 8, 2021

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public, and shall then make a recommendation to the City Council regarding the application in the form of a finding based on the Section 24-663 (c).

EXECUTIVE SUMMARY

The City of Greeley is considering a request by Larry Buckendorf on behalf of Promontory Investments, LLC and Weldco Investors LLC for a Preliminary PUD (Planned Unit Development) of 99.233 acres of land for up to 363 residential lots, a 9.40 acre future park site and open space and drainage outlots. The PUD is known as Promontory Imagine School, Third Filing Preliminary PUD. The property is located east of Promontory Parkway, south of 16th Street and north of future 20th Street. (*See Attachment A – Vicinity Map*).

A. REQUEST

The applicant is requesting approval of the Preliminary PUD. (*See Attachment A – Vicinity Map and Attachment B – Project Narrative*).

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning:

North: PUD (Planned Unit Development)

South: PUD (Planned Unit Development)

East: H-A (Holding Agricultural)

West: PUD (Planned Unit Development)

Surrounding Land Uses:

North: Single family dwellings

South: Portion of 20th Street / Future 20th Street

East: Vacant (Farm land)

West: Undeveloped, Commercial

Site Characteristics:

The site is currently undeveloped with no natural, unique, or special topography, vegetation, wildlife or other factors, which could influence development options. Perimeter landscaping has been installed along Promontory Parkway, at the intersections of Promontory Parkway and 20th Street and along 16th Street. Twentieth Street was recently constructed south of the subject site, as part of Fire Station No. 6 construction. Detached sidewalks exist along Promontory Parkway and along portions of the north side of 20th Street. The property slopes from the northwest to the south and southeast. Drainage is conveyed to an existing detention pond and storm water line (southeast corner of US Hwy 34 Bypass and Promontory Parkway).

D. BACKGROUND

The property was annexed into the City in 1985 as part of the Golden Triangle Second Annexation (File No. 2:85) and zoned PUD, which consisted of an area of approximately 1,701 acres. The intent of the concept Golden Triangle PUD was to allow for mixed-use development, including open space, residential, commercial, industrial, and recreational uses. The conceptual PUD plan shows light industrial development, business office park, and commercial uses on the southern portion of the PUD area that transitioned to various densities of residential and recreational/open space uses to the north.

In 1997, the City Council approved an amendment, which broke the Golden Triangle Concept PUD from one PUD into six PUDs (File No. PUD 11:97). The amendment was intended to streamline the PUD approval process. Under the 1976 Development Code, PUD actions required all land owners to sign off on development plans. As the largest PUD in the City at the time, 1,701 acres, this requirement was found to be cumbersome. The concept PUD was split into six smaller PUDs, with each assigned a set of allowed uses based on the concept PUD plan. The subject site is located in the Golden Triangle Concept PUD #1. In accordance with the Golden Triangle Concept PUD, PUD #1 allowed industrial uses only.

On December 1, 1998, the City Council approved an amendment to the Golden Triangle Concept PUD, which rezoned the subject property from PUD (Golden Triangle) to PUD (Tri-Pointe), (File No. PUD 8:98). The Tri-Pointe PUD encompassed an area of 668.72 acres. The conceptual plan as approved, allowed for a mixture of land uses, varying from residential, institutional, corporate headquarters, general commercial, and a requirement for the dedication of parks, schools, and fire station location.

On March 16, 1999, the City Council approved a second amendment to the Tri-Pointe PUD (File No. PUD 3:99) which amended the PUD and formally changed the name of the PUD to Promontory. This amendment capped the amount of allowed retail to 84.54 acres, increased the residential acreage cap from 200 acres to 250 acres (a minimum of 900 dwelling units), increased the height allowance for office/business uses from 40 feet to 70 feet and 60 feet for industrial uses, and required the developer to dedicate a 10 acre park as well as a minimum of 1.5 acres for a fire station location.

On December 21, 1999, the City Council approved modifications to the previous Council hearing on March 16, 1999. At this hearing, the Council approved the allowance for detached sidewalks, site and building design standards, lighting standards, and specified that parking in non-residential areas could exceed 125 percent of the required parking, added a requirement for bicycle parking, revised off-street parking regulations, required landscaping to comply with the City's Development code, and modified the requirement of signatures to submit PUD for approvals. Under the revision, each land owner would be able to sign a waiver letter, "forfeiting their rights, which would allow future PUD's be signed only by those pre-approving the PUD when they buy land. This proposal would be in lieu of application for final PUD approvals being submitted by the property owner, metro district, and 75 percent of all property owners owning 75 percent of the land within that tract or sub-tract". The final provisions added allowance for individual property owners within the individual tracts or areas to be the applicant and did not require the metropolitan district signature for land not owned by the district.

In 1999, the City of Greeley approved two metropolitan districts that serve the Promontory development, which are known as Tri-Pointe Commercial District and Tri-Pointe Residential District (MD 1:99).

On October 4, 2000, a Final Plat was approved for the Promontory Subdivision (PUD 10:99), which created ten super pad lots and numerous tracts (Reception No. 2798115). The subject site was platted as part of Lot 1, which consisted of 287.15 acres. In 2006, the site was replatted into Tract B, Promontory Imagine School, First Filing (Reception No. 3415275), which consisted 134.262 acres. Lot 1 was platted to accommodate a private charter school, which was proposed to be development within Promontory. However, the charter school has decided not to move forward with development.

In 2019, the property owner of Promontory Imagine School, First Filing dedicated 2.5 acres of land for the purpose of a fire station as part of another plat, known as Promontory Imagine School, Second Filing (PUD2019-0011).

Since the land dedication, the City has finished the construction a new fire station (Station No. 6), which is located adjacent to the subject property.

The permitted uses currently allowed within the Tri-Pointe PUD (aka Promontory PUD), Area F include: open space, City park, fire stations, schools, recreation uses – City Council approved on 9/17/2019.

Areas L&M allow for the following uses: single family dwellings, multi-family dwellings, two family dwellings, townhouse dwellings, as well as the following uses, not to exceed 15% of the

acreage contained within each Planning area: banks, savings and loan, financial institutions, ATM's, drive-up windows, medical and dental offices and clinics, hotel, motel, office, recreation uses – community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools, etc.), membership clubs, health clubs, open space, parks (pocket), park (neighborhood), park (community / regional), restaurants, retail sales not to exceed 40,000 square feet, fire stations, schools, recreation uses – City Council approved on 9/17/2019.

The applicants are also proposing a rezone to add R-L (Residential - Low Density) uses and relocate the required City Park from Area F to Areas L and M (ZON2021-0006). This application has been reviewed and recommended for approval by the Planning Commission. The City Council will be reviewing the Preliminary PUD Plan with the rezoning application.

E. LAND USE PLAN

Preliminary PUD Plan

Minimum Lot Size - 5,300 Square Feet
 Maximum Lot Size - 12,957 Square Feet
 Average Lot Size - 6,690 Square Feet

Residential (up to 363 Lots)	-55.34 Acres
Outlot A – (Utility & Drainage Easement)	- 1.328 Acres
Outlot B – (Utility & Drainage Easement)	- .228 Acres
Outlot C – (Future City Park)	- 9.397 Acres
Outlot D – (Utility & Drainage Easement)	- 6.604 Acres
Outlot E – (Utility & Drainage Easement)	- .092 Acres
Outlot F – (Utility & Drainage Easement)	- .734 Acres
Outlot G – (Utility & Drainage Easement)	- 1.261 Acres
Outlot H – (Small Pocket Park)	- .430 Acres
<u>Right-of-Way Dedication</u>	<u>-23.82 Acres</u>
Total	99.233 Acres

As proposed, the development would consist of up to 363 single-family lots. Proposed lot 362 would be 2.077 acres in size would be allowed to be utilized for any of the uses allowed in Area M, including residential, 9.4 acre park, and an additional 10 acres of open space.

The proposed development standards, trail system, architectural standards, landscape standards, and the master signage plan would create a development that is unified and provide a visible addition to the US Highway 34 Bypass – a major corridor into the community. In addition to constructing a portion of the regional trail system along the Boomerang Ditch, the proposal also intends to provide a 15-foot wide easement along the boundary with US Highway 34 Bypass to accommodate a planned future regional multi-modal trail.

Perimeter Treatment and Site Landscaping

The proposed subdivision includes a perimeter treatment plan that includes street trees and ground cover along Promontory Parkway, 16th and 20th Street and along future 101st Avenue. The developer/Home Owners Association (HOA) would be required to install the street trees and ground cover as proposed. The street trees and ground cover would be maintained by the developer, or HOA, or Tri-Pointe Residential Metropolitan District. The common area landscaping is required to be irrigated, utilizing the existing non-potable irrigation system, which is stubbed to the site. All other landscaping for the single-family lots would be installed as the lots are developed.

General Access and Circulation

Several new streets and street extensions are proposed with the subdivision. Twentieth Street would be extended from the current terminus (entrance to the fire station #6) to at least 104th Avenue Court. The street may be extended further east of 104th Avenue Court, which will be determined as part of the final plat process. The additional access points onto the site would also include 17th Street at Promontory Parkway and 16th Street to the north. All other proposed roads within the subdivision would be classified as local roads. All individual lot access would be obtained from the local roads, with the exception of lot 362, which has been approved to obtain access from 20th Street (eastern portion of the lot).

Drainage and Detention

All drainage from the development would be collected in detention ponds that would be platted as Outlot D.

Neighborhood Identity Feature

Neighborhood Identity Features are required for residential subdivisions. Based on the number of lots being proposed, four (4) identity features would be required. The applicants are proposing the following 8 1/2 credited features to meet Code requirement for Neighborhood Identity Features:

- Pocket Park = 1 point
- Integrated entryway system = ½ Point
- Enhanced property boundary fencing = 3 ½ Points
- Useable detention pond = 1 point
- Trail network = ½ point
- Non-potable for common areas = 1 point
- Mini-pocket park = ½ Point
- Exceeding tree requirements = ½ points

Oil and Gas

There is an existing abandoned oil well located within proposed Outlot H. As shown on the preliminary subdivision (*See Attachment C, page 3*), a 50-foot oil well radius setback is shown (from abandoned well to habitable space), which impacts a portion of lots 217-219. Staff has determined that the impacts to those lots would be minor, since a single family house could be reasonably developed on the remainder of the proposed lots.

Urban Growth and Adequate Public Facility Area (APFA)

The subject site is located inside the Long-Range Expected Growth Area (LREGA). The site is vacant, and potable water, non-potable water, and sewer mains would be required to be extended to the site. A portion of 20th Street, from the existing terminus (just east of the fire station) to the entrance at 104th Avenue Court would be constructed with this development. All subsequent site improvements shall comply with the City's Development Code, as amended.

F. APPROVAL CRITERIA

1. Development Code Section 24-663 (c) – Standards for PUD Establishment

The City Council may authorize, by its approval of a Preliminary Planned Unit Development Plan, a mix of land uses, as well as variations in density, setback, height, lot size, lot coverage, open space, street width, parking and landscaping. Any such variations granted by the City Council shall be based upon the findings by the Council that the PUD plan:

- (1) Provides an innovative design which would be equal to or better than development which would occur under base standard zoning district requirements;
- (2) Accomplishes specific goals and objectives of the Land Use Chapter of the City's Comprehensive Plan;
- (3) Includes land uses which are required to be in a PUD;
- (4) Meets the overall intent of this Code; or
- (5) Provides equivalent site design trade-offs for the exceptions granted (i.e., more open space for higher density, etc.).

Staff Comment: The applicant proposes uses similar to what is currently allowed in the R-L zone district, with the variations requested in the applicants Project Narrative (*See Attachment B*), with exception to proposed Lot 362, which would allow all uses that are permitted in Area M.

A list of the variations and deviations from the Development Code requirements are included in the applicant narrative (*See Attachment B*). Of note, the applicant is requesting the reduced minimum lot size for single family from 6,000 square feet to 5,300 square feet and reduced typical front setback from 25 feet to 14 feet (living space) and 20 feet (garage front) and the typical 20 foot rear setback to 15 feet. These variations would accommodate higher-density single family lots, which is envisioned in the Strategic Housing Plan and also would meet many of the proposed regulations within the 2021 Development Code update.

Staff has reviewed the proposed variations and concludes that the variations would provide a more innovative design than the

minimum standards set by the Development Code and that the proposed variations meet the overall intent of the Code.

The proposal is also consistent with the Imagine Greeley Comprehensive Plan and its sub-elements, specifically the Strategic Housing Plan regarding the facilitation of developing new housing communities. The proposal is supported by the following specific Imagine Greeley Comprehensive Plan goals and objectives:

Goal ED (Economic Health & Diversification)-3: Attract and maintain an employed, skilled, and adaptable workforce.

Objective ED-3.1 Diverse Workforce

Provide diverse economic opportunities, jobs, and housing and transportation options to ensure that Greeley is attractive to and inclusive of a diverse workforce.

Goal GC (Growth & City Form)-1: Manage growth effectively.

Objective GC-1.3 Adequate Public Facilities

Restrict development to the Adequate Public Facilities Area (APFA) except where the developer provides the equivalent level, or cash-in-lieu at a rate determined by the City, to install infrastructure that would otherwise be provided by the City.

Goal GC-2: Promote a balanced mix and distribution of land uses.

Objective GC-2.2 Jobs/Housing Balance

Support zoning and development patterns that expand opportunities for people who live in Greeley to also work in Greeley (or vice versa).

Goal GC-3: Promote new development, infrastructure investments, and public improvements that enhance the character of the community.

Objective GC-3.4 Tree City

Reinforce the community's image as a "Tree City" by promoting the establishment and maintenance of tree-lined travel corridors throughout the community, taking into consideration water use, conservation strategies, and the natural environment.

Goal GC-6: Maintain and enhance the character and inter-connectivity of Greeley's neighborhoods.

Objective GC-6.2 Neighborhood Connectivity

Promote design standards and practices that improve connectivity for all modes between neighborhoods and adjacent neighborhoods, centers, corridors, and areas.

Goal HO (Housing)-2: Encourage a broad diversity of housing options.

Objective HO-2.1 Diversity in New Development

Encourage a variety of housing types, sizes, styles, and price-points of housing units within new residential projects or subdivisions. Ensure that Greeley has neighborhoods and/or development sites available and attractive to its desired workforce, including higher-end housing for executives and other high-paid workers.

Goal NR (Natural Resources & Open Lands)-1: Protect, conserve, maintain, and improve the quality and quantity of water available to Greeley.

Objective NR-1.4 Non-Potable Water

Assertively promote the use of non-potable water for irrigation as a viable and efficient alternative to treated water.

Goal NR-3: Demonstrate stewardship of the environment.

Objective NR-3.7 Urban Forest

Protect, maintain, and expand the urban forest within and around the city.

Goal TM (Transportation & Mobility)-1: Develop and maintain an accessible, integrated, safe, and efficient transportation system.

Objective TM-1.2 Pedestrian Movements

Ensure pedestrian movement and accessibility is considered in the design and construction of all public and private development projects. Ample and safe sidewalks and other pedestrian pathways within and between developments should be provided.

Goal TM-3: Ensure that land use and transportation decisions, strategies, and investments are coordinated and complementary.

Objective TM-3.2 Supportive Development

Ensure that all proposed development projects demonstrate the ability to accommodate pedestrian and bicycle travel.

Staff has reviewed the proposed variations and concludes that the variations would provide a more innovative design than the minimum standards set by the Development Code and that the

proposed variations meet the overall intent of the Code. Staff finds that the proposal complies with Section 24-663 (c).

G. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject site is part of the Promontory Imagine School Second Filing Subdivision (Tract A) which was platted on September 18, 2019 (Rec No. 4524406).

2. HAZARDS

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

3. WILDLIFE

The site is not located in an area of ecological significance.

4. FLOODPLAIN

The property is not located within any flood zones.

5. DRAINAGE AND EROSION

The site would be served by an existing detention pond located in the northeast corner of the property and a proposed new detention pond in the southeast section of the property. The Preliminary Drainage Report is in compliance with Volume II of the City of Greeley's Design Criteria and Construction Specifications. The applicant has also provided an accepted Stormwater Management Plan as well as an Erosion Sediment Control Plan. The City of Greeley's Stormwater Quality Administrator has found the documentation to be in compliance with the City's MS4 Permit (Municipal Separate Storm Sewer System).

6. TRANSPORTATION

The existing infrastructure can service the proposed development at this time. The intersection of Highway 34 (By-Pass) and Promontory Parkway is expected to operate at a Level of Service "B" during the morning peak hours and at a Level of Service "C" for the afternoon peak hours through 2025. By 2040 the intersection is then expected to operate at Level of Service "C" for the morning peak hours and a level of service "D" for the afternoon peak hours.

The intersection of 10th Street and Promontory Parkway is expected to operate at a Level of Service "A" and be signalized at 2040. The proposed development would contribute an anticipated increase traffic of 16% to this intersection at that time.

Access from the proposed site is from 20th Street, 16th Street and 17th Street. 16th Street is located along the northern boundary of the site and is proposed to have two accesses, 103rd and 105th Avenue. The applicant is not proposing any improvements along 16th Street. 20th Street is proposed to be extended to the southern access point of the subdivision which is 105th Avenue Court. 17th Street is to be extended from the roundabout located along Promontory Parkway. 17th Street would be connected to 106th Avenue.

H. SERVICES

1. POTABLE WATER

Water services are available in the area and can adequately serve the subject site.

2. NON-POTABLE WATER

There are existing non-potable water supply lines adjacent to the development. This development will be required to irrigate all common areas, utilizing the non-potable the water system.

3. SANITARY SEWER

Sanitation services are available in close proximity to all of the parcels within the subject site and can adequately serve the area.

4. EMERGENCY SERVICES

The subject site is within the City of Greeley's Fire Protection area, the closest fire station is Station #6, which is located adjacent to the subject site.

5. PARK/OPEN SPACES

As proposed, a 9.4 acre park is proposed within this subdivision (Outlot C), which would satisfy the requirement of a city park within Areas M and L (pending the rezoning request). Promontory Park is located at the southwest corner of 16th Street and Promontory Park, directly to the west of the proposed subdivision.

6. SCHOOLS

No schools are currently located within the subject area. The properties are within the Windsor-Severance School District. The schools that currently serve the area are: Skyview Elementary, Severance Middle School and Severance High School.

7. METROPOLITAN DISTRICT

The Tri-Pointe Residential Metropolitan District serves Tract A. At this time, the properties would be assessed the normal metropolitan district tax rate, which is currently 48.79 mills.

I. NEIGHBORHOOD IMPACTS

1. VISUAL

The proposed subdivision includes a perimeter treatment plan that includes trees and groundcover. The perimeter treatment plan would help mitigate any visual impacts created by the proposed development.

2. NOISE

It is anticipated and expected that there would be noise created by any future development. Any noise generated from any development is regulated by the municipal code.

J. PUBLIC NOTICE AND COMMENT

Neighborhood notices were mailed to surrounding property owners on May 25, 2021, per Development Code requirements. Additionally, three public notice signs were posted on the subject site on May 24, 2021. Notice was published in the Greeley Tribune on June 2, 2021.

K. MINERAL ESTATE OWNER NOTIFICATION

Mineral notice were sent out with previous subdivision actions.

L. PLANNING COMMISSION RECOMMENDED MOTION

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Preliminary PUD Plan is consistent with Section 24-663 of the Development Code and, therefore, recommends approval of the PUD plan as submitted to the City Council.

ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Project Narrative

Attachment C – Promontory Imagine School, Third Filing, Preliminary PUD

Attachment D – Preliminary Landscape Plan



-  **Subject Parcel**
-  **Greeley Parcels**



May 25, 2021

City of Greeley
Planning and Zoning
1100 10th Street – 2nd Floor
Greeley, CO 80631

Re: Promontory Subdivision

Dear City of Greeley Staff,

The Promontory Subdivision is bound by 16th Street to the North, 20th Street to the South, Promontory Parkway to the West, and the future 101st Street to the East. The legal description of the site is Tract A Promontory Imagine School 2nd Filing and is located in Section 12, Township 5 North, Range 67 West of the 6th Prime Meridian. **Figure 1** below highlights the site's location.



Figure 1: Outline of Promontory Subdivision

The site is 99.233 acres, zoned as Planned Unit Development (PUD) and is currently used for agriculture. The surrounding uses consist of agriculture, single family residential, commercial and Promontory Park. The surrounding property is zoned as Planned Unit Development (PUD) to the North, South, and West. The property to the East is zoned as Holding Agriculture (H-A).

The project is proposed for 363 single family home lots (53' x 100' and 63' x 100') and is being reviewed as a small lot development, which allows 4,500 square feet as a minimum lot. The smallest lot within the development is 5,300 square feet with an overall average lot size of 6,690 square feet. There are 20.07 acres of open space, and

23.82 acres of right of way. The open space will include a park (9.4 acres), pocket parks, detention, landscaping, and green space.

Access to the site will be provided by one access road from Promontory Parkway to the west, two access roads from 16th Street to the North, and one access road from 20th Street on the south.

The site will be designed to City of Greeley Standards. Utilities for the site are provided by the City of Greeley.

R-L (Residential Low) density land uses, including all other accessory uses within the City Development Code Title 24, Chapter 6, and as amended., including all other applicable sections of Title 24. The following are specific requirements for this PUD, which vary from the R-L standards.

Setback Standards

- Front setback 14 feet, garage front 20 feet, rear 15 feet, 5 feet on the interior side, 15 feet on street side.
- Driveways shall be a minimum of 20 feet in length to allow for off street parking.
- Driveways shall not exceed 30 feet in width at the curb and property line and shall lead directly to a garage or parking slab behind the property setback

Design Standards:

- A minimum of 10 house plans shall be built within the development.
- No more than 70% of the ground floor of the front façade shall be occupied by the garage frontage.
- The maximum building/structure height shall not exceed 30 feet.
- Window and doorway openings covering at least 8% of any façade facing a public street shall be required.
- Driveways shall cover no more than 60% of the front yard setback unless the lot is a cul-de-sac bult lot, where the coverage may be a maximum of 80% as long as the only hard surface in the front yard setback is the driveway and sidewalk, except as allowed in section 24-1098(10), and as amended.

Required identify features:

- Integrated entry system, Enhanced property boundary fencing, useable detention pond area, pock parks, network of trails through pocket parks, non-potable irrigation for all common open space areas, exceeding the typical tree perimeter and buffer yard requirements.

Access to the site will be provided by one access road from Promontory Parkway to the west, two access roads from 16th Street to the North, and one access road from 20th Street on the south.

The site will be designed to City of Greeley Standards. Utilities for the site are provided by the City of Greeley.

If you have any questions concerning this project, please contact me at robbie@northernengineering.com or call me at 970-221-4158.

Sincerely,

NORTHERN ENGINEERING SERVICES, INC.



Robbie Lauer

Project Manager

PROMONTORY IMAGINE SCHOOL THIRD FILING

BEING A REPLAT OF LOT 1, PROMONTORY IMAGINE SCHOOL FIRST FILING AND TRACT A, PROMONTORY IMAGINE SCHOOL SECOND FILING, SITUATE IN THE WEST HALF OF SECTION 12, AND THE EAST HALF OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M.

CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

CERTIFICATE OF DEDICATION, OWNERSHIP AND MAINTENANCE:

Know all men by these present that WELDCO Land Investors, LLC and Greeley Schoolhouse, LLC, being Owner(s), Mortgagee or Lien Holder of certain lands in Weld County, Colorado, described as follows:

Lot 1, Promontory Imagine School, First Filing as recorded August 29, 2006 at Reception No. 3415275 of the Weld County Clerk & Recorder and Tract A, Promontory Imagine School Second Filing as recorded September 18, 2019 at Reception No. 4524406 of the Weld County Clerk & Recorder, County of Weld, State of Colorado,

Said parcel contains 4,322,585 Square Feet or 99.233 Acres

shown on the attached map as embraced within the heavy exterior lines thereon, have subdivided the same into lots and blocks as shown on the attached map; and do hereby set aside said portion or tract of land and designate the same PROMONTORY IMAGINE SCHOOL THIRD FILING to the City of Greeley, Weld County, Colorado; and do dedicate to the public, the streets and all easements over and across said lots at locations shown on said map; and do further certify that the width of said streets, the dimensions of the lots and blocks and the names and numbers thereof are correctly designated upon said map.

363 Lots

THIS PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) HAS BEEN REIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH THE CITY OF GREELEY DEVELOPMENT CODE REGULATIONS. THIS PRELIMINARY PLANNED UNIT DEVELOPMENT APPROVAL SHALL BE VALID FOR 3 YEARS FROM THE DATE OF THE APPROVAL BY CITY COUNCIL.

(WELDCO LAND INVESTORS, LLC)

By
Title
Date

(GREELEY SCHOOLHOUSE, LLC)

By
Title
Date

CITY OF GREELEY FIRE MARSHAL

City of Greeley Fire Marshal Date

ENGINEERING DEVELOPMENT REVIEW AND CIVIL INSPECTION MANAGER

EDR & Civil Inspection Manger Date

COMMUNITY DEVELOPMENT DIRECTOR

Community Development Director Date

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

NOTES

- All Outlots are hereby dedicated as Utility & Drainage Easements.
- All onsite detention ponds will be inspected every three months and after any major storm event.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the East line of the Southwest Quarter of Section 12, Township, 5 North, Range 67 West of the 6th P.M., monumented as shown on this drawing, as bearing South 00°34'02" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2657.62 feet and with all other bearings contained herein relative thereto.

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

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 459-H0621869-820-GRO, dated October 13, 2020, as prepared by Land Title Guarantee Company to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

Owner: Greeley Schoolhouse, LLC
1005 N. Gleebe Road Suite 610
Arlington, VA 22201

Owner: WELDCO Land Investors, LLC
1200 17th Street, Suite 970
Denver, CO 80202

Engineer: Northern Engineering
C/O Robbie Lauer
301 N. Howes Street, Suite 100
Fort Collins, CO 80521
(970) 221-4158

Surveyor: Majestic Surveying, LLC
C/O Steven Parks, PLS
1111 Diamond Valley Drive, Suite 104
Windsor, CO 80550
970-833-5698

City of Greeley Notes

a. Street maintenance. It is mutually understood and agreed that the dedicated roadways shown on this plat will not be maintained by the City until and unless the streets are constructed in accordance with the subdivision regulations in effect at the date construction plans are approved, and provided that construction of said roadway(s) is started within one (1) year of the construction plan approval. The owner(s), developer(s) and/or subdividers, their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the City accepts the responsibility for maintenance as stated above.

b. Drives, parking areas and utility easements maintenance. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association or other entity other than the City is responsible for maintenance and upkeep of any and all drives, parking areas and easements (cross-access easements, drainage easements, etc.)

c. Drainage maintenance. The property owner shall be responsible for maintenance of all drainage facilities installed pursuant to the development agreement. Requirements include, but are not limited to, maintaining the specified storm water detention/ retention volumes, maintaining outlet structures, flow restriction devices and facilities needed to convey flow to said basins. The City shall have the right to enter properties to inspect said facilities at any time. If these facilities are not properly maintained, the City shall notify the property owner in writing and shall inform the owner that corrective action by the owner shall be required within ten (10) working days of receipt of notification by the City, unless an emergency exists, in which case corrective action shall be taken immediately upon receipt of notification by the City. If the owner fails to take corrective action within ten (10) working days, the City may provide the necessary maintenance and assess the maintenance cost to the owner of the property.

d. Drainage liability. The City does not assume any liability for drainage facilities improperly designed or constructed. The City reviews drainage plans but cannot, on behalf of any applicant, owner or developer, guarantee that final drainage design review and approval by the City will relieve said person, his successors and assigns, from liability due to improper design. City approval of a final plat does not imply approval of the drainage design within that plat.

e. Landscape maintenance. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association or entity other than the City is responsible for maintenance and upkeep of perimeter fencing or walls, landscaping and landscaped areas and sidewalks between the property line and any paved roadways. The owners of this subdivision, their successors and/or assigns in interest or an entity other than the City, agree to the responsibility of maintaining all other open space areas associated with this development.

f. Sight distance. The clear vision zone of a corner lot, as determined by Section 18.44.090(b)(1) of the Development Code, shall be free from shrubs, ground covers, berms, fences, signs, structures, parked vehicles or other materials or items greater than thirty-six (36) inches in height from the street level.

g. Public safety. Access, whether for emergency or nonemergency purposes, is granted over and across all access ways for police, fire and emergency vehicles. If any or all of the access ways in this subdivision are private, the homeowners' association will be responsible for ensuring that such access ways are passable, at all times, for police, fire and emergency vehicles.

h. Drainage master plan. The policy of the City requires that all new development and redevelopment shall participate in the required drainage improvements as set forth below:

- Design and construct the local drainage system as defined by the final drainage report and plan and the storm water management plan.
- Design and construct the connection of the subdivision drainage system to a drainage way of established conveyance capacity, such as a master planned outfall storm sewer or master planned major drainage way. The City will require that the connection of the minor and major systems provide capacity to convey only those flows (including offsite flows) leaving the specific development site. To minimize overall capital costs, the City encourages adjacent developments to join in designing and constructing connection systems. Also, the City may choose to participate with a developer in the design and construction of the connection system.
- Equitable participation in the design and construction of the major drainage way system that serves the development as defined by adopted master drainage way plans or as required by the City and designed in the final drainage report and the storm water management plan.

i. Maintenance easements. A maintenance easement is required for developments with zero side setbacks, if one (1) structure is built on the lot line. In order to maintain the structure with the zero side setback, a maintenance easement may be required on the adjacent lot to enable maintenance to be performed on said structure from the adjoining property. Each lot owner agrees to allow adjacent lot owners access across their lot, within five (5) feet of the common lot line, as may be needed to maintain and repair the adjacent owner's principal structure. Each adjacent owner agrees to repair any damage which may be caused to the lot owner's property from the adjacent owner's use of this maintenance easement and to take all necessary steps to avoid causing such damage.

j. Street lighting. All lots are subject to and bound by tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owners or their successors and/or assigns in interest, shall pay, as billed, a portion of the cost of public street lighting in the subdivision in accordance to applicable rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission.

k. Water or sewer main easements. There shall be no permanent structures, fences, detention ponds, landscaping (plantings or berms) greater than three (3) feet tall mature growth, or other encumbrances located in water or sewer main easements.

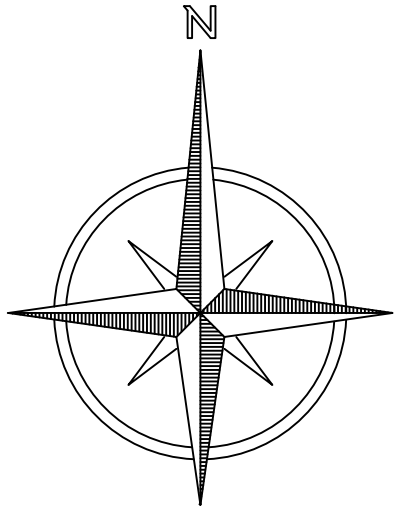
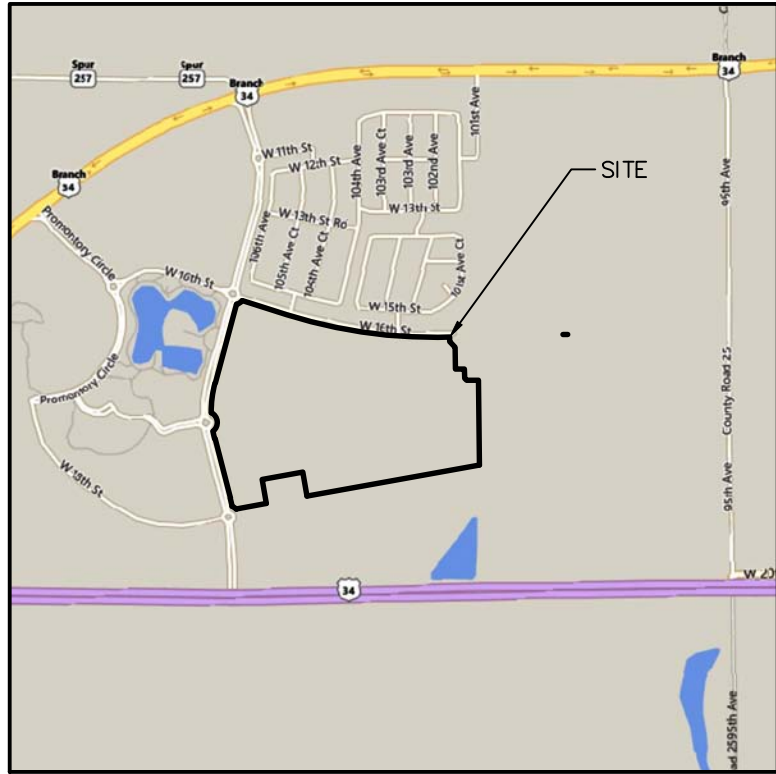
l. Water or sewer mains in private roads or easements. For public water and sewer mains located in private roads or easements, future repair of paving or other improved surfaces subsequent to the repair of a water or sewer main shall be the responsibility of the homeowners' or condominium association. The Water and Sewer Department will safely backfill the trench to the surface, but not rebuild any surface improvements.

Zoning Notes

- A minimum of 10 house plans shall be built within the subdivision.
- No more than seventy percent (70%) of the ground floor of the front façade shall be occupied by a garage front.
- R-L (Residential Low) density land uses, including all other accessory uses within City Development code Title 24, Chapter 6, and as amended.
- Minimum lot size shall be 5,300 SF.
- Width of local streets shall be 34' pavement, 60' ROW.
- 5' wide detached sidewalk on both sides of street.
- Parking shall comply with Title 24, Chapter 10 of the City Development Code, and as amended.
- Landscaping, buffering, and perimeter treatment shall meet Title 24, Chapter 11 of the City Development Code, and as amended.
- Maximum lot coverage shall be seventy percent (70%).
- Maximum building/structure height shall not exceed 30'
- Window and doorway openings covering at least eight percent (8%) of any façade facing a public street shall be required.
- Building/Structure Setbacks are as follows:
 - Front 14'
 - Garage Front 20'
 - Rear 15'
 - Side 5'
 - Side Street 15'
- Driveways shall be a minimum of 20' in length to allow for off street parking.
- Driveways shall not exceed 30' in width at the curb and property line and shall lead directly to a garage or parking slab behind the property setback.
- Driveways shall cover no more than sixty percent (60%) of the front yard setback unless the lot is a cul-de-sac bulb lot, where the coverage may be a maximum of eighty percent (80%) as long as the only hard surface in the front yard setback is the driveway and sidewalk, except as allowed in section 24-1098(10), and as amended.
- Four (4) points of identity features are required, Eight 1/2 (8.5) points of identity features are provided:
 - 1 acre pocket park (1 Point)
 - Integrated entryway system (½ Point)
 - Enhanced property boundary fencing (3 ½ Point)
 - Useable detention pond (1 Point)
 - Trail Network (½ Point)
 - Non-pot (or common areas (1 Point)
 - Mini-pocket Park (½ Point)
 - Exceeded tree requirements (½ Point)



PROMONTORY IMAGINE SCHOOL THIRD FILING				
Land Use Table				
Name	Description/Land Use	Area		Ownership
ROW	Public Right of Way	1,037,517 sq. ft.	23.82 acres	City of Greeley
Lots	Residential Sites	2,410,633 sq. ft.	55.34 acres	Private
OUTLOT A	Utlity & Drainage Easement	57,864 sq. ft.	1.328 acres	HOA
OUTLOT B	Utility & Drainage Easement	9,914 sq. ft.	0.228 acres	HOA
OUTLOT C	Park	409,324 sq. ft.	9.397 acres	City of Greeley
OUTLOT D	Utlity & Drainage Easement	287,661 sq. ft.	6.604 acres	HOA
OUTLOT E	Utlity & Drainage Easement	4,000 sq. ft.	0.092 acres	HOA
OUTLOT F	Utlity & Drainage Easement	31,966 sq. ft.	0.734 acres	HOA
OUTLOT G	Utlity & Drainage Easement	54,933 sq. ft.	1.261 acres	HOA
OUTLOT H	Park	18,712 sq. ft.	0.430 acres	HOA

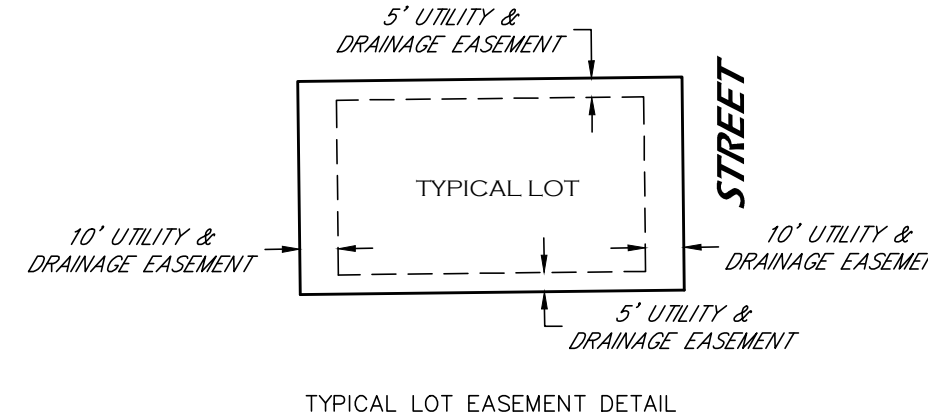
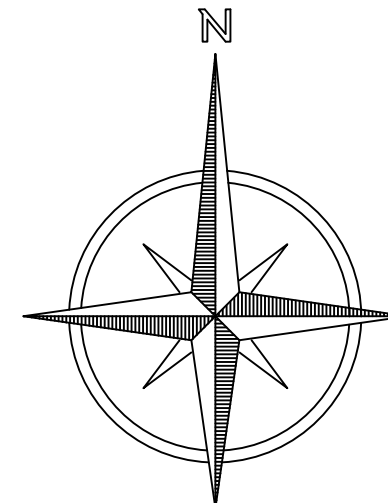


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DATE: 11-16-2020	CLIENT: NE		
DRAWN BY: SIP	FILE NAME: 2020189		
CHECKED BY: SIP	SCALE: N/A		
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SHEET 1 Page 445			

PROMONTORY IMAGINE SCHOOL THIRD FILING

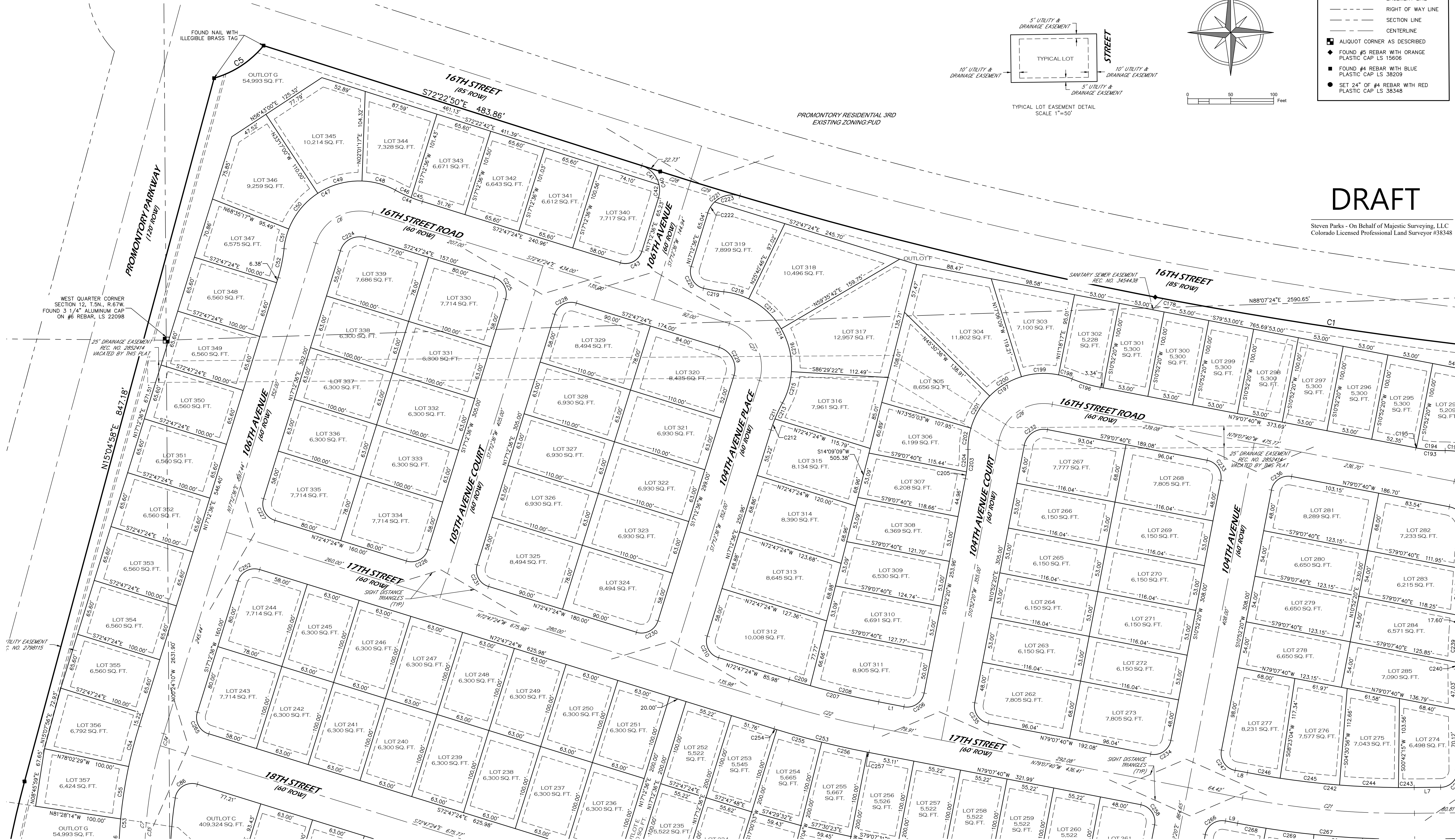
LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- CENTERLINE
- ALLOT CORNER AS DESCRIBED
- FOUND #5 REBAR WITH ORANGE PLASTIC CAP LS 15606
- FOUND #4 REBAR WITH BLUE PLASTIC CAP LS 38209
- SET 24" OF #4 REBAR WITH RED PLASTIC CAP LS 38348



DRAFT

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)



PROJECT NO: 2020189	PROJECT NAME: PROMONTORY	REVISIONS:	DATE:
DATE: 11-16-2020	CLIENT: NE		
DRAWN BY: SIP	FILE NAME: 2020189		
CHECKED BY: SIP	SCALE: 1" = 50'		

2

SHEET 2

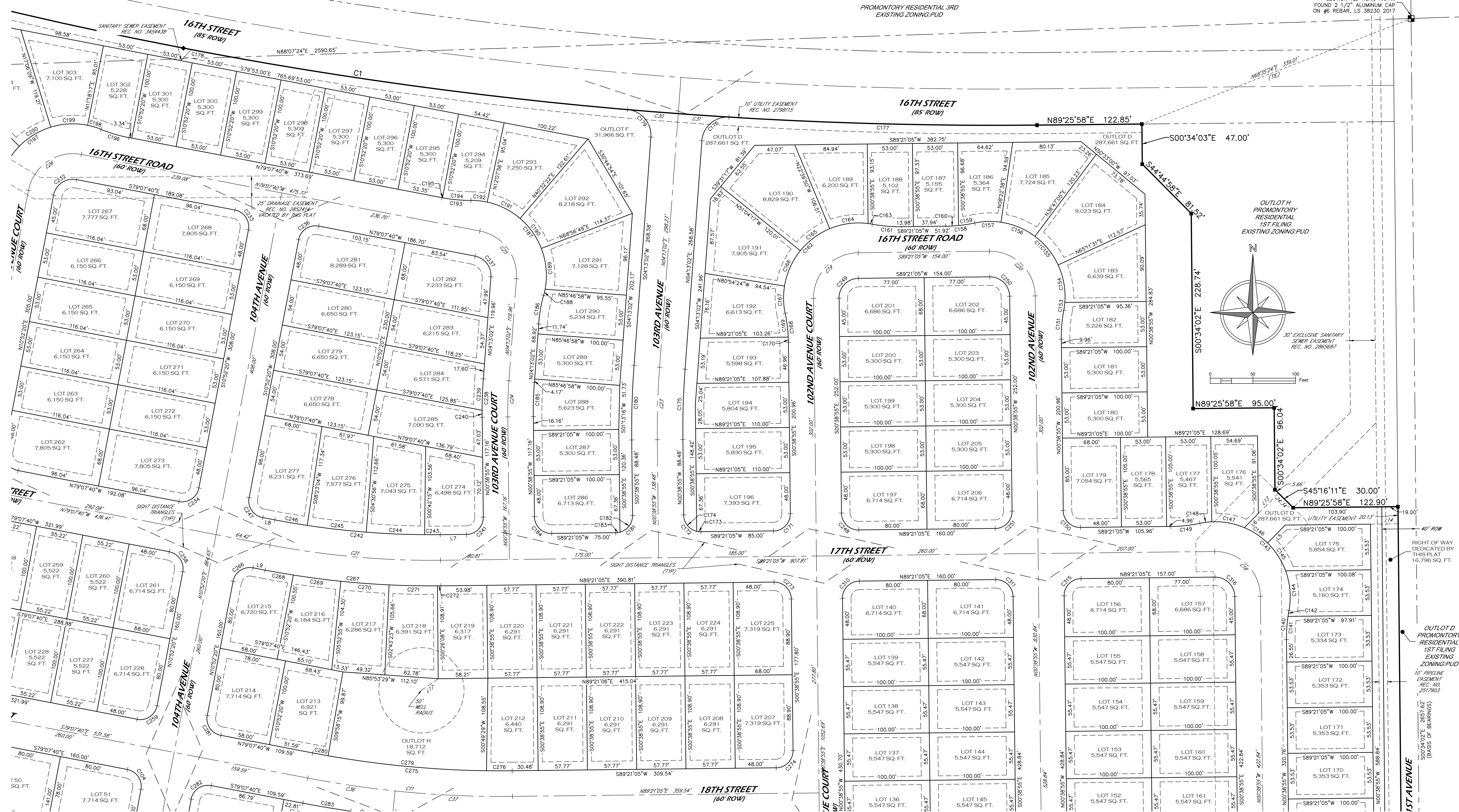
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PROMONTORY IMAGINE SCHOOL THIRD FILING

DRAFT

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

CENTER QUARTER CORNER
SECTION 12, T.5N., R.67W.
FOUND 2 1/2" ALUMINUM CAP
ON #6 REBAR, LS 38230 2017



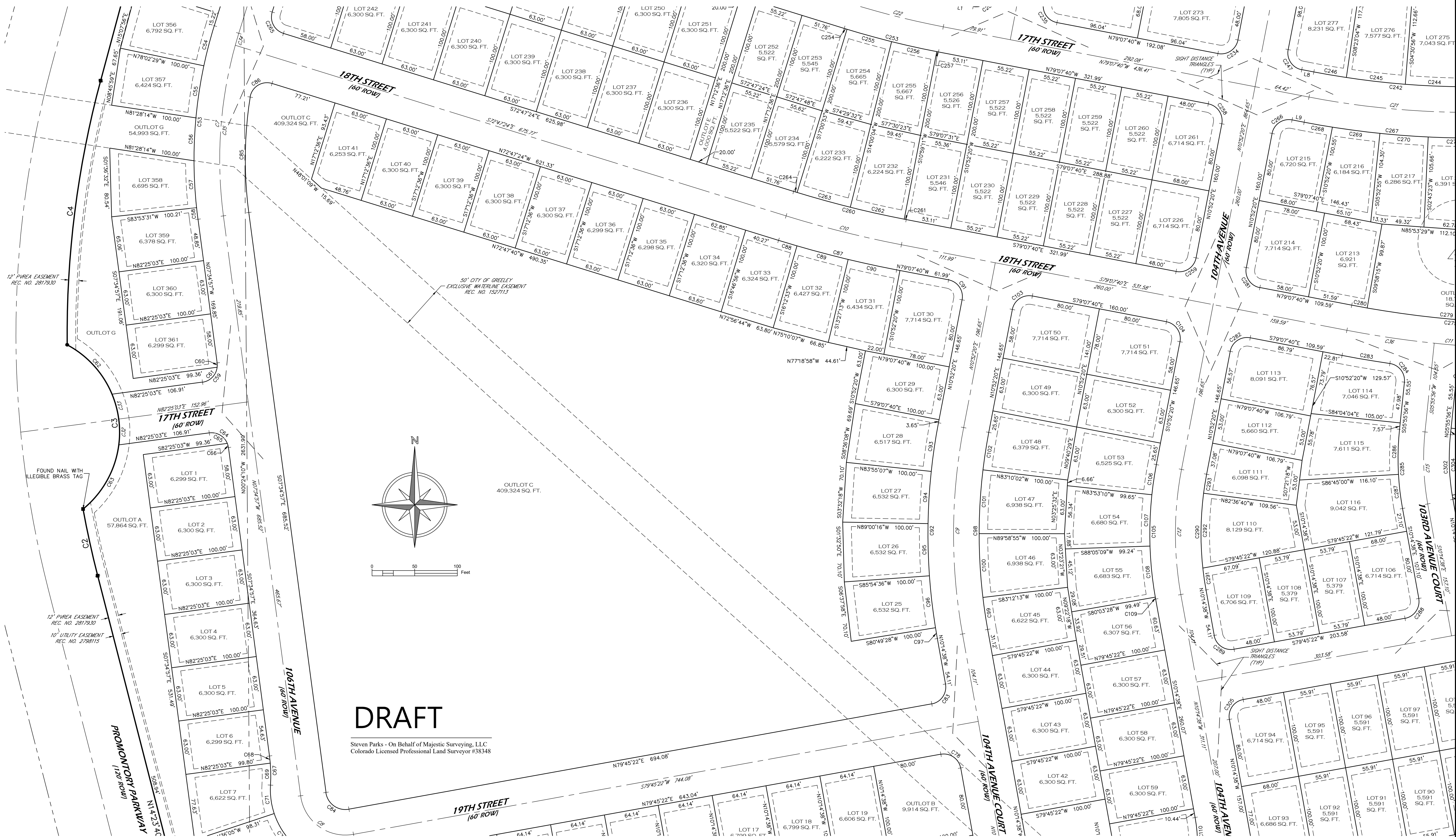
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DATE: 11-16-2020	CLIENT: NE		
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CHECKED BY: SIP	SCALE: 1" = 50'		

PROMONTORY IMAGINE SCHOOL THIRD FILING



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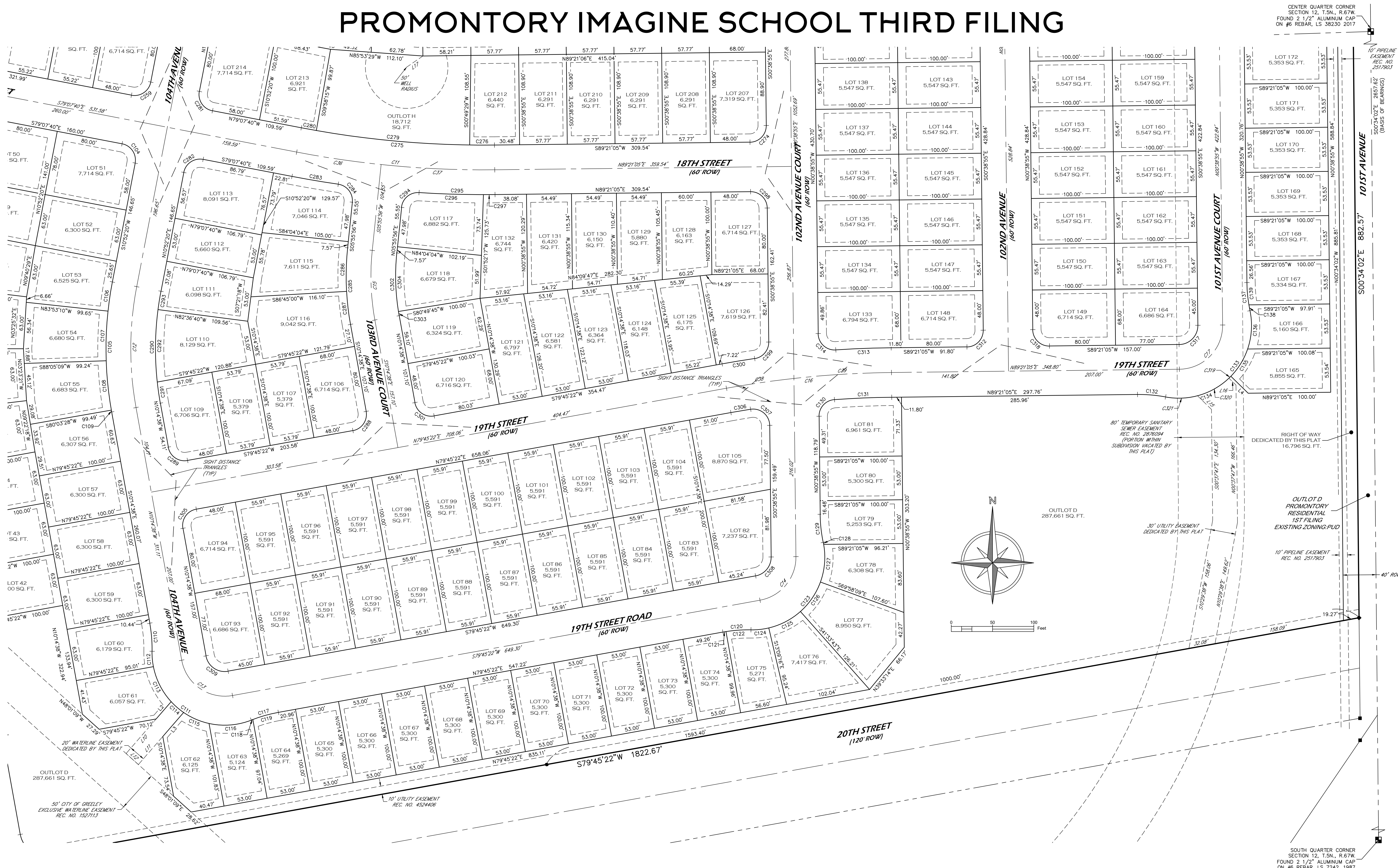


PROJECT NO: 2020189	PROJECT NAME: PROMONTORY	REVISIONS:	DATE:
DATE: 11-16-2020	CLIENT: NE		
DRAWN BY: SIP	FILE NAME: 2020189		
CHECKED BY: SIP	SCALE: 1" = 50'		

SHEET 4

Page 448

PROMONTORY IMAGINE SCHOOL THIRD FILING



DRAFT

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

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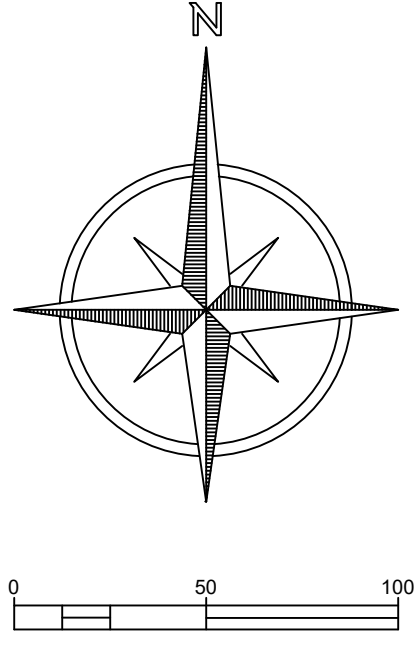
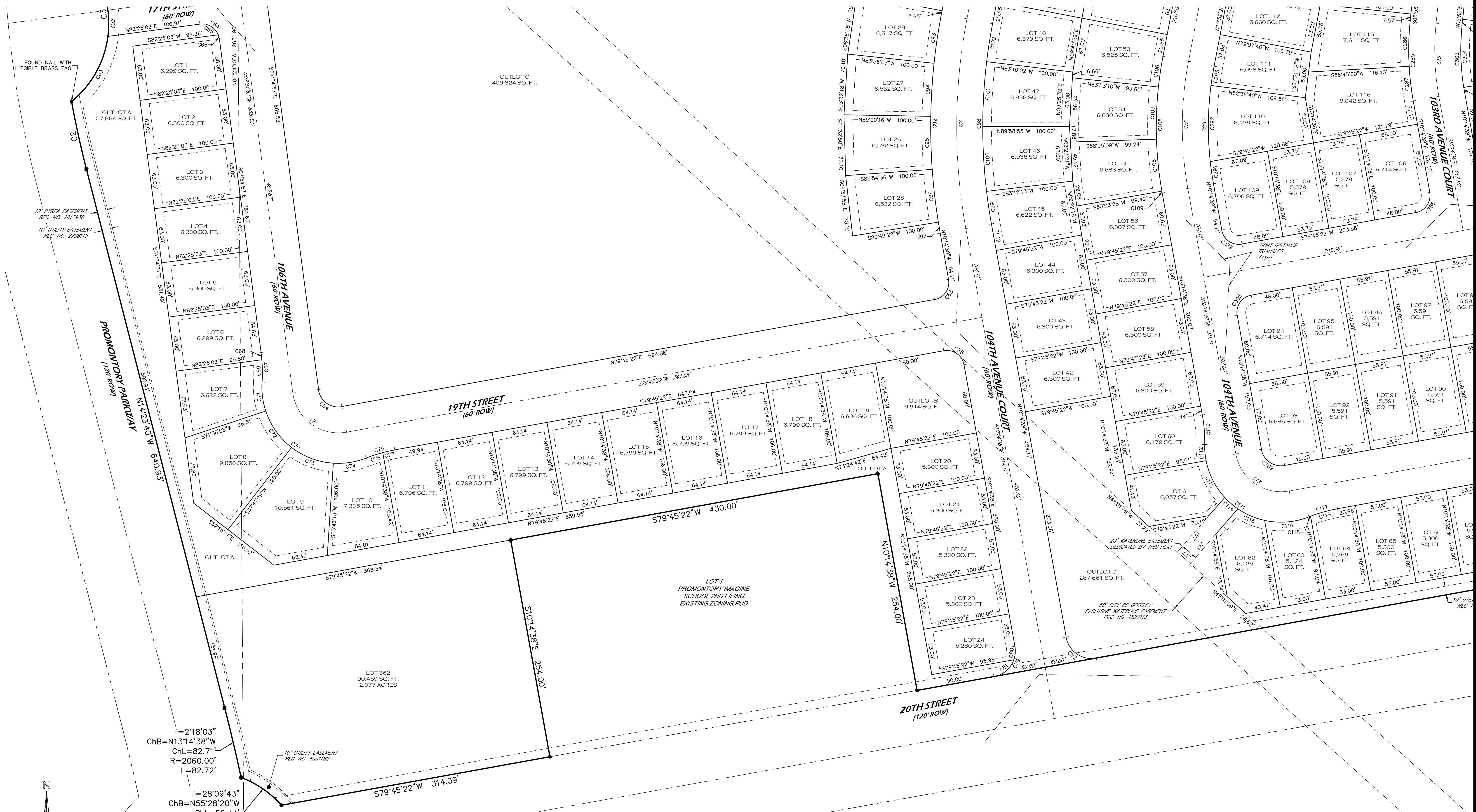


PROJECT NO: 2020189	PROJECT NAME: PROMONTORY	REVISIONS:	DATE:
DATE: 11-16-2020	CLIENT: NE		
DRAWN BY: SIP	FILE NAME: 2020189		
CHECKED BY: SIP	SCALE: 1" = 50'		

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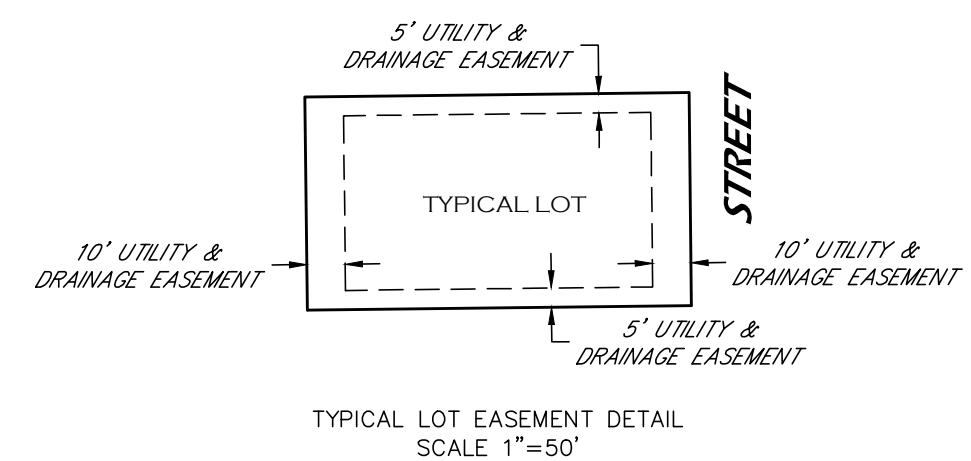
SHEET 5Page 449

PROMONTORY IMAGINE SCHOOL THIRD FILING



$\Delta = 2^\circ 18' 03''$
ChB=N13°14'38"W
ChL=82.71'
R=2060.00'
L=82.72'

$\Delta = 28^\circ 09' 43''$
ChB=N55°28'20"W



NOTICE

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DRAFT

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



PROJECT NO: 2020189	PROJECT NAME: PROMONTORY	REVISIONS:	DATE:
DATE: 11-16-2020	CLIENT: NE		
DRAWN BY: SIP	FILE NAME: 2020189		
CHECKED BY: SIP	SCALE: 1" = 50'		

SHEET 6

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PROMONTORY IMAGINE SCHOOL THIRD FILING

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	1600.74'	5043.00'	18°11'12"	1594.02'	S81°28'26"E
C2	79.95'	1140.00'	4°01'05"	79.93'	S12°23'07"E
C3	228.58'	116.00'	112°54'10"	193.35'	N05°30'42"W
C4	312.97'	1140.00'	15°43'47"	311.99'	S07°13'05"W
C5	69.96'	116.00'	34°33'28"	68.91'	N56°39'24"E
C6	83.25'	53.00'	90°00'00"	74.95'	S62°12'36"W
C7	216.36'	500.00'	24°47'33"	214.67'	S04°48'50"W
C8	85.71'	53.00'	92°39'41"	76.67'	S53°54'47"E
C9	243.24'	660.00'	21°06'58"	241.87'	S00°18'51"W
C10	139.38'	1260.00'	6°20'16"	139.30'	S75°57'32"E
C11	241.29'	1200.00'	11°31'15"	240.89'	S84°53'17"E
C12	147.42'	400.00'	21°06'58"	146.59'	S00°18'51"W
C13	83.25'	53.00'	90°00'00"	74.95'	S55°14'38"E
C14	74.38'	53.00'	80°24'17"	68.42'	N39°33'14"E
C15	84.70'	300.00'	16°10'34"	84.42'	S02°09'21"E
C16	200.96'	1200.00'	9°35'43"	200.73'	S84°33'14"W
C17	83.25'	53.00'	90°00'00"	74.95'	N44°21'05"E
C18	83.25'	53.00'	90°00'00"	74.95'	N45°38'55"W
C19	83.25'	53.00'	90°00'00"	74.95'	S44°21'05"W
C20	83.25'	53.00'	90°00'00"	74.95'	N45°38'55"W
C21	201.08'	1000.00'	11°31'15"	200.74'	S84°53'17"E
C22	110.62'	1000.00'	6°20'16"	110.56'	S75°57'32"E
C23	84.93'	1000.00'	4°51'57"	84.90'	S01°47'04"W
C24	42.46'	500.00'	4°51'57"	42.45'	S01°47'04"W
C25	77.10'	53.00'	83°20'42"	70.48'	N37°27'19"W
C26	83.25'	53.00'	90°00'00"	74.95'	S55°52'20"W
C27	83.25'	53.00'	90°00'00"	74.95'	N27°47'24"W
C28	37.06'	5043.00'	0°25'16"	37.06'	S72°35'28"E
C29	59.64'	5043.00'	0°40'39"	59.64'	S73°08'25"E
C30	59.65'	5043.00'	0°40'40"	59.65'	S85°26'38"E
C31	59.65'	5043.00'	0°40'40"	59.65'	S86°07'17"E
C32	30.34'	116.00'	14°59'18"	30.26'	N00°05'18"W
C33	30.34'	116.00'	14°59'18"	30.26'	N15°04'36"W
C34	14.57'	500.00'	1°40'09"	14.57'	S16°22'32"W
C35	201.79'	500.00'	23°07'24"	200.42'	S03°58'45"W
C36	103.47'	1200.00'	4°56'25"	103.44'	S81°35'52"E
C37	137.82'	1200.00'	6°34'50"	137.75'	S87°21'29"E
C38	82.57'	1200.00'	3°56'33"	82.56'	S81°43'39"W
C39	118.39'	1200.00'	5°39'10"	118.34'	S86°31'30"W
C40	46.91'	30.00'	89°35'26"	42.27'	N27°35'07"W
C41	31.44'	30.00'	60°02'27"	30.02'	N42°21'36"W
C42	15.47'	30.00'	29°32'59"	15.30'	N02°26'07"E
C43	31.42'	20.00'	90°00'00"	28.28'	N62°12'36"E
C44	34.18'	175.00'	11°11'24"	34.12'	S67°11'41"E
C45	13.85'	175.00'	4°32'09"	13.85'	S70°31'19"E
C46	20.32'	175.00'	6°39'16"	20.31'	S64°55'37"E
C47	172.60'	88.00'	112°22'49"	146.24'	S62°12'36"W
C48	40.51'	88.00'	26°22'44"	40.16'	N74°47'21"W
C49	54.22'	88.00'	35°18'17"	53.37'	S74°22'09"W
C50	54.22'	88.00'	35°18'17"	53.37'	S39°03'52"W
C51	23.64'	88.00'	15°23'31"	23.57'	S13°42'58"W
C52	34.18'	175.00'	11°11'24"	34.12'	N11°36'54"E
C53	229.34'	530.00'	24°47'33"	227.55'	S04°48'50"W
C54	48.58'	530.00'	5°15'06"	48.56'	S14°35'04"W
C55	61.71'	530.00'	6°40'15"	61.67'	S08°37'23"W
C56	50.29'	530.00'	5°26'12"	50.27'	S02°34'10"W
C57	55.12'	530.00'	5°57'33"	55.10'	S03°07'43"E
C58	13.64'	530.00'	1°28'28"	13.64'	S06°50'43"E
C59	31.42'	20.00'	90°00'00"	28.28'	N37°25'03"E
C60	5.05'	20.00'	14°28'39"	5.04'	N00°20'37"W
C61	26.36'	20.00'	75°31'21"	24.49'	N44°39'23"E
C62	79.75'	116.00'	39°23'32"	78.19'	N42°16'01"W
C63	88.14'	116.00'	43°32'03"	86.03'	N29°10'22"E
C64	31.42'	20.00'	90°00'00"	28.28'	N52°34'57"W
C65	26.36'	20.00'	75°31'21"	24.49'	N59°49'17"W
C66	5.05'	20.00'	14°28'39"	5.04'	N14°49'17"W
C67	34.18'	175.00'	11°11'24"	34.12'	N01°59'15"W
C68	8.37'	175.00'	2°44'30"	8.37'	N06°12'42"W
C69	25.80'	175.00'	8°26'54"	25.78'	N00°37'00"W
C70	176.69'	88.00'	115°02'30"	148.47'	S53°54'47"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C71	33.80'	88.00'	22°00'23"	33.59'	S07°23'44"E
C72	52.09'	88.00'	33°54'56"	51.33'	S35°21'23"E
C73	52.09'	88.00'	33°54'56"	51.33'	S69°16'19"E
C74	38.71'	88.00'	25°12'15"	38.40'	N81°10'05"E
C75	34.18'	175.00'	11°11'24"	34.12'	S74°09'40"W
C76	19.96'	175.00'	6°32'06"	19.95'	S71°50'01"W
C77	14.22'	175.00'	4°39'19"	14.21'	S77°25'43"W
C78	31.42'	20.00'	90°00'00"	28.28'	N55°14'38"W
C79	47.12'	30.00'	90°00'00"	42.43'	N34°45'22"E
C80	15.71'	30.00'	30°00'00"	15.53'	N04°45'22"E
C81	31.42'	30.00'	59°59'59"	30.00'	N49°45'22"E
C82	47.12'	30.00'	90°00'00"	42.43'	S55°14'38"E
C83	31.42'	20.00'	90°00'00"	28.28'	N34°45'22"E
C84	37.20'	23.00'	92°39'41"	33.27'	S53°54'47"E
C85	135.71'	470.00'	16°32'37"	135.24'	S00°41'21"W
C86	34.30'	20.00'	98°14'56"	30.25'	S58°05'08"W
C87	142.69'	1290.00'	6°20'16"	142.62'	S75°57'32"E
C88	22.53'	1290.00'	1°00'03"	22.53'	S73°17'25"E
C89	62.04'	1290.00'	2°45'21"	62.04'	S75°10'07"E
C90	58.11'	1290.00'	2°34'52"	58.11'	S77°50'13"E
C91	31.42'	20.00'	90°00'00"	28.28'	N34°07'40"W
C92	254.30'	690.00'	21°06'58"	252.86'	S00°18'51"W
C93	57.70'	690.00'	4°47'28"	57.68'	S08°28'37"W
C94	61.25'	690.00'	5°05'08"	61.23'	S03°32'18"W
C95	61.25'	690.00'	5°05'08"	61.23'	S01°32'50"E
C96	61.25'	690.00'	5°05'08"	61.23'	S06°37'58"E
C97	12.86'	690.00'	1°04'05"	12.86'	S09°42'35"E
C98	232.18'	630.00'	21°06'58"	230.87'	S00°18'51"W
C99	37.91'	630.00'	3°26'50"	37.90'	S08°31'13"E
C100	74.93'	630.00'	6°48'53"	74.89'	S03°23'21"E
C101	74.93'	630.00'	6°48'53"	74.89'	S03°25'32"W
C102	44.42'	630.00'	4°02'22"	44.41'	S08°18'51"W
C103	31.42'	20.00'	90°00'00"	28.28'	S55°52'20"W
C104	31.42'	20.00'	90°00'00"	28.28'	N34°07'40"W
C105	158.48'	430.00'	21°06'58"	157.58'	S00°18'51"W
C106	35.71'	430.00'	4°45'31"	35.70'	S08°29'35"W
C107	60.25'	430.00'	8°01'41"	60.20'	S02°05'59"W
C108	60.25'	430.00'	8°01'41"	60.20'	S05°55'41"E
C109	2.26'	430.00'	0°18'06"	2.26'	S10°05'35"E
C110	34.18'	175.00'	11°11'24"	34.12'	N04°38'56"W
C111	172.60'	88.00'	112°22'49"	146.24'	S55°14'38"E
C112	18.71'	88.00'	121°0'54"	18.67'	S05°08'40"E
C113	48.07'	88.00'	31°17'45"	47.47'	S26°53'00"E
C114	20.04'	88.00'	13°03'00"	20.00'	S49°03'23"E
C115	33.69'	88.00'	21°56'03"	33.48'	S66°32'54"E
C116	52.10'	88.00'	33°55'07"	51.34'	N85°31'31"E
C117	34.18'	175.00'	11°11'24"	34.12'	S74°09'40"W
C118	1.96'	175.00'	0°38'27"	1.96'	S68°53'11"W
C119	32.22'	175.00'	10°32'57"	32.18'	S74°28'53"W
C120	34.18'	175.00'	11°11'24"	34.12'	S85°21'04"W
C121	31.42'	175.00'	11°3'31"	3.74'	S80°22'08"W
C122	30.44'	175.00'	9°57'53"	30.40'	S85°57'50"W
C123	157.87'	88.00'	102°47'06"	137.53'	N39°33'14"E
C124	21.66'	88.00'	14°06'02"	21.60'	N83°53'45"E
C125	43.63'	88.00'	28°24'27"	43.19'	N62°38'31"E
C126	43.63'	88.00'	28°24'27"	43.19'	N34°14'04"E
C127	46.35'	88.00'	30°10'43"	45.82'	N04°56'29"E
C128	2.60'	88.00'	1°41'27"	2.60'	N10°59'36"W
C129	34.18'	175.00'	11°11'24"	34.12'	S06°14'37"E
C130	30.23'	20.00'	86°36'00"	27.43'	S42°39'06"W
C131	69.43'	1170.00'	3°24'00"	69.42'	S87°39'06"W
C132	34.18'	175.00'	11°11'24"	34.12'	N85°03'12"W
C133	172.60'	88.00'	112°22'49"	146.24'	N44°21'05"E
C134	86.30'	88.00'	56°11'24"	82.88'	N72°26'48"E
C135	39.07'	88.00'	25°26'23"	38.75'	N31°37'54"E
C136	47.23'	88.00'	30°45'02"	46.66'	N03°32'12"E
C137	34.18'	175.00'	11°11'24"	34.12'	S06°14'37"E
C138	7.10'	175.00'	2°19'27"	7.10'	S10°40'36"E
C139	27.08'	175.00'	8°51'57"	27.05'	S05°04'53"E
C140	34.18'	175.00'	11°11'24"	34.12'	S04°56'48"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C141	27.09'	175.00'	8°52'07"	27.06'	S03°47'09"W
C142	7.09'	175.00'	21°9'18"	7.09'	S09°22'51"W
C143	172.60'	88.00'	112°22'49"	146.24'	N45°38'55"W
C144	47.24'	88.00'	30°45'21"	46.67'	N04°50'10"W
C145	39.06'	88.00'	25°26'04"	38.74'	N32°55'53"W
C146	32.82'	88.00'	21°22'14"	32.63'	N56°20'02"W
C147	39.29'	88.00'	25°34'59"	38.97'	N79°48'38"W
C148	14.19'	88.00'	9°14'11"	14.17'	S82°46'47"W
C149	34.18'	175.00'	11°11'24"	34.12'	N83°45'23"E
C150	31.42'	20.00'	90°00'00"	28.28'	S45°38'55"E
C151	34.18'	175.00'	11°11'24"	34.12'	S04°56'48"W
C152	172.60'	88.00'	112°22'49"	146.24'	N45°38'55"W
C153	9.18'	88.00'	5°58'27"	9.17'	N07°33'16"E
C154	45.12'	88.00'	29°22'31"	44.62'	N10°07'13"W
C155	43.63'	88.00'	28°24'27"	43.19'	N39°00'42"W
C156	43.63'	88.00'	28°24'27"	43.19'	N67°25'09"W
C157	31.05'	88.00'	20°12'57"	30.89'	S88°16'09"W
C158	34.18'	175.00'	11°11'24"	34.12'	N83°45'23"E
C159	19.10'	175.00'	6°15'08"	19.09'	N81°17'15"E
C160	15.08'	175.00'	4°56'16"	15.08'	N86°52'57"E
C161	34.18'	175.00'	11°11'24"	34.12'	S85°03'12"E
C162	172.60'	88.00'	112°22'49"	146.24'	S44°21'05"W
C163	5.13'	88.00'	3°20'13"	5.12'	N81°07'37"W
C164	45.87'	88.00'	29°52'07"	45.36'	S82°16'13"W
C165	43.63'	88.00'	28°24'27"	43.19'	S53°07'57"W
C166	45.82'	88.00'	29°50'07"	45.31'	S24°00'39"W
C167	32.15'	88.00'	20°55'55"	31.97'	S01°22'22"E
C168	34.18'	175.00'	11°11'24"	34.12'	N06°14'37"W
C169	28.14'	175.00'	9°12'45"	28.11'	N07°13'57"W
C170	6.04'	175.00'	1°58'40"	6.04'	N01°38'14"W
C171	31.42'	20.00'	90°00'00"	28.28'	N44°21'05"E
C172	31.42'	20.00'	90°00'00"	28.28'	S45°38'55"E
C173	5.05'	20.00'	14°28'39"	5.04'	S83°24'35"E
C174	26.36'	20.00'	75°31'21"	24.49'	S38°24'35"E
C175	82.36'	970.00'	4°51'57"	82.35'	S01°40'47"W
C176	46.77'	30.00'	89°19'20"	42.17'	S48°52'43"W
C177	361.47'	5043.00'	4°06'24"	361.39'	S88°30'49"E
C178	1023.27'	5043.00'	11°37'33"	1021.52'	S79°17'31"W
C179	46.77'	30.00'	89°19'21"	42.17'	N40°26'38"E
C180	87.47'	1030.00'	4°51'57"	87.45'	S01°40'47"W
C181	31.42'	20.00'	90°00'00"	28.28'	N44°21'05"E
C182	26.36'	20.00'	75°31'21"	24.49'	N37°06'46"E
C183	5.05'	20.00'	14°28'39"	5.04'	N82°06'46"E
C184	31.42'	20.00'	90°00'00"	28.28'	S45°38'55"E
C185	39.91'	470.00'	4°51'57"	39.90'	S01°40'47"W
C186	34.18'	175.00'	11°11'24"	34.12'	S09°48'45"W
C187	162.38'	88.00'	105°43'31"	140.31'	N37°27'19"W
C188	7.38'	88.00'	4°48'24"	7.38'	N13°00'11"E
C189	48.62'	88.00'	31°39'13"	48.00'	N05°13'34"W
C190	43.63'	88.00'	28°24'27"	43.19'	N35°15'24"W
C191	43.63'	88.00'	28°24'27"	43.19'	N63°39'21"W
C192	19.12'	88.00'	12°27'00"	19.08'	N84°05'34"W
C193	34.18'	175.00'	11°11'24"	34.12'	S84°43'22"E
C194	33.53'	175.00'	10°58'41"	33.48'	S84°49'43"E
C195	0.65'	175.00'	0°12'43"	0.65'	S79°14'01"E
C196	34.18'	175.00'	11°11'24"	34.12'	S73°31'57"E
C197	172.60'	88.00'	112°22'49"	146.24'	S55°52'20"E
C198	16.52'	88.00'	10°45'27"	16.50'	N73°18'59"W
C199	43.63'	88.00'	28°24'27"	43.19'	S87°06'04"W
C200	43.63'	88.00'	28°24'27"	43.19'	S58°14'37"W
C201	43.63'	88.00'	28°24'27"	43.19'	S30°17'10"W
C202	25.19'	88.00'	16°24'01"	25.10'	S07°52'56"W
C203	34.18'	175.00'	11°11'24"	34.12'	N05°16'38"E
C204	26.14'	175.00'	8°33'26"	26.11'	N03°57'39"E
C205	8.04'	175.00'	2°37'59"	8.04'	N09°33'21"E
C206	31.42'	20.00'	90°00'00"	28.28'	N55°52'20"E
C207	107.30'	970.00'	6°20'16"	107.24'	S75°57'32"E
C208	81.77'	970.00'	4°49'48"	81.75'	S76°42'46"E
C209	25.53'	970.00'	1°30'28"	25.53'	S73°32'38"E
C210	31.42'	20.00'	90°00'00"	28.28'	S27°42'24"E

Item No. 17.

PROMONTORY
SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:



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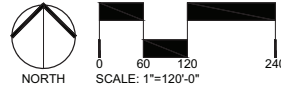
TREE PROTECTION NOTES

1. ALL EXISTING TREES WITHIN THE LIMITS OF THE DEVELOPMENT AND AND WITHIN RANGE OF CONSTRUCTION OPERATIONS SHALL REMAIN AND BE PROTECTED UNLESS NOTED ON THESE PLANS FOR REMOVAL.
2. WITHIN THE DRIP LINE OF ANY PROTECTED EXISTING TREE, THERE SHALL BE NO CUT OR FILL OVER A FOUR-INCH DEPTH UNLESS A QUALIFIED ARBORIST OR FORESTER HAS EVALUATED AND APPROVED THE DISTURBANCE.
3. ALL PROTECTED EXISTING TREES SHALL BE PRUNED TO THE CITY FORESTRY STANDARDS. TREE PRUNING AND REMOVAL SHALL BE PERFORMED BY A BUSINESS THAT HOLDS A CURRENT CITY OF GREELEY ARBORIST LICENSE WHERE REQUIRED BY CODE.
4. PRIOR TO AND DURING CONSTRUCTION, BARRIERS SHALL BE ERECTED AROUND ALL PROTECTED EXISTING TREES WITH SUCH BARRIERS TO BE OF ORANGE FENCING A MINIMUM OF FOUR (4) FEET IN HEIGHT, SECURED WITH METAL T-POSTS, NO CLOSER THAN SIX (6) FEET FROM THE TRUNK OR ONE-HALF (1/2) OF THE DRIP LINE, WHICHEVER IS GREATER. THERE SHALL BE NO STORAGE OR MOVEMENT OF EQUIPMENT, MATERIAL, DEBRIS OR FILL WITHIN THE FENCED TREE PROTECTION ZONE.
5. DURING THE CONSTRUCTION STAGE OF DEVELOPMENT, THE APPLICANT SHALL PREVENT THE CLEANING OF EQUIPMENT OR MATERIAL OR THE STORAGE AND DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OILS, SOLVENTS, ASPHALT, CONCRETE, MOTOR OIL OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY PROTECTED TREE OR GROUP OF TREES.
6. NO DAMAGING ATTACHMENT, WIRES, SIGNS OR PERMITS MAY BE FASTENED TO ANY PROTECTED TREE.
7. LARGE PROPERTY AREAS CONTAINING PROTECTED TREES AND SEPARATED FROM CONSTRUCTION OR LAND CLEARING AREAS, ROAD RIGHTS-OF-WAY AND UTILITY EASEMENTS MAY BE "RIBBONED OFF," RATHER THAN ERECTING PROTECTIVE FENCING AROUND EACH TREE AS REQUIRED IN SUBSECTION (G)(3) ABOVE. THIS MAY BE ACCOMPLISHED BY PLACING METAL T-POST STAKES A MAXIMUM OF FIFTY (50) FEET APART AND TYING RIBBON OR ROPE FROM STAKE-TO-STAKE ALONG THE OUTSIDE PERIMETERS OF SUCH AREAS BEING CLEARED.
8. THE INSTALLATION OF UTILITIES, IRRIGATION LINES OR ANY UNDERGROUND FIXTURE REQUIRING EXCAVATION DEEPER THAN SIX (6) INCHES SHALL BE ACCOMPLISHED BY BORING UNDER THE ROOT SYSTEM OF PROTECTED EXISTING TREES AT A MINIMUM DEPTH OF TWENTY-FOUR (24) INCHES. THE AUGER DISTANCE IS ESTABLISHED FROM THE FACE OF THE TREE (OUTER BARK) AND IS SCALED FROM TREE DIAMETER AT BREAST HEIGHT AS DESCRIBED IN THE CHART BELOW:

TREE DIAMETER AT BREAST HEIGHT (INCHES)	AUGER DISTANCE FROM FACE OF TREE (FEET)
0-2	1
3-4	2
5-9	5
10-14	10
15-19	12
OVER 19	15

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ACCEPTED BY: COMMUNITY DEVELOPMENT DIRECTOR DATE
ACCEPTED BY: ENGINEERING DEVELOPMENT REVIEW / CIVIL INSPECTIONS MANAGER DATE



ORIGINAL SIZE 24X36

No.	DESCRIPTION	DATE
01	PRELIMINARY SUB	12/3/2020
02	FINAL SUBDIVISION	4/30/2021

No.	DESCRIPTION	DATE
01	CITY COMMENTS	2/16/2021
02	CITY COMMENTS	4/12/2021
03	COMMENTS	5/20/2021

EXISTING TREE PLAN

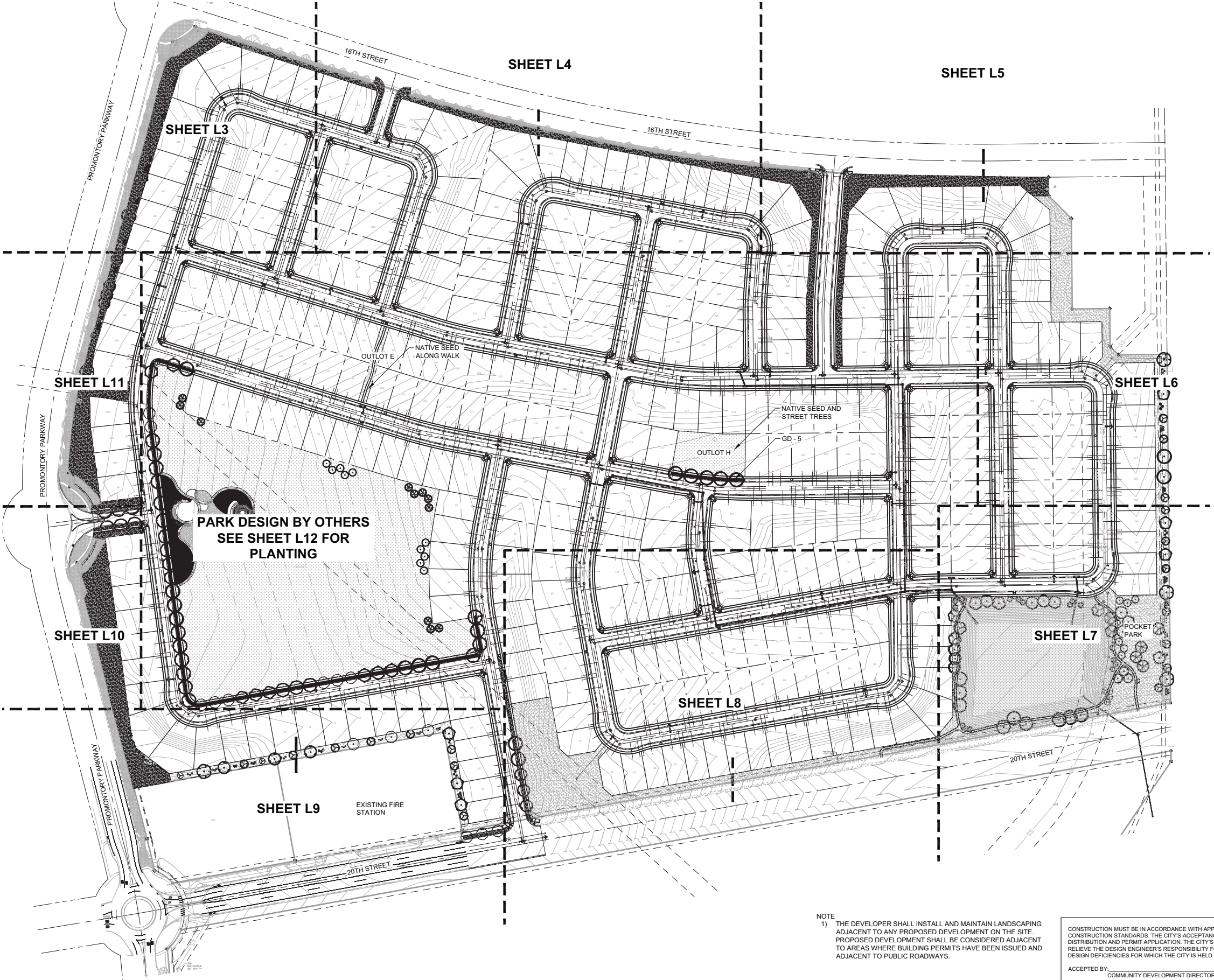
SEAL:

ENTITLEMENT
DRAWINGS
NOT FOR
CONSTRUCTION

PROJECT No.: R20-033
DRAWN BY: AG
REVIEWED BY: SH
DRAWING NUMBER:

TREE MITIGATION TABLE

GROUP I.D.	NOTES		20"+ (4 TREES)	13 - 19" (3 TREES)	8 - 12" (2 TREES)	2 - 7" (1 TREE)	< 2" (0.5 TREE)	SPADE RELOCATES	CONDITION*
A	EXISTING STREET TREES - 16TH STREET	P.O.P.							
B-1	EXISTING COTTONWOOD GROVE	REMOVE	1	1	34	25			
B-2	EXISTING COTTONWOOD GROVE	REMOVE	3	2	4				
B-3	EXISTING COTTONWOOD GROVE	REMOVE		1	10	12			
C	16TH STREET - STREET TREES	REMOVE				3			
D	16TH STREET - STREET TREES	P.O.P.							
E	EXISTING COTTONWOOD GROVE	REMOVE			4	18			
F	PINION PINE (2 @ 3" DIAM.)	RELOCATE						2	FAIR, FAIR+
G	SPRUCE & PINION PINE	P.O.P.							
H	MIXED SPECIES GROVE (1)	REMOVE	4	6	6				
I	PROMONTORY PARKWAY - STREET TREES	P.O.P.							
J	PROMONTORY PARKWAY - STREET TREES	P.O.P.							
K	EXISTING COTTONWOOD	REMOVE			1				
TOTAL TREES REMOVED PER SIZE RANGE:			8	10	59	58			
TOTAL MITIGATION TREES PER SIZE RANGE:			32	30	118	58			
TOTAL MITIGATION TREES (2):			236						
(1) TREES NOT INCLUDED TOWARDS COUNT INCLUDE 3 RUSSIAN OLIVE AND 1 THORNED LOCUST (THE REMAINDER ARE COTTONWOOD)									
(2) LESS SPADE RELOCATES									
(*) CONDITION WAS OBSERVED ON 4/12/2021, CONTACT CITY PARKS DEPARTMENT FOR FURTHER ASSESEMENT									



NOTE
1) THE DEVELOPER SHALL INSTALL AND MAINTAIN LANDSCAPING ADJACENT TO ANY PROPOSED DEVELOPMENT ON THE SITE. PROPOSED DEVELOPMENT SHALL BE CONSIDERED ADJACENT TO AREAS WHERE BUILDING PERMITS HAVE BEEN ISSUED AND ADJACENT TO PUBLIC ROADWAYS.

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PROMONTORY
SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO
PREPARED BY:

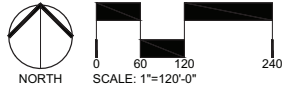


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ENGINEER

NORTHERN ENGINEERING
Robbie Lauer
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ORIGINAL SIZE 24X36
ISSUED

No.	DESCRIPTION	DATE
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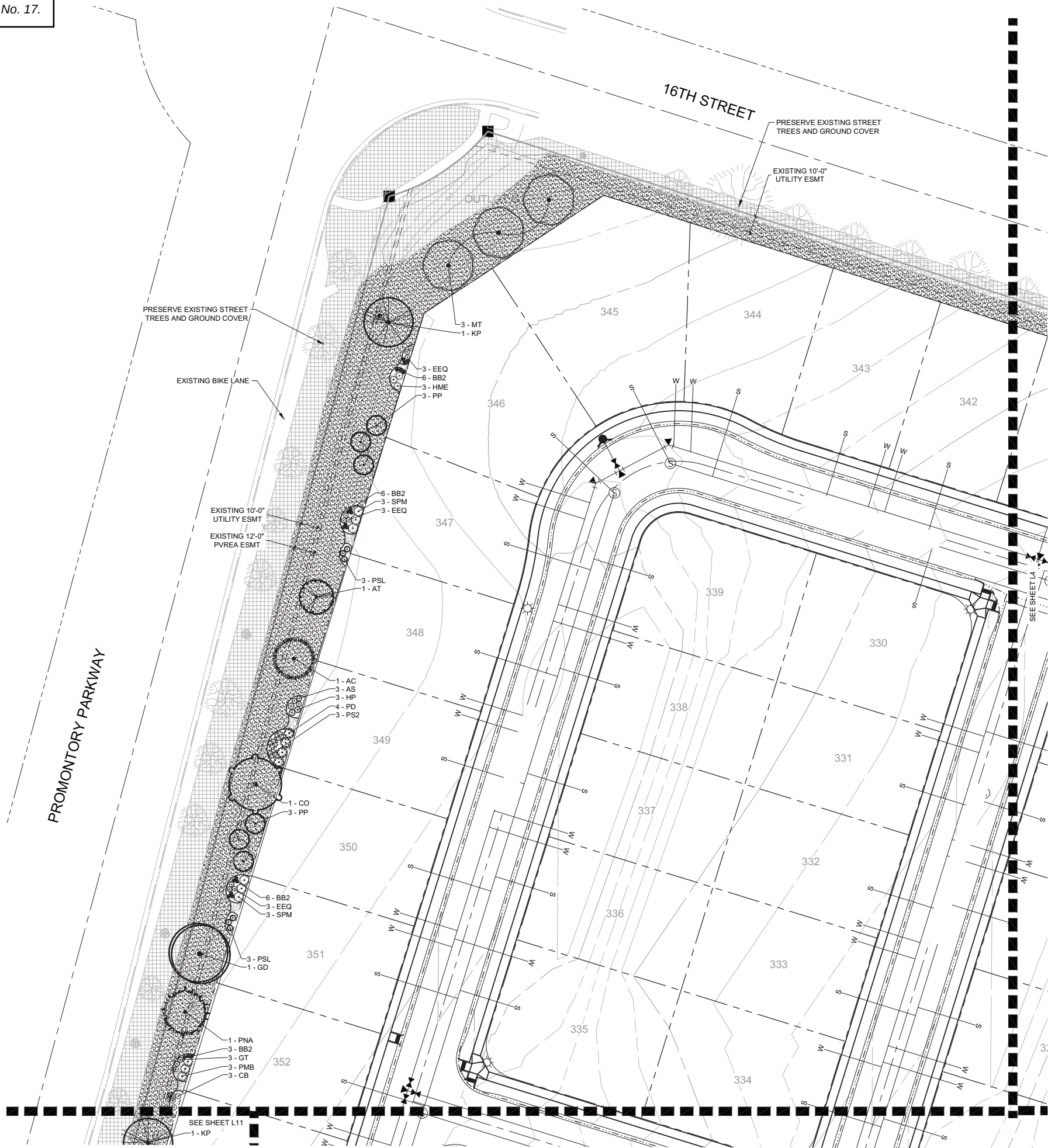
No.	DESCRIPTION	DATE
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OVERALL LANDSCAPE
PLAN

SEAL:



PROJECT No.: R20-033
DRAWN BY: AG
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DRAWING NUMBER:



PLANT SCHEDULE

CANOPY TREES	COMMON NAME	CONT	CAL	SIZE
AO	OHIO BUCKEYE	B & B	2"	
AH	EUROPEAN HORSECHESTNUT	B & B	2"	
CS	NORTHERN CATALPA	B & B	2"	
CO	COMMON HACKBERRY	B & B	2"	
GB	MAIDENHAIR TREE	B & B	2"	
GI	THORNLESS HONEYLOCUST	B & B	2"	
GD	KENTUCKY COFFEETREE	B & B	2"	
MT	THUNDERCHILD CRABAPPLE	B & B	2"	
QM	BURR OAK	B & B	2"	
QM2	CHINKAPIN OAK	B & B	2"	
TS	SILVER LINDEN	B & B	2"	
UD	DISCOVERY ELM	B & B	2"	
UA	ACCOLADE ELM	B & B	2"	
EVERGREEN TREES	COMMON NAME	CONT	CAL	SIZE
AC	WHITE FIR	B & B	6' HT	
JS	ROCKY MOUNTAIN JUNIPER	B & B	6' HT	
PB	BRISTLECONE PINE	B & B	6' HT	
PP	PINON PINE	B & B	6' HT	6' HT
PNA	AUSTRIAN PINE	B & B	6' HT	
PNF	COLUMNAR AUSTRIAN PINE	B & B	6' HT	
PP3	PONDEROSA PINE	B & B	6' HT	6' HT
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ORNAMENTAL TREES	COMMON NAME	CONT	CAL	SIZE
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CM	DOWNY HAWTHORNE	B & B	1.5"	
KP	GOLDEN RAIN TREE	B & B	1.5"	
MD	DOLGO CRABAPPLE	B & B	1.5"	
ML	LANCLOT CRABAPPLE	B & B	1.5"	
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PM	AMUR CHOKECHERRY	B & B	1.5"	
SR	JAPANESE TREE LILAC	B & B	1.5"	
SHRUBS	COMMON NAME	SIZE		
AM	MOONSHINE YARROW	5 GAL		
AS	SUNSET HYSSOP	5 GAL		
AC2	PANCHITO MANZANITA	5 GAL		
AF2	FRINGED WORMWOOD	5 GAL		
BA	RED LEAF JAPANESE BARBERRY	5 GAL		
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RNW	NEARLY WILD SHRUB ROSE	5 GAL		
SO	WESTERN SNOWBERRY	5 GAL		
SPM	MISS KIM DWARF LILAC	5 GAL		
SR2	ROYAL PURPLE LILAC	5 GAL		
PERENNIALS	COMMON NAME	SIZE		
RM	PURPLE CONEFLOWER	1 GAL		
ORNAMENTAL GRASS	COMMON NAME	SIZE		
BB2	BLONDE AMBITION GRASS	1 GAL		
CAK	FEATHER REED GRASS	1 GAL		

SYMBOL	01 HARDSCAPE DESCRIPTION
	CONCRETE
	COLORLED CONCRETE
SYMBOL	02 LANDSCAPE MATERIAL DESCRIPTION
	WOOD MULCH
	IRRIGATED TURF
	ROCK MULCH
	NATIVE SEED 1
	DETENTION SEED MIX
	EXISTING LANDSCAPE
	EXISTING TREES

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PROMONTORY SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:

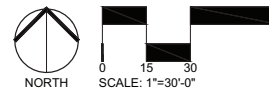


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ORIGINAL SIZE 24X36

ISSUED

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REVISIONS

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LANDSCAPE ENLARGEMENT

SEAL:

ENTITLEMENT
DRAWINGS
NOT FOR
CONSTRUCTION

PROJECT No.:

R20-033

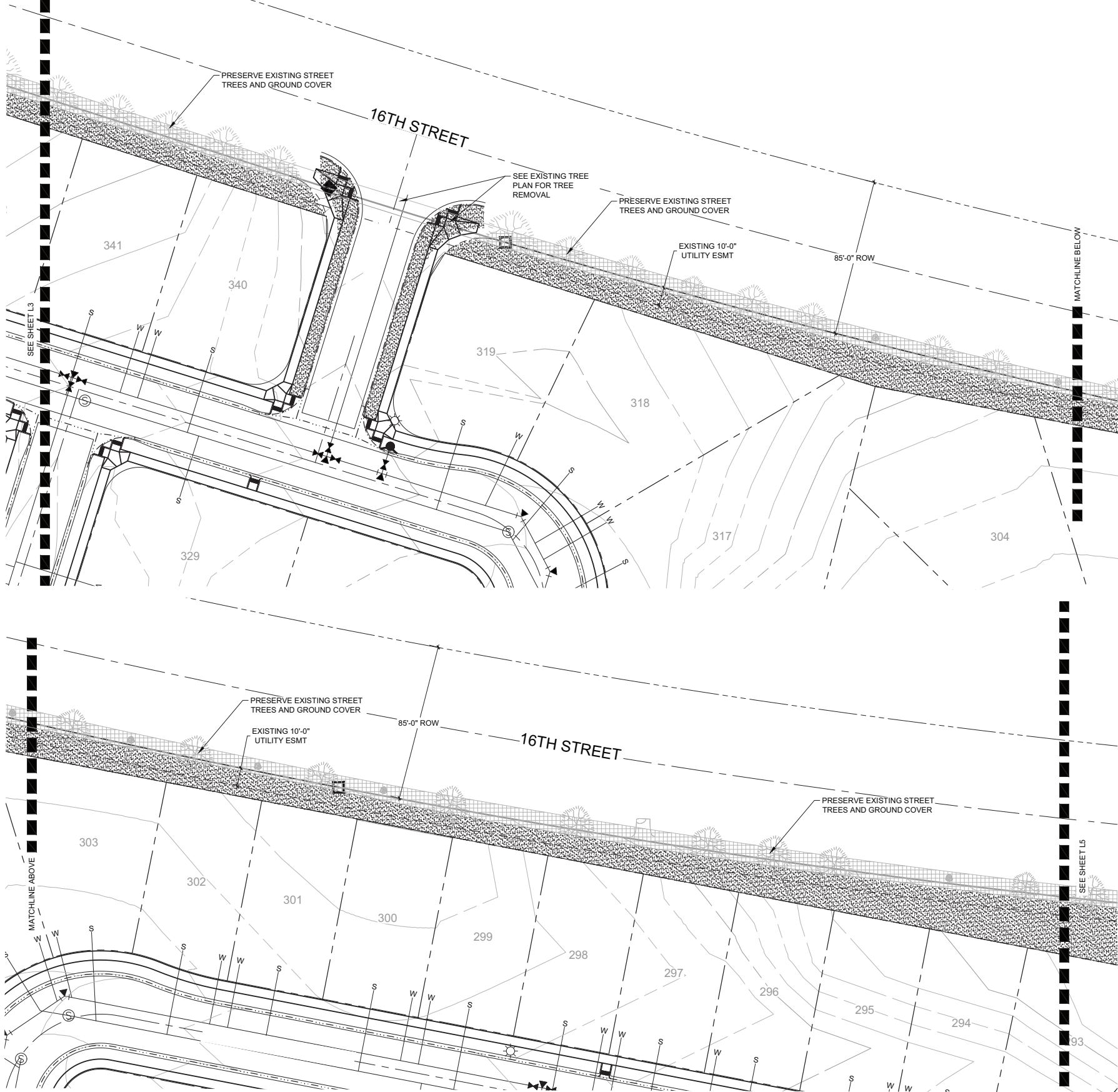
DRAWN BY:

AG

REVIEWED BY:

SH

DRAWING NUMBER:



PLANT SCHEDULE

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MT	THUNDERCHILD CRABAPPLE	B & B	2"	
QM	BURR OAK	B & B	2"	
QM2	CHINKAPIN OAK	B & B	2"	
TS	SILVER LINDEN	B & B	2"	
UD	DISCOVERY ELM	B & B	2"	
UA	ACCOLADE ELM	B & B	2"	

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AC	WHITE FIR	B & B	6' HT	
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SHRUBS	COMMON NAME	SIZE
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AS	SUNSET HYSSOP	5 GAL
AC2	PANCHITO MANZANITA	5 GAL
AF2	FRINGED WORMWOOD	5 GAL
BA	RED LEAF JAPANESE BARBERRY	5 GAL
BC	CRIMSON PYGMY JAPANESE BARBERRY	5 GAL
CB	BLUE MIST BLUEBEARD	5 GAL
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SPM	MISS KIM DWARF LILAC	5 GAL
SR2	ROYAL PURPLE LILAC	5 GAL

PERENNIALS	COMMON NAME	SIZE
RM	PURPLE CONEFLOWER	1 GAL

ORNAMENTAL GRASS	COMMON NAME	SIZE
BB2	BLONDE AMBITION GRASS	1 GAL
CAK	FEATHER REED GRASS	1 GAL

SYMBOL	02 LANDSCAPE MATERIAL DESCRIPTION
	WOOD MULCH
	IRRIGATED TURF
	ROCK MULCH
	NATIVE SEED 1
	DETENTION SEED MIX
	EXISTING LANDSCAPE
	EXISTING TREES

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ACCEPTED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

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ENGINEERING DEVELOPMENT REVIEW / CIVIL INSPECTIONS MANAGER

PROMONTORY SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:

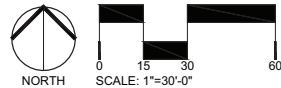


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ORIGINAL SIZE 24X36

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LANDSCAPE ENLARGEMENT

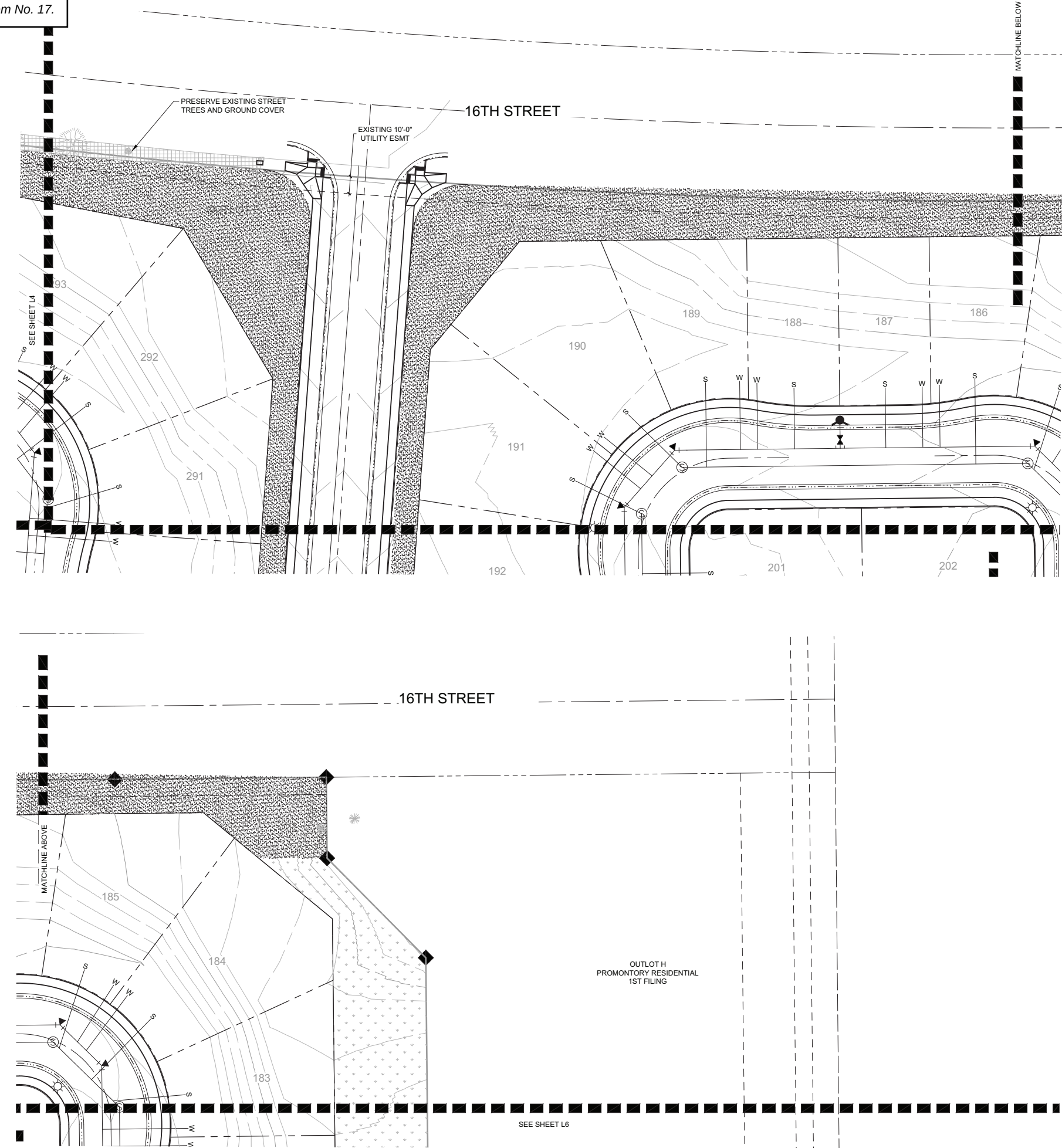
SEAL:

ENTITLEMENT DRAWINGS NOT FOR CONSTRUCTION

PROJECT No.:	R20-033
DRAWN BY:	AG
REVIEWED BY:	SH

DRAWING NUMBER:

Item No. 17.



PLANT SCHEDULE

CANOPY TREES	COMMON NAME	CONT	CAL	SIZE
AO	OHIO BUCKEYE	B & B	2"	
AH	EUROPEAN HORSECHESTNUT	B & B	2"	
CS	NORTHERN CATALPA	B & B	2"	
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SYMBOL	02 LANDSCAPE MATERIAL DESCRIPTION
	WOOD MULCH
	IRRIGATED TURF
	ROCK MULCH
	NATIVE SEED 1
	DETENTION SEED MIX
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PROMONTORY SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:

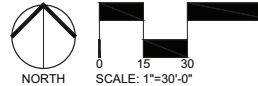


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PROJECT No.:	R20-033
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OUTLOT H
PROMONTORY RESIDENTIAL
1ST FILING

OUTLOT D

PLANT SCHEDULE

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PB	BRISTLECONE PINE	B & B	6' HT	
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PNA	AUSTRIAN PINE	B & B	6' HT	
PNF	COLUMNAR AUSTRIAN PINE	B & B	6' HT	
PP3	PONDEROSA PINE	B & B		6' HT
PS3	SOUTHWESTERN WHITE PINE	B & B	6' HT	
PS	SCOTCH PINE	B & B	6' HT	
ORNAMENTAL TREES	COMMON NAME	CONT	CAL	SIZE
AF	FLAME AMUR MAPLE	B & B	1.5"	
AT	TATARIAN MAPLE	B & B	1.5"	
CI	THORNLESS HAWTHORN	B & B	1.5"	
CM	DOWNY HAWTHORNE	B & B	1.5"	
KP	GOLDEN RAIN TREE	B & B	1.5"	
MD	DOLGO CRABAPPLE	B & B	1.5"	
ML	LANCELOT CRABAPPLE	B & B	1.5"	
MS	SPRING SNOW CRABAPPLE	B & B	1.5"	
PM	AMUR CHOKECHERRY	B & B	1.5"	
SR	JAPANESE TREE LILAC	B & B	1.5"	
SHRUBS	COMMON NAME	SIZE		
AM	MOONSHINE YARROW	5 GAL		
AS	SUNSET HYSSOP	5 GAL		
AC2	PANCHITO MANZANITA	5 GAL		
AF2	FRINGED WORMWOOD	5 GAL		
BA	RED LEAF JAPANESE BARBERRY	5 GAL		
BC	CRIMSON PYGMY JAPANESE BARBERRY	5 GAL		
CB	BLUE MIST BLUEBEARD	5 GAL		
CR	RUBBER RABBITBRUSH	5 GAL		
CAI	IVORY HALO VARIEGATED DOGWOOD	5 GAL		
CP2	PRAIRIE FIRE DOGWOOD	5 GAL		
CSA	ARCTIC FIRE RED TWIG DOGWOOD	5 GAL		
CI2	ISANTI REDOSIER DOGWOOD	5 GAL		
DB	CAROL MACKIE DAPHNE	5 GAL		
EEQ	BLUESTEM JOINT FIR	5 GAL		
EAC	DWARF BURNING BUSH	5 GAL		
GT	ROYAL GOLD WOODWAXEN	5 GAL		
HP	RED FALSE YUCCA	5 GAL		
HME	ENDLESS SUMMER HYDRANGEA	5 GAL		
PD	DIABLO NINEBARK	5 GAL		
PSL	DWARF NINEBARK	5 GAL		
PMB	BIG TUNA MUGO PINE	5 GAL		
PS2	DWARF MUGO PINE	5 GAL		
PFJ	JACKMAN POTENTILLA	5 GAL		
PP2	PAWNEE BUTTES SAND CHERRY	5 GAL		
RA	ALPINE CURRANT	5 GAL		
RNW	NEARLY WILD SHRUB ROSE	5 GAL		
SO	WESTERN SNOWBERRY	5 GAL		
SPM	MISS KIM DWARF LILAC	5 GAL		
SR2	ROYAL PURPLE LILAC	5 GAL		
PERENNIALS	COMMON NAME	SIZE		
RM	PURPLE CONEFLOWER	1 GAL		
ORNAMENTAL GRASS	COMMON NAME	SIZE		
BB2	BLONDE AMBITION GRASS	1 GAL		
CAK	FEATHER REED GRASS	1 GAL		

SYMBOL	02 LANDSCAPE MATERIAL DESCRIPTION
	WOOD MULCH
	IRRIGATED TURF
	ROCK MULCH
	NATIVE SEED 1
	DETENTION SEED MIX
	EXISTING LANDSCAPE
	EXISTING TREES

BUFFER YARD "A"

EXISTING 10'-0"
PIPELINE ESMT

1 - GD
5 - PP2
1 - AF

PROMONTORY
SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:

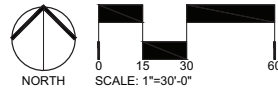


LANDSCAPE ARCHITECT

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ENGINEER

NORTHERN ENGINEERING
Robbie Lauer
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ORIGINAL SIZE 24X36

No.	DESCRIPTION	DATE
01	PRELIMINARY SUB	12/3/2020
02	FINAL SUBDIVISION	4/30/2021

No.	DESCRIPTION	DATE
01	CITY COMMENTS	2/16/2021
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03	COMMENTS	5/20/2021

LANDSCAPE
ENLARGEMENT

SEAL:

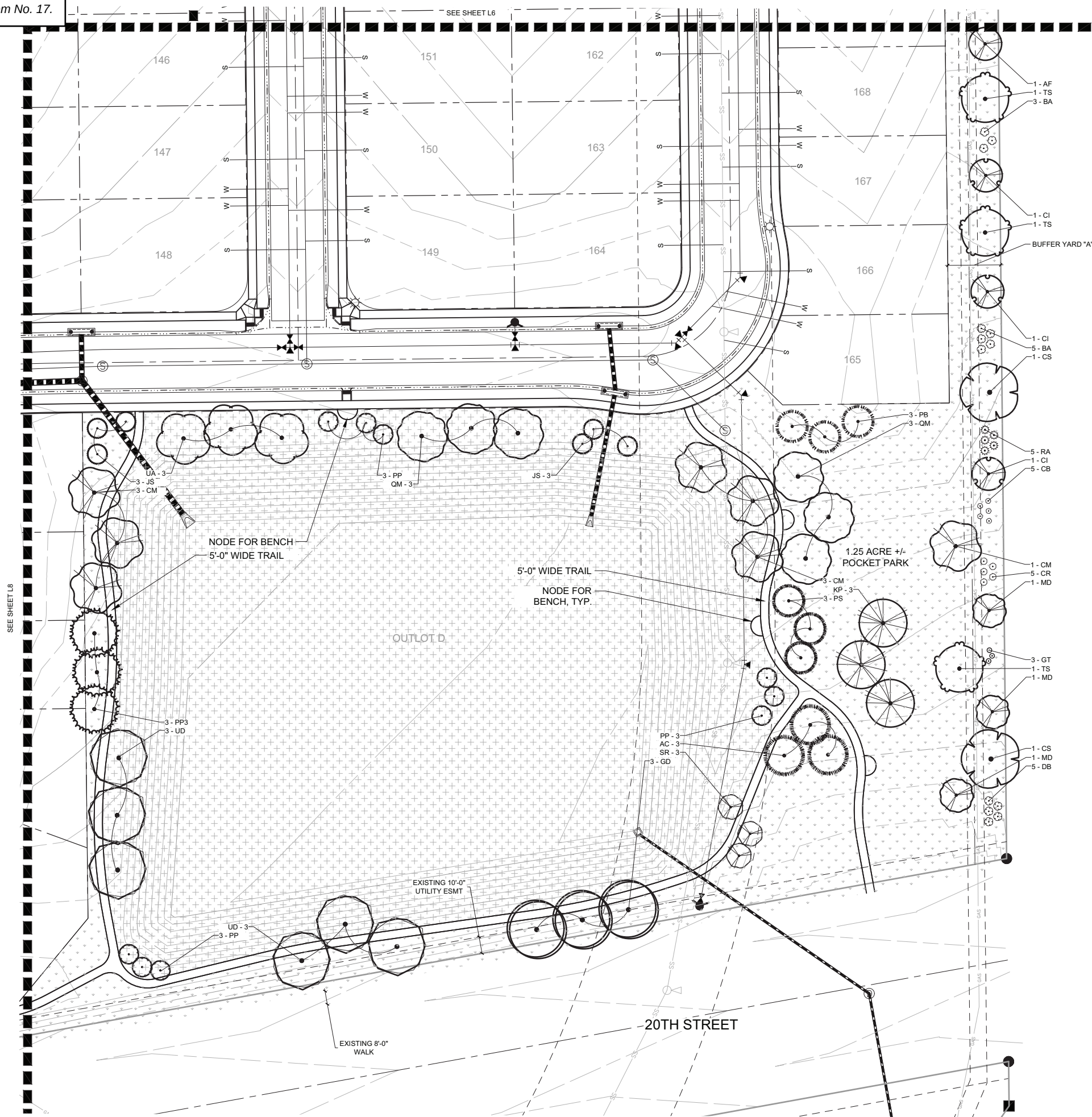
ENTITLEMENT
DRAWINGS
NOT FOR
CONSTRUCTION

PROJECT No.:	R20-033
DRAWN BY:	AG
REVIEWED BY:	SH

DRAWING NUMBER:

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ACCEPTED BY:	COMMUNITY DEVELOPMENT DIRECTOR	DATE
ACCEPTED BY:	ENGINEERING DEVELOPMENT REVIEW / CIVIL INSPECTIONS MANAGER	DATE



PLANT SCHEDULE

CANOPY TREES	COMMON NAME	CONT	CAL	SIZE
AO	OHIO BUCKEYE	B & B	2"	
AH	EUROPEAN HORSECHESTNUT	B & B	2"	
CS	NORTHERN CATALPA	B & B	2"	
CO	COMMON HACKBERRY	B & B	2"	
GB	MAIDENHAIR TREE	B & B	2"	
GI	THORNLESS HONEYLOCUST	B & B	2"	
GD	KENTUCKY COFFEETREE	B & B	2"	
MT	THUNDERCHILD CRABAPPLE	B & B	2"	
QM	BURR OAK	B & B	2"	
QM2	CHINKAPIN OAK	B & B	2"	
TS	SILVER LINDEN	B & B	2"	
UD	DISCOVERY ELM	B & B	2"	
UA	ACCOLADE ELM	B & B	2"	

EVERGREEN TREES	COMMON NAME	CONT	CAL	SIZE
AC	WHITE FIR	B & B	6' HT	
JS	ROCKY MOUNTAIN JUNIPER	B & B	6' HT	
PB	BRISTLECONE PINE	B & B	6' HT	
PP	PINON PINE	B & B		6' HT
PNA	AUSTRIAN PINE	B & B	6' HT	
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ORNAMENTAL TREES	COMMON NAME	CONT	CAL	SIZE
AF	FLAME AMUR MAPLE	B & B	1.5"	
AT	TATARIAN MAPLE	B & B	1.5"	
CI	THORNLESS HAWTHORN	B & B	1.5"	
CM	DOWNY HAWTHORNE	B & B	1.5"	
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PM	AMUR CHOKECHERRY	B & B	1.5"	
SR	JAPANESE TREE LILAC	B & B	1.5"	

SHRUBS	COMMON NAME	SIZE
AM	MOONSHINE YARROW	5 GAL
AS	SUNSET HYSSOP	5 GAL
AC2	PANCHITO MANZANITA	5 GAL
AF2	FRINGED WORMWOOD	5 GAL
BA	RED LEAF JAPANESE BARBERRY	5 GAL
BC	CRIMSON PYGMY JAPANESE BARBERRY	5 GAL
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SO	WESTERN SNOWBERRY	5 GAL
SPM	MISS KIM DWARF LILAC	5 GAL
SR2	ROYAL PURPLE LILAC	5 GAL

PERENNIALS	COMMON NAME	SIZE
RM	PURPLE CONEFLOWER	1 GAL

ORNAMENTAL GRASS	COMMON NAME	SIZE
BB2	BLONDE AMBITION GRASS	1 GAL
CAK	FEATHER REED GRASS	1 GAL

SYMBOL	02 LANDSCAPE MATERIAL DESCRIPTION
	WOOD MULCH
	IRRIGATED TURF
	ROCK MULCH
	NATIVE SEED 1
	DETENTION SEED MIX
	EXISTING LANDSCAPE
	EXISTING TREES

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ACCEPTED BY: COMMUNITY DEVELOPMENT DIRECTOR DATE
ACCEPTED BY: ENGINEERING DEVELOPMENT REVIEW / CIVIL INSPECTIONS MANAGER DATE

PROMONTORY SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:

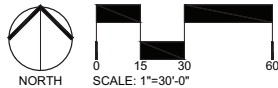


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ENGINEER

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ORIGINAL SIZE 24X36

No.	DESCRIPTION	DATE
01	PRELIMINARY SUB	12/3/2020
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No.	DESCRIPTION	DATE
01	CITY COMMENTS	2/16/2021
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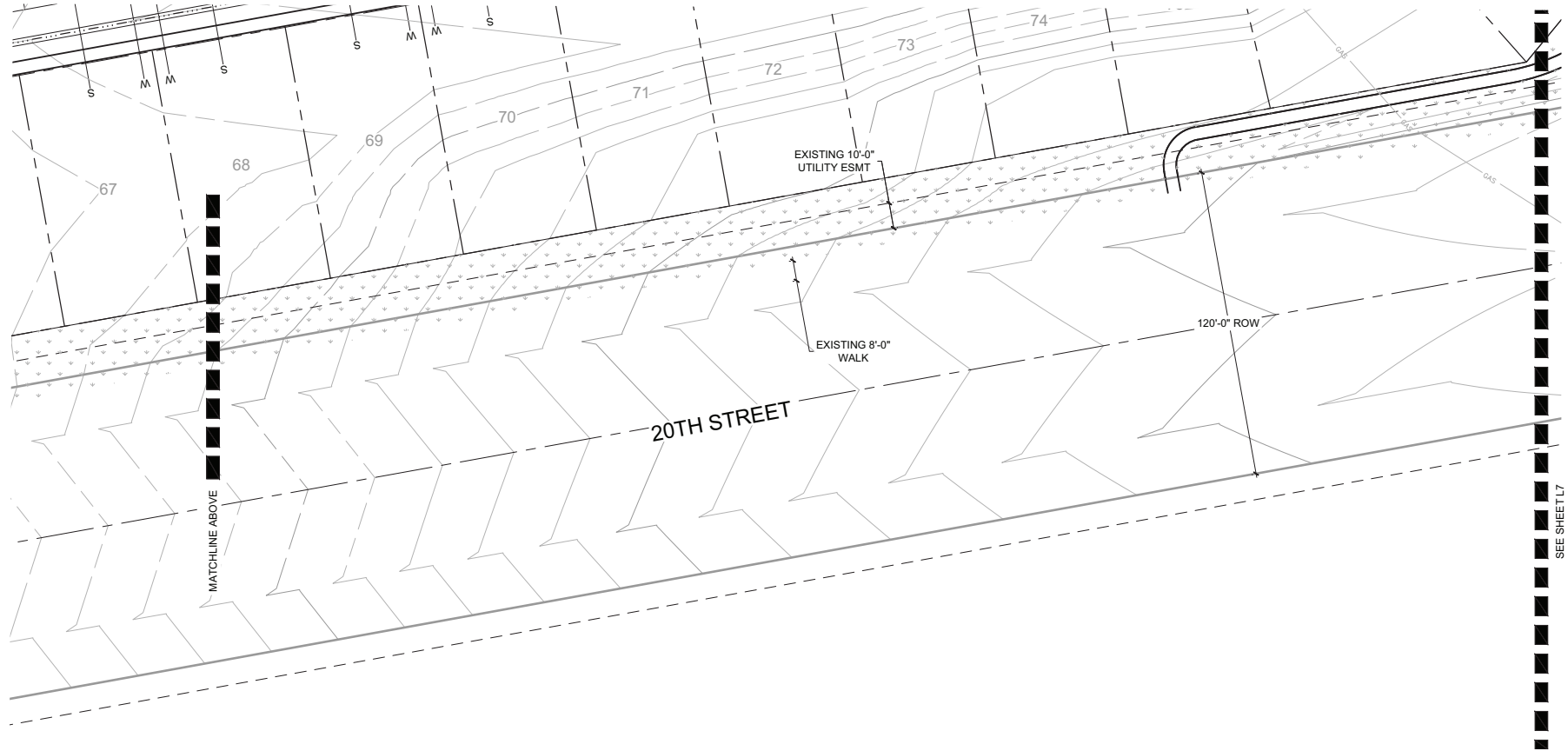
LANDSCAPE ENLARGEMENT

SEAL:

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PROJECT No.: R20-033
DRAWN BY: AG
REVIEWED BY: SH

DRAWING NUMBER:



PLANT SCHEDULE

CANOPY TREES	COMMON NAME	CONT	CAL	SIZE
AO	OHIO BUCKEYE	B & B	2"	
AH	EUROPEAN HORSECHESTNUT	B & B	2"	
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CO	COMMON HACKBERRY	B & B	2"	
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UA	ACCOLADE ELM	B & B	2"	
EVERGREEN TREES	COMMON NAME	CONT	CAL	SIZE
AC	WHITE FIR	B & B	6' HT	
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PB	BRISTLECONE PINE	B & B	6' HT	
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AT	TATARIAN MAPLE	B & B	1.5"	
CI	THORNLESS HAWTHORN	B & B	1.5"	
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PM	AMUR CHOKECHERRY	B & B	1.5"	
SR	JAPANESE TREE LILAC	B & B	1.5"	
SHRUBS	COMMON NAME	SIZE		
AM	MOONSHINE YARROW	5 GAL		
AS	SUNSET HYSSOP	5 GAL		
AC2	PANCHITO MANZANITA	5 GAL		
AF2	FRINGED WORMWOOD	5 GAL		
BA	RED LEAF JAPANESE BARBERRY	5 GAL		
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PP2	PAWNEE BUTTES SAND CHERRY	5 GAL		
RA	ALPINE CURRANT	5 GAL		
RNW	NEARLY WILD SHRUB ROSE	5 GAL		
SO	WESTERN SNOWBERRY	5 GAL		
SPM	MISS KIM DWARF LILAC	5 GAL		
SR2	ROYAL PURPLE LILAC	5 GAL		
PERENNIALS	COMMON NAME	SIZE		
RM	PURPLE CONEFLOWER	1 GAL		
ORNAMENTAL GRASS	COMMON NAME	SIZE		
BB2	BLONDE AMBITION GRASS	1 GAL		
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SYMBOL	02 LANDSCAPE MATERIAL DESCRIPTION
	WOOD MULCH
	IRRIGATED TURF
	ROCK MULCH
	NATIVE SEED 1
	DETENTION SEED MIX
	EXISTING LANDSCAPE
	EXISTING TREES

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ACCEPTED BY: COMMUNITY DEVELOPMENT DIRECTOR DATE
ACCEPTED BY: ENGINEERING DEVELOPMENT REVIEW / CIVIL INSPECTIONS MANAGER DATE

PROMONTORY SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:

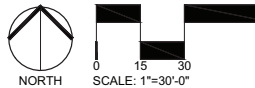


LANDSCAPE ARCHITECT

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ORIGINAL SIZE 24X36

No.	DESCRIPTION	DATE
01	PRELIMINARY SUB	12/3/2020
02	FINAL SUBDIVISION	4/30/2021

REVISIONS

No.	DESCRIPTION	DATE
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LANDSCAPE ENLARGEMENT

SEAL:

ENTITLEMENT
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PROJECT No.:	R20-033
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CANOPY TREES		COMMON NAME	CONT	CAL	SIZE
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ACCEPTED BY: _____ DATE _____
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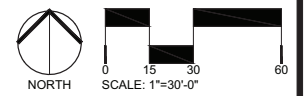
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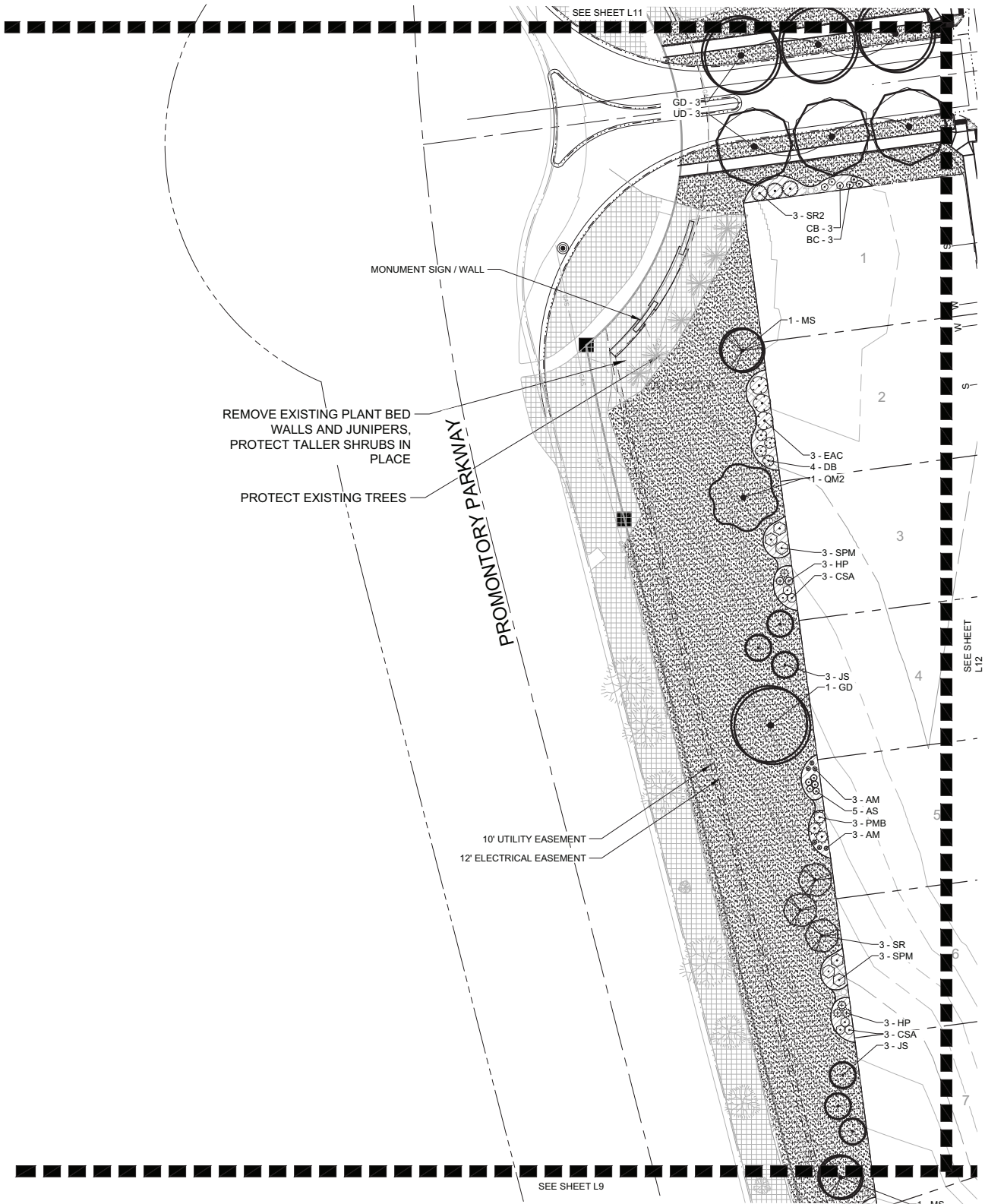


ORIGINAL SIZE 24X36		
ISSUED		
No.	DESCRIPTION	DATE
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02	FINAL SUBDIVISION	4/30/2021
REVISIONS		
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SEAL:



PROJECT No.:	R20-033
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PP3	PONDEROSA PINE	B & B	6' HT	
PS3	SOUTHWESTERN WHITE PINE	B & B	6' HT	
PS	SCOTCH PINE	B & B	6' HT	
ORNAMENTAL TREES	COMMON NAME	CONT	CAL	SIZE
AF	FLAME AMUR MAPLE	B & B	1.5"	
AT	TATARIAN MAPLE	B & B	1.5"	
CI	THORNLESS HAWTHORN	B & B	1.5"	
CM	DOWNY HAWTHORNE	B & B	1.5"	
KP	GOLDEN RAIN TREE	B & B	1.5"	
MD	DOLGO CRABAPPLE	B & B	1.5"	
ML	LANCELOT CRABAPPLE	B & B	1.5"	
MS	SPRING SNOW CRABAPPLE	B & B	1.5"	
PM	AMUR CHOKECHERRY	B & B	1.5"	
SR	JAPANESE TREE LILAC	B & B	1.5"	
SHRUBS	COMMON NAME	SIZE		
AM	MOONSHINE YARROW	5 GAL		
AS	SUNSET HYSSOP	5 GAL		
AC2	PANCHITO MANZANITA	5 GAL		
AF2	FRINGED WORMWOOD	5 GAL		
BA	RED LEAF JAPANESE BARBERRY	5 GAL		
BC	CRIMSON PYGMY JAPANESE BARBERRY	5 GAL		
CB	BLUE MIST BLUEBEARD	5 GAL		
CR	RUBBER RABBITBRUSH	5 GAL		
CAI	IVORY HALO VARIEGATED DOGWOOD	5 GAL		
CP2	PRAIRIE FIRE DOGWOOD	5 GAL		
CSA	ARCTIC FIRE RED TWIG DOGWOOD	5 GAL		
C12	ISANTI REDOSIER DOGWOOD	5 GAL		
DB	CAROL MACKIE DAPHNE	5 GAL		
EEQ	BLUESTEM JOINT FIR	5 GAL		
EAC	DWARF BURNING BUSH	5 GAL		
GT	ROYAL GOLD WOADWAXEN	5 GAL		
HP	RED FALSE YUCCA	5 GAL		
HME	ENDLESS SUMMER HYDRANGEA	5 GAL		
PD	DIABLO NINEBARK	5 GAL		
PSL	DWARF NINEBARK	5 GAL		
PMB	BIG TUNA MUGO PINE	5 GAL		
PS2	DWARF MUGO PINE	5 GAL		
PFJ	JACKMAN POTENTILLA	5 GAL		
PP2	PAWNEE BUTTES SAND CHERRY	5 GAL		
RA	ALPINE CURRANT	5 GAL		
RNW	NEARLY WILD SHRUB ROSE	5 GAL		
SO	WESTERN SNOWBERRY	5 GAL		
SPM	MISS KIM DWARF LILAC	5 GAL		
SR2	ROYAL PURPLE LILAC	5 GAL		
PERENNIALS	COMMON NAME	SIZE		
RM	PURPLE CONEFLOWER	1 GAL		
ORNAMENTAL GRASS	COMMON NAME	SIZE		
BB2	BLONDE AMBITION GRASS	1 GAL		
CAK	FEATHER REED GRASS	1 GAL		

SYMBOL	02 LANDSCAPE MATERIAL DESCRIPTION
	WOOD MULCH
	IRRIGATED TURF
	ROCK MULCH
	NATIVE SEED 1
	DETENTION SEED MIX
	EXISTING LANDSCAPE
	EXISTING TREES

CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE CITY OF GREELEY CONSTRUCTION STANDARDS. THE CITY'S ACCEPTANCE ALLOWS FOR PLAN DISTRIBUTION AND PERMIT APPLICATION. THE CITY'S ACCEPTANCE SHALL NOT RELIEVE THE DESIGN ENGINEER'S RESPONSIBILITY FOR ERRORS, OMISSIONS, OR DESIGN DEFICIENCIES FOR WHICH THE CITY IS HELD HARMLESS.

ACCEPTED BY: COMMUNITY DEVELOPMENT DIRECTOR DATE
ACCEPTED BY: ENGINEERING DEVELOPMENT REVIEW / CIVIL INSPECTIONS MANAGER DATE

PROMONTORY SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:

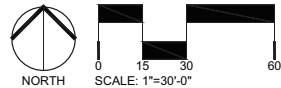


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ORIGINAL SIZE 24X36

No.	DESCRIPTION	DATE
01	PRELIMINARY SUB	12/3/2020
02	FINAL SUBDIVISION	4/30/2021

REVISIONS

No.	DESCRIPTION	DATE
01	CITY COMMENTS	2/16/2021
02	CITY COMMENTS	4/12/2021
03	COMMENTS	5/20/2021

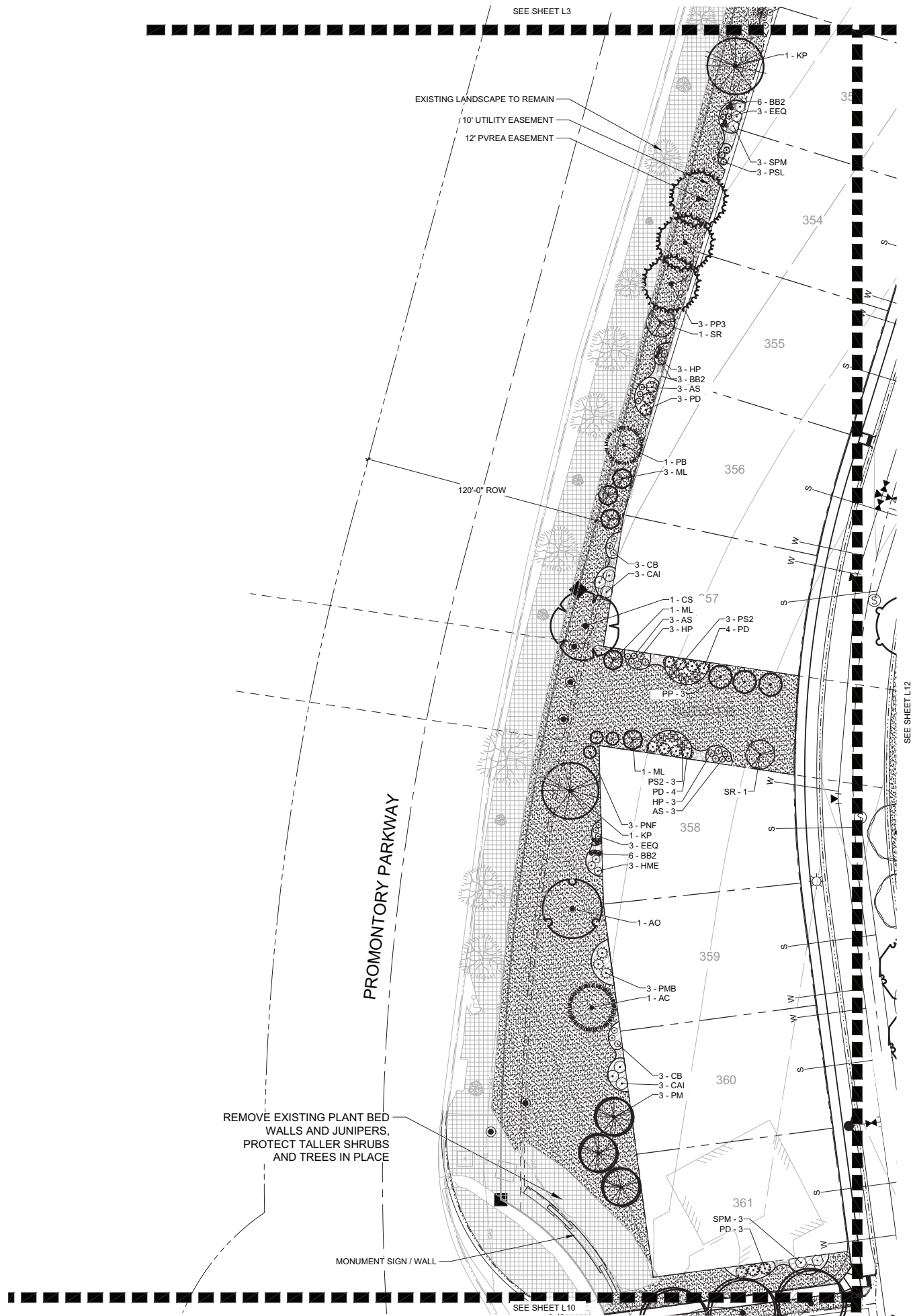
LANDSCAPE ENLARGEMENT

SEAL:

ENTITLEMENT
DRAWINGS
NOT FOR
CONSTRUCTION

PROJECT No.:	R20-033
DRAWN BY:	AG
REVIEWED BY:	SH

DRAWING NUMBER:



PLANT SCHEDULE

CANOPY TREES	COMMON NAME	CONT	CAL	SIZE
AO	OHIO BUCKEYE	B & B	2"	
AH	EUROPEAN HORSECHESTNUT	B & B	2"	
CS	NORTHERN CATALPA	B & B	2"	
CO	COMMON HACKBERRY	B & B	2"	
GB	MAIDENHAIR TREE	B & B	2"	
GI	THORNLESS HONEYLOCUST	B & B	2"	
GD	KENTUCKY COFFEETREE	B & B	2"	
MT	THUNDERCHILD CRABAPPLE	B & B	2"	
QM	BURR OAK	B & B	2"	
QM2	CHINKAPIN OAK	B & B	2"	
TS	SILVER LINDEN	B & B	2"	
UD	DISCOVERY ELM	B & B	2"	
UA	ACCOLADE ELM	B & B	2"	
EVERGREEN TREES	COMMON NAME	CONT	CAL	SIZE
AC	WHITE FIR	B & B	6' HT	
JS	ROCKY MOUNTAIN JUNIPER	B & B	6' HT	
PB	BRISTLECONE PINE	B & B	6' HT	
PP	PINON PINE	B & B		6' HT
PNA	AUSTRIAN PINE	B & B	6' HT	
PNF	COLUMNAR AUSTRIAN PINE	B & B	6' HT	
PP3	PONDEROSA PINE	B & B		6' HT
PS3	SOUTHWESTERN WHITE PINE	B & B	6' HT	
PS	SCOTCH PINE	B & B	6' HT	
ORNAMENTAL TREES	COMMON NAME	CONT	CAL	SIZE
AF	FLAME AMUR MAPLE	B & B	1.5"	
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CI	THORNLESS HAWTHORN	B & B	1.5"	
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ML	LANCELOT CRABAPPLE	B & B	1.5"	
MS	SPRING SNOW CRABAPPLE	B & B	1.5"	
PM	AMUR CHOKECHERRY	B & B	1.5"	
SR	JAPANESE TREE LILAC	B & B	1.5"	
SHRUBS	COMMON NAME	SIZE		
AM	MOONSHINE YARROW	5 GAL		
AS	SUNSET HYSSOP	5 GAL		
AC2	PANCHITO MANZANITA	5 GAL		
AF2	FRINGED WORMWOOD	5 GAL		
BA	RED LEAF JAPANESE BARBERRY	5 GAL		
BC	CRIMSON PYGMY JAPANESE BARBERRY	5 GAL		
CB	BLUE MIST BLUEBEARD	5 GAL		
CR	RUBBER RABBITBRUSH	5 GAL		
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EAC	DWARF BURNING BUSH	5 GAL		
GT	ROYAL GOLD WOODWAXEN	5 GAL		
HP	RED FALSE YUCCA	5 GAL		
HME	ENDLESS SUMMER HYDRANGEA	5 GAL		
PD	DIABLO NINEBARK	5 GAL		
PSL	DWARF NINEBARK	5 GAL		
PMB	BIG TUNA MUGO PINE	5 GAL		
PS2	DWARF MUGO PINE	5 GAL		
PPJ	JACKMAN POTENTILLA	5 GAL		
PP2	PAWNEE BUTTES SAND CHERRY	5 GAL		
RA	ALPINE CURRANT	5 GAL		
RNW	NEARLY WILD SHRUB ROSE	5 GAL		
SO	WESTERN SNOWBERRY	5 GAL		
SPM	MISS KIM DWARF LILAC	5 GAL		
SR2	ROYAL PURPLE LILAC	5 GAL		
PERENNIALS	COMMON NAME	SIZE		
RM	PURPLE CONEFLOWER	1 GAL		
ORNAMENTAL GRASS	COMMON NAME	SIZE		
BB2	BLONDE AMBITION GRASS	1 GAL		
CAK	FEATHER REED GRASS	1 GAL		

SYMBOL	02 LANDSCAPE MATERIAL DESCRIPTION
	WOOD MULCH
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PROMONTORY SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:

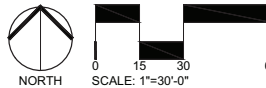


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LANDSCAPE ENLARGEMENT

SEAL:

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PROJECT No.:	R20-033
DRAWN BY:	AG
REVIEWED BY:	SH

DRAWING NUMBER:



ACCEPTED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTED BY: _____ DATE _____
ENGINEERING DEVELOPMENT REVIEW /
CIVIL INSPECTIONS MANAGER

L12 OF 15

Item No. 17. LANDING NOTES

- ALL PLANT MATERIAL SHALL MEET SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN) FOR NUMBER ONE GRADE. ALL TREES SHALL BE BALLED AND BURLAPPED OR EQUIVALENT.
- LANDSCAPING SHALL BE INSTALLED OR SECURED WITH A LETTER OF CREDIT, ESCROW, OR PERFORMANCE BOND FOR 125% OF THE VALUE OF THE LANDSCAPING PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- LANDSCAPING WITHIN PUBLIC RIGHT-OF-WAYS AND COMMON OPEN SPACE AREAS SHALL BE INSTALLED BY THE DEVELOPER AND MAINTAINED BY A HOME OWNER'S ASSOCIATION.
- DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
- ALL LANDSCAPE AREAS WITHIN THE SITE SHALL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. AN IRRIGATION PLAN WILL BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- ALL TURF EXCEPT NATIVE SEED AREAS TO BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES IN NATIVE SEED AREAS ARE TO BE IRRIGATED WITH AN AUTOMATIC DRIP (TRICKLE) IRRIGATION SYSTEM OR ACCEPTABLE ALTERNATIVE. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE WATER REQUIREMENTS OF THE INDIVIDUAL PLANT MATERIAL.
- AVOID CUTTING SURFACE ROOTS OF EXISTING TREES WHEREVER POSSIBLE. SIDEWALKS AND PAVING LEVELS SHOULD BE CONTOURED SUFFICIENTLY TO AVOID SUCH CUTTINGS.
- ROOT CUTS FROM EXCAVATION SHOULD BE DONE RAPIDLY. SMOOTH FLUSH CUTS SHOULD BE MADE. BACKFILL BEFORE THE ROOTS HAVE A CHANCE TO DRY OUT AND WATER THE TREE IMMEDIATELY.
- EXISTING TREES MARKED FOR PROTECTION AND PRESERVATION SHALL NOT BE REMOVED.
- HEAVY EQUIPMENT SHOULD NOT BE ALLOWED TO COMPACT OVER THE SOIL OVER THE ROOT ZONE OF EXISTING TREES.
- PRIOR TO CONSTRUCTION, ALL PROTECTED TREES SHALL HAVE ORANGE PROTECTION BARRIER FENCING ERECTED, WHICH AS A MINIMUM ARE SUPPORTED BY 1" X 1" OR SIMILAR STURDY STOCK, FOR SHIELDING OF PROTECTED TREES, NO CLOSER THAN SIX (6) FEET FROM THE TRUNK OR ONE AND ONE HALF (1-1/2) OF THE DRIP LINE, WHICH EVER IS GREATER. WITHIN THIS PROTECTION ZONE THERE SHALL BE NO MOVEMENT OF EQUIPMENT OR STORAGE OF EQUIPMENT MATERIALS, DEBRIS, FILL OR CUT UNLESS APPROVED BY THE CITY FORESTER.
- ALL SHRUB BEDS TO BE MULCHED WITH ROCK MULCH, NO MORE THAN 25% WILL BE EXPOSED AT MATURITY. EDGING BETWEEN GRASS AND SHRUB BEDS SHALL BE 1/8" X 4" STEEL SET LEVEL WITH TOP OF SOD.
- IRRIGATED TURF TO BE SODDED OR SEEDED WITH KENTUCKY BLUEGRASS.
- TOPSOIL, TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE ON AREAS REQUIRING REVEGETATION AND LANDSCAPING.
- SOIL AMENDMENTS. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED. ORGANIC AMENDMENTS SUCH AS COMPOST, PEAT, OR AGED MANURE SHALL BE THOROUGHLY INCORPORATED AT A RATE OF AT LEAST FOUR (4) CUBIC YARDS OF AMENDMENT PER 1,000 SQUARE FEET OF LANDSCAPE AREA.
- TREE AND SHRUB PLANTING PITS SHALL BE BACKFILLED WITH THE FOLLOWING MIX:
 - 80% ON-SITE TOPSOIL BY VOLUME.
 - 20% PEAT MOSS BY VOLUME.
- FIVE (5) POUNDS BONE MEAL PER CUBIC YARD OF BACKFILL.
- NO PLANT MATERIAL WITH MATURE GROWTH GREATER THAN THREE (3) FEET IN HEIGHT SHALL BE PLANTED WITHIN POTABLE WATER, SANITARY SEWER, OR NON-POTABLE IRRIGATION EASEMENTS.
- NO SHRUBS SHALL BE PLANTED WITHIN FIVE (5) FEET OR TREES WITHIN TEN (10) FEET OF POTABLE AND NON-POTABLE WATER METERS, FIRE HYDRANTS, SANITARY SEWER MANHOLES, OR POTABLE WATER, SANITARY SEWER, AND NON-POTABLE IRRIGATION MAINS AND SERVICES.
- SOIL FOR LANDSCAPING SHALL BE AMENDED WITH 4 CUBIC YARDS OF ORGANIC MATERIAL PER 1000 SQ. FEET.
- AUTOMATIC IRRIGATION SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC RAIN DETECTION DEVICE.
- A PERMIT IS REQUIRED PRIOR TO PLANTING ANY TREES, SHRUBS OR PERENNIALS WITHIN THE PUBLIC RIGHTS-OF-WAY.

TREE DIVERSITY SCHEDULE

PER CITY OF GREELEY PROPOSED PLAN MUST HAVE A SPECIES DIVERSITY OF (10-19 TREES > 50%, 20-39 TREES > 33%, 40-59 TREES > 25%, 60+ TREES > 15%). CITY OF GREELEY CODE SECTION 18.44.070 (J) (12) MAXIMUM USE OF SAME SPECIES

TYPE (PROPOSED & EXISTING TO REMAIN)	COUNT	60+ TREES > 15%
CANOPY TREES		
AESCULUS GLABRA / OHIO BUCKEYE	7	3%
AESCULUS HIPPOCASTANUM / HORSE CHESTNUT	7	3%
CATALPA SPECIOSA / NORTHERN CATALPA	5	2%
CELTIS OCCIDENTALIS / COMMON HACKBERRY	8	3%
GINKGO BILOBA / MAIDENHAIR TREE	11	5%
GLEDITSIA TRIACANTHOS INERMIS / THORNLESS HONEYLOCUST	9	4%
GYMNOCLADUS DIOICA 'ESPRESSO' / SEEDLESS KENTUCKY COFFEETREE	24	10%
MALUS X 'THUNDERBIRD' / THUNDERBIRD CRABAPPLE	17	7%
QUERCUS MACROCARPA / BURR OAK	6	2%
QUERCUS MUEHLENBERGII / CHINKAPIN OAK	5	3%
TILIA TOMENTOSA / SILVER LINDEN	7	3%
ULMUS DAVIDIANA JAPONICA 'DISCOVERY' / DISCOVERY ELM	14	6%
ULMUS X 'ACCOLAGE' / ACCOLADE ELM	3	1%
EVERGREEN TREES		
ABIES CONCOLOR / WHITE FIR	5	2%
JUNIPERUS SCOPULORUM / ROCKY MOUNTAIN JUNIPER	12	5%
PINUS ARISTATA / BRISTLECONE PINE	4	2%
PINUS EDULIS / PINYON PINE	18	7%
PINUS NIGRA / AUSTRIAN PINE	2	1%
PINUS NIGRA 'FRANK' / COLUMNAR AUSTRIAN PINE	3	1%
PINUS PONDEROSA / PONDEROSA PINE	6	
PINUS STROBIFORMIS / SOUTHWESTERN WHITE PINE	3	1%
PINUS SYLVESTRIS / SCOTCH PINE	13	5%
ORNAMENTAL TREES		
ACER GINNALA 'FLAME' / FLAME AMUR MAPLE	5	2%
ACER TATARICUM / TATARIAN MAPLE	1	0%
CRATAEGUS CRUS-GALLI 'INERMIS' / THORNLESS HAWTHORN	5	2%
CRATAEGUS MOLLIS / DOWNY HAWTHORNE	7	3%
KOELRUETERIA PANICULATA / GOLDEN RAIN TREE	6	2%
MALUS X 'DOLGO' / DOLGO CRABAPPLE	7	3%
MALUS X 'LANCELOT' / LANCELOT CRABAPPLE	5	2%
MALUS X 'SPRING SNOW' / SPRING SNOW CRABAPPLE	4	2%
PRUNUS MAACKII / AMUR CHOKECHERRY	3	1%
SYRINGA RETICULATA / JAPANESE TREE LILAC	11	5%
TOTAL	243	100%

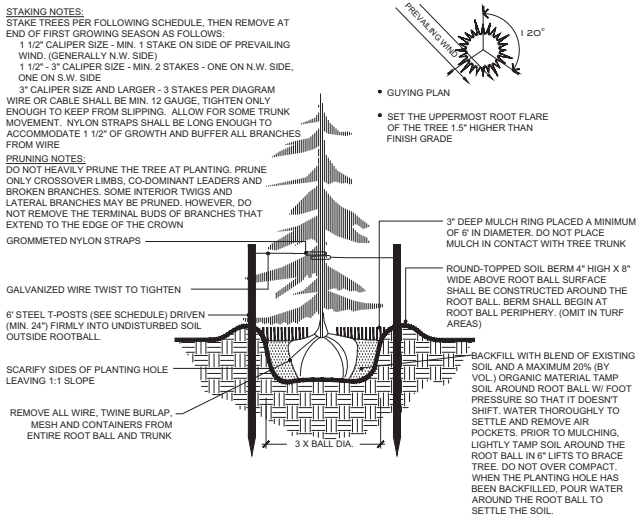
REQUIRED BUFFER YARDS & PERIMETER TREATMENTS							
BOUNDARY		ADJACENT ZONE		ADJACENT USE		ADJACENT INTENSITY CATEGORY	REQUIRED YARD TYPE
NORTH		PUD		SINGLE FAMILY RESIDENTIAL		LOW-RESIDENTIAL AND INSTIUTIONAL	N/A
SOUTH		PUD		UNDEVELOPED		MEDIUM - COMMERCIAL	N/A
WEST		MINOR ARTERIAL		N/A		N/A	PERIMETER TREATMENT
SOUTH WEST		PUD		UNDEVELOPED		MEDIUM RESIDENTIAL AND INSTITUTIONAL	A
EAST		H-A		MULTIFAMILY		MEDIUM - RESIDENTIAL AND INSTITUTIONAL	A
BUFFER YARD TREATMENT							
BOUNDARY	PROVIDED BUFFER WIDTH (LF)	PROVIDED BUFFER LENGTH (LF)	PLANT MULTIPLIER	BASE STANDARD (PER 100 L.F.)	PLANTINGS REQUIRED	PLANTINGS PROVIDED	DIFFERENCE
EASY PROPERTY BOUNDARY (YARD TYPE A)	32	883	0.80	1 SHADE TREES	7	9	2
				1 ORNAMENTAL TREES OR TYPE 3 SHRUB	7	12	5
				0 EVERGREEN TREES	0	0	0
				5 TYPE 1 SHRUBS	35	47	12
SOUTH WEST PROPERTY BOUNDARY (YARD TYPE A)	20	942	0.90	1 SHADE TREES	8	10	2
				1 ORNAMENTAL TREES OR TYPE 3 SHRUB	8	10	2
				0 EVERGREEN TREES	0	0	0
				5 TYPE 1 SHRUBS	42	45	3

PERIMETER TREATMENT PLAN															
PERIMETER LOCATION (REQUIREMENTS CALCULATED FOR FULL PERIMETER)	ROAD LENGTH (LINEAR FEET)	SHADE OR ORNAMENTAL TREE		EVERGREEN TREE		LARGE (LS) / MEDIUM (MS) / SMALL SHRUBS (SMS)									
		REQUIRED	PROPOSED	REQUIRED	PROPOSED	REQUIRED			PROPOSED						
						LS	MS	SMS	LS	MS	SMS				
WEST (MINOR ARTERIAL)	2,068	21	27*	21	25*	62	&	83	OR	248	12	&	84	OR	84*

* EQUIVALENT SCREENING PROVIDED BY 10 EXCESS TREES

PLANT SCHEDULE

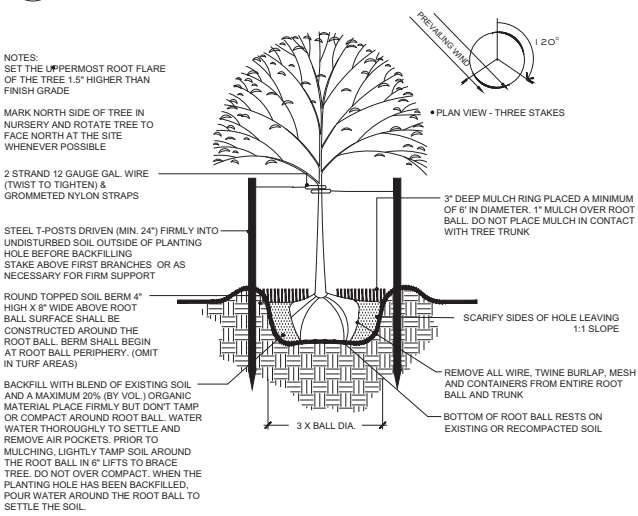
CANOPY TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	REMARKS
AO	7	AESCULUS GLABRA / OHIO BUCKEYE	B & B	2"		
AH	7	AESCULUS HIPPOCASTANUM / EUROPEAN HORSECHESTNUT	B & B	2"		
CS	5	CATALPA SPECIOSA / NORTHERN CATALPA	B & B	2"		
CO	8	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2"		
GI	11	GINKGO BILOBA / MAIDENHAIR TREE	B & B	2"		
GB	9	GLEDITSIA TRIACANTHOS INERMIS / THORNLESS HONEYLOCUST	B & B	2"		
GD	24	GYMNOCLADUS DIOICA 'ESPRESSO' / KENTUCKY COFFEETREE	B & B	2"		
MT	17	MALUS X 'THUNDERBIRD' / THUNDERBIRD CRABAPPLE	B & B	2"		
QM	6	QUERCUS MACROCARPA / BURR OAK	B & B	2"		
QM2	5	QUERCUS MUEHLENBERGII / CHINKAPIN OAK	B & B	2"		
TS	7	TILIA TOMENTOSA / SILVER LINDEN	B & B	2"		
UD	14	ULMUS DAVIDIANA JAPONICA 'DISCOVERY' / DISCOVERY ELM	B & B	2"		
UA	3	ULMUS X 'ACCOLADE' / ACCOLADE ELM	B & B	2"		
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	REMARKS
AC	5	ABIES CONCOLOR / WHITE FIR	B & B	6" HT		
JS	12	JUNIPERUS SCOPULORUM / ROCKY MOUNTAIN JUNIPER	B & B	6" HT		
PB	4	PINUS ARISTATA / BRISTLECONE PINE	B & B	6" HT		
PP	18	PINUS EDULIS / PINON PINE	B & B		6' HT	
PNA	2	PINUS NIGRA / AUSTRIAN PINE	B & B	6" HT		
PNF	3	PINUS NIGRA 'FRANK' / COLUMNAR AUSTRIAN PINE	B & B	6" HT		
PP3	6	PINUS PONDEROSA / PONDEROSA PINE	B & B		6' HT	
PS3	3	PINUS STROBIFORMIS / SOUTHWESTERN WHITE PINE	B & B	6" HT		
PS	13	PINUS SYLVESTRIS / SCOTCH PINE	B & B	6" HT		
ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	REMARKS
AF	5	ACER GINNALA 'FLAME' / FLAME AMUR MAPLE	B & B	1.5"		
AT	1	ACER TATARICUM / TATARIAN MAPLE	B & B	1.5"		
CI	5	CRATAEGUS CRUS-GALLI 'INERMIS' / THORNLESS HAWTHORN	B & B	1.5"		
CM	7	CRATAEGUS MOLLIS / DOWNY HAWTHORNE	B & B	1.5"		
KP	6	KOELREUTERIA PANICULATA / GOLDEN RAIN TREE	B & B	1.5"		
MD	7	MALUS X 'DOLGO' / DOLGO CRABAPPLE	B & B	1.5"		
ML	5	MALUS X 'LANCELOT' TM / LANCELOT CRABAPPLE	B & B	1.5"		
MS	4	MALUS X 'SPRING SNOW' / SPRING SNOW CRABAPPLE	B & B	1.5"		
PM	3	PRUNUS MAACKII / AMUR CHOKECHERRY	B & B	1.5"		
SR	11	SYRINGA RETICULATA / JAPANESE TREE LILAC	B & B	1.5"		
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE			REMARKS
AM	6	ACHILLEA X 'MOONSHINE' / MOONSHINE YARROW	5 GAL			TYPE 1 SHRUB
AS	17	AGASTACHE RUPESTRIS 'SUNSET' / SUNSET HYSSOP	5 GAL			TYPE 1 SHRUB
AC2	33	ARCTOSTAPHYLOS X COLORADOENSIS / PANCHITO MANZANITA	5 GAL			TYPE 1 SHRUB
AF2	5	ARTEMISIA FRIGIDA / FRINGED WORMWOOD	5 GAL			TYPE 1 SHRUB
BA	19	BERBERIS THUNBERGII 'ATROPURPUREA' / RED LEAF JAPANESE BARBERRY	5 GAL			TYPE 2 SHRUB
BC	3	BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY JAPANESE BARBERRY	5 GAL			TYPE 1 SHRUB
CB	23	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' / BLUE MIST BLUEBEARD	5 GAL			TYPE 1 SHRUB
CR	14	CHRYSOTHAMNUS NAUSEOSUS / RUBBER RABBITBRUSH	5 GAL			TYPE 2 SHRUB
CAI	6	CORNUS ALBA 'IVORY HALO' / IVORY HALO VARIEGATED DOGWOOD	5 GAL			TYPE 2 SHRUB
CP2	3	CORNUS ALBA 'PRAIRIE FIRE' / PRAIRIE FIRE DOGWOOD	5 GAL			TYPE 2 SHRUB
CSA	6	CORNUS SERICEA 'ARCTIC FIRE' / ARCTIC FIRE RED TWIG DOGWOOD	5 GAL			TYPE 1 SHRUB
C12	3	CORNUS SERICEA 'ISANTI' / ISANTI REDOSIER DOGWOOD	5 GAL			TYPE 2 SHRUB
DE	9	DAPHNE X BURKWOODII 'CAROL MACKIE' / CAROL MACKIE DAPHNE	5 GAL			TYPE 1 SHRUB
DEQ	20	EPHEDRA EQUisetina / BLUESTEM JOINT FIR	5 GAL			TYPE 2 SHRUB
EAC	6	EUONYMUS ALATUS 'COMPACTUS' / DWARF BURNING BUSH	5 GAL			TYPE 2 SHRUB
GT	6	GENISTA TINCTORIA 'ROYAL GOLD' / ROYAL GOLD WOODWAXEN	5 GAL			TYPE 1 SHRUB
HP	18	HESPERALOE PARVIFLORA / RED FALSE YUCCA	5 GAL			TYPE 1 SHRUB
HME	6	HYDRANGEA MACROPHYLLA 'ENDLESS SUMMER' / ENDLESS SUMMER HYDRANGEA	5 GAL			TYPE 2 SHRUB
PD	21	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK	5 GAL			TYPE 2 SHRUB
PSL	9	PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL' TM / DWARF NINEBARK	5 GAL			TYPE 1 SHRUB
PNB	9	PINUS MUGO 'BIG TUNA' / BIG TUNA MUGO PINE	5 GAL			TYPE 3 SHRUB
PS2	9	PINUS MUGO 'SLOWMOUND' / DWARF MUGO PINE	5 GAL			TYPE 2 SHRUB
PFJ	3	POTENTILLA FRUTICOSA 'JACKMANI' / JACKMAN POTENTILLA	5 GAL			TYPE 1 SHRUB
PP2	5	PRUNUS BESSEYI 'P011S' TM / PAVNEE BUTTES SAND CHERRY	5 GAL			TYPE 1 SHRUB
RA	8	RIBES ALPINUM / ALPINE CURRANT	5 GAL			TYPE 2 SHRUB
RNW	3	ROSA X 'NEARLY WILD' / NEARLY WILD SHRUB ROSE	5 GAL			TYPE 1 SHRUB
SO	6	SYMPHORICARPOS OCCIDENTALIS / WESTERN SNOWBERRY	5 GAL			TYPE 2 SHRUB
SPM	18	SYRINGA PATULA 'MISS KIM' / MISS KIM DWARF LILAC	5 GAL			TYPE 2 SHRUB
SR2	3	SYRINGA X HYACINTHIFLORA 'ROYAL PURPLE' / ROYAL PURPLE LILAC	5 GAL			TYPE 3 SHRUB
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE			REMARKS
RM	18	RUDBECKIA PURPUREA / PURPLE CONEFLOWER	1 GAL			
ORNAMENTAL GRASS	QTY	BOTANICAL / COMMON NAME	SIZE			REMARKS
BB2	48	BOUTELOUA GRACILIS 'BLONDE AMBITION' / BLONDE AMBITION GRASS	1 GAL			
CAK	9	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL			



1 CONIFER TREE PLANTING DETAIL - STEEL POSTS

SCALE: NTS

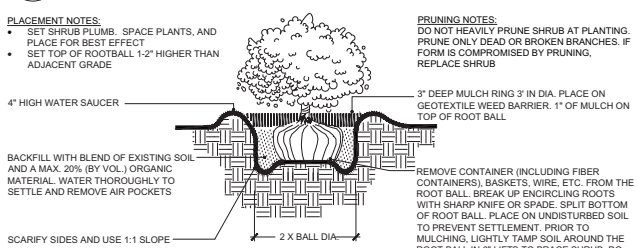
OP-TMF-06



2 TREE PLANTING DETAIL - STEEL POSTS

SCALE: NTS

OP-TMF-07



3 SHRUB PLANTING DETAIL

SCALE: NTS

L-PL2-PLA-14

OVERALL TREE SUMMARY		
	REQUIRED	PROVIDED
BUFFER YARDS	30	38
PERIMETER TREATMENT	52	52
MITIGATION	236	153
TOTAL	318	243
CASH-IN-LIEU WILL BE PROVIDED FOR EXCESS OF REQUIRED TREES		

CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE CITY OF GREELEY CONSTRUCTION STANDARDS. THE CITY'S ACCEPTANCE ALLOWS FOR PLAN DISTRIBUTION AND PERMIT APPLICATION. THE CITY'S ACCEPTANCE SHALL NOT RELIEVE THE DESIGN ENGINEER'S RESPONSIBILITY FOR ERRORS, OMISSIONS, OR DESIGN DEFICIENCIES FOR WHICH THE CITY IS HELD HARMLESS.

ACCEPTED BY: COMMUNITY DEVELOPMENT DIRECTOR

DATE

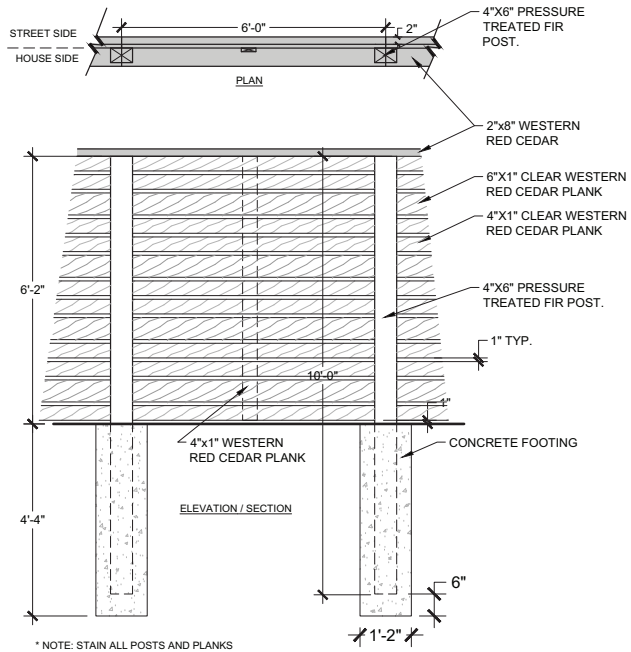
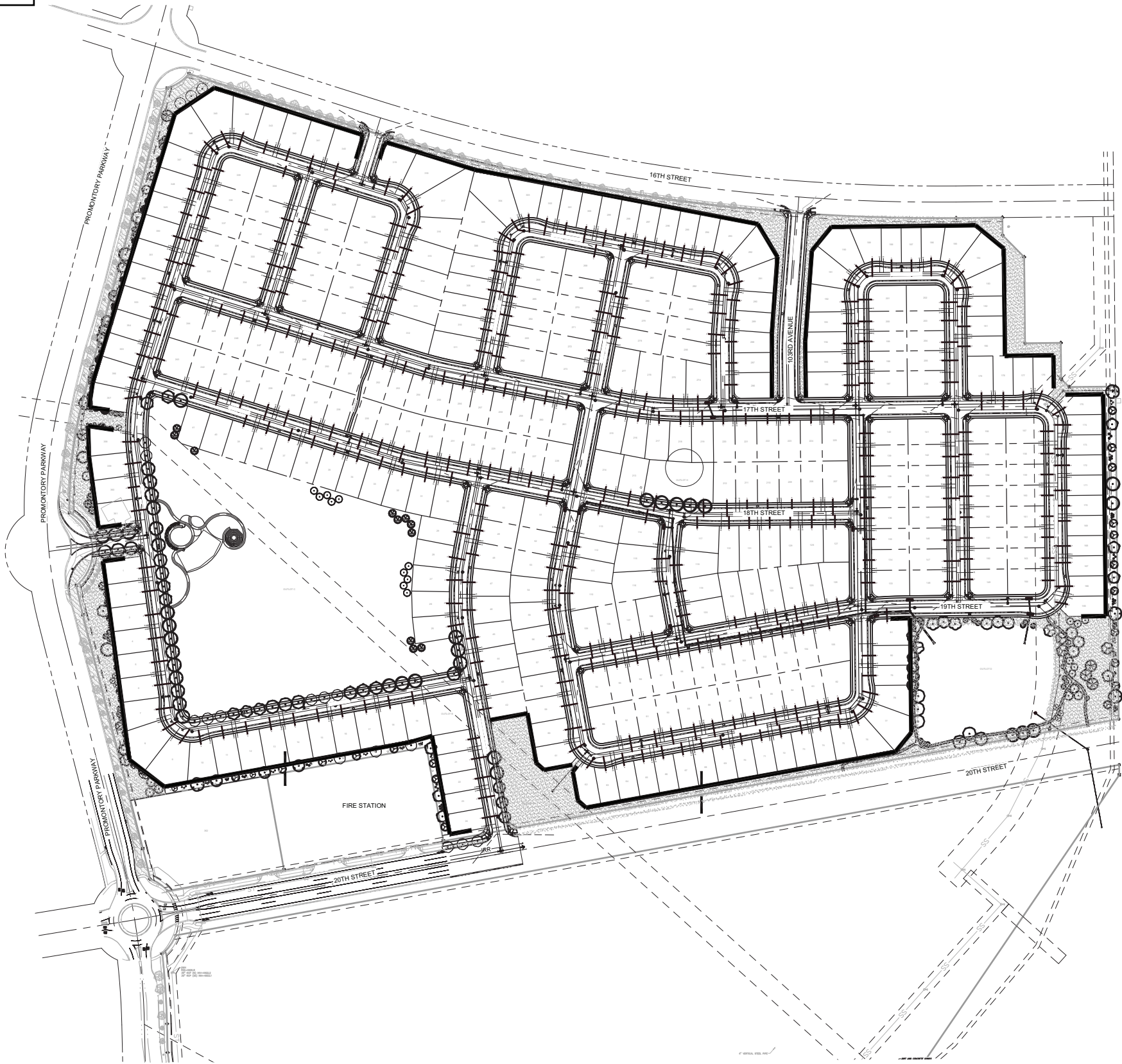
ACCEPTED BY: ENGINEERING DEVELOPMENT REVIEW / CIVIL INSPECTIONS MANAGER

DATE

PROMONTORY SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO



1 HORIZONTAL WOOD FENCE

1/2" = 1'-0"

OP-PR-01

TOTAL LENGTH OF FENCE = 9,076 LF (1.71 MILES)

PROMONTORY SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:

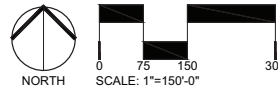


LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
Stephanie Hansen, PLA
419 Canyon Ave, Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

NORTHERN ENGINEERING
Robbie Lauer
301 N. Howes, Suite 100
Fort Collins, CO 80521
p. 970.221.4158



ORIGINAL SIZE 24X36

No.	DESCRIPTION	DATE
01	PRELIMINARY SUB	12/3/2020
02	FINAL SUBDIVISION	4/30/2021

REVISIONS

No.	DESCRIPTION	DATE
01	CITY COMMENTS	2/16/2021
02	CITY COMMENTS	4/12/2021
03	COMMENTS	5/20/2021

FENCING PLAN

SEAL:

ENTITLEMENT
DRAWINGS
NOT FOR
CONSTRUCTION

CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE CITY OF GREELEY CONSTRUCTION STANDARDS. THE CITY'S ACCEPTANCE ALLOWS FOR PLAN DISTRIBUTION AND PERMIT APPLICATION. THE CITY'S ACCEPTANCE SHALL NOT RELIEVE THE DESIGN ENGINEER'S RESPONSIBILITY FOR ERRORS, OMISSIONS, OR DESIGN DEFICIENCIES FOR WHICH THE CITY IS HELD HARMLESS.

ACCEPTED BY: COMMUNITY DEVELOPMENT DIRECTOR DATE

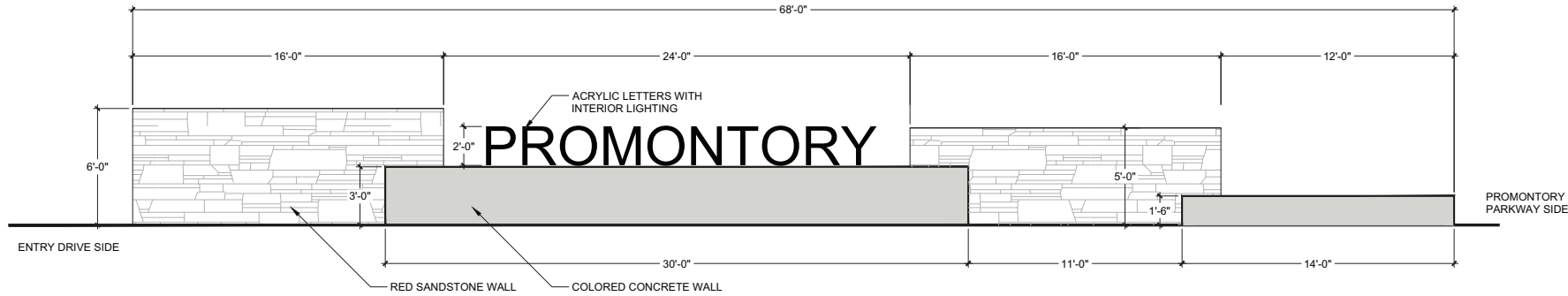
ACCEPTED BY: ENGINEERING DEVELOPMENT REVIEW / CIVIL INSPECTIONS MANAGER DATE

PROJECT No.: R20-033

DRAWN BY: AG

REVIEWED BY: SH

DRAWING NUMBER:

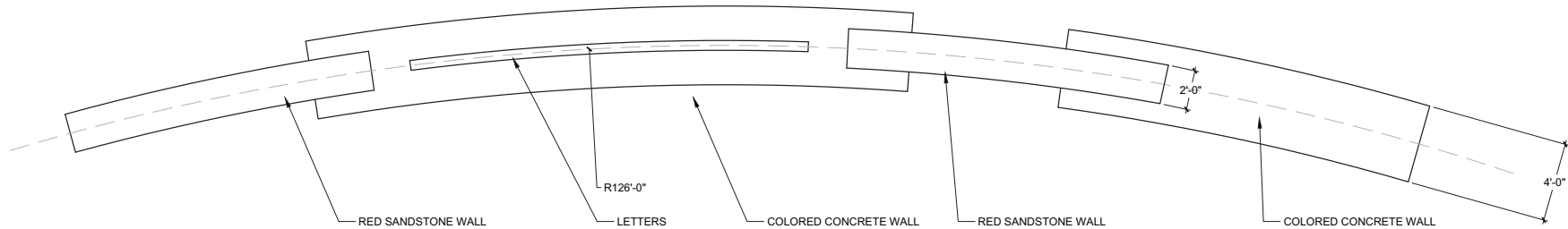


- NOTES:
- 1) WALLS ARE ON A RADIUS
 - 2) MIRROR THIS ENTRY MONUMENT ON THE OTHER SIDE OF THE ENTRY DRIVE. TWO MONUMENTS TOTAL

1 FRONT ELEVATION

1/4" = 1'-0"

OP-PR-02



- NOTES:
- 1) MIRROR THIS ENTRY MONUMENT ON THE OTHER SIDE OF THE ENTRY DRIVE. TWO MONUMENTS TOTAL

2 PLAN VIEW

1/4" = 1'-0"

OP-PR-03

PROMONTORY
SUBDIVISION

FINAL SUBDIVISION

GREELEY, CO

PREPARED BY:

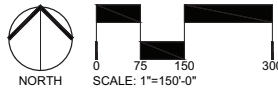


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ORIGINAL SIZE 24X36

No.	DESCRIPTION	DATE
01	PRELIMINARY SUB	12/3/2020
02	FINAL SUBDIVISION	4/30/2021

No.	DESCRIPTION	DATE
01	CITY COMMENTS	2/16/2021
02	CITY COMMENTS	4/12/2021
03	COMMENTS	5/20/2021

ENTRY MONUMENT

SEAL:

ENTITLEMENT
DRAWINGS
NOT FOR
CONSTRUCTION

PROJECT No.:	R20-033
DRAWN BY:	AG
REVIEWED BY:	SH

DRAWING NUMBER:

Council Agenda Summary

July 6, 2021

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

Tim Swanson, Chief Building Official, 970-350-9853

Title:

Public hearing and final reading of an ordinance amending portions of the Greeley Municipal Code, Title 22, Chapter 11 (Electrical Code) as it relates to adopting the 2020 edition of the National Electrical Code, one- and two-family dwellings, Type NM cable, central heating equipment, and auxiliary grounding of photovoltaic systems

Summary:

The National Electrical Code (NEC) is published, and the City adopts the NEC, on a three-year cycle. This cycle the adoption is quite direct, with three deletions of former deletions that were part of past amendments to the NEC. More simply, these three deletions reinstate the existing published NEC language in those Articles. The fourth amendment merely adds eight words to an existing amendment, to coincide with a new Article in the NEC.

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?	N/A
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Consideration of this matter is a legislative process.

Colorado State Electrical Board Rules allow and require local jurisdictions to adopt the National Electrical Code, up to one year after the State's adoption. That adoption for the State occurred effective July 1, 2020.

Other Issues and Considerations:

None noted.

Strategic Work Program Item or Applicable Council Priority and Goal:

Consistence with the Operational Excellence priority.

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

Decision Options:

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

Council's Recommended Action:

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

Attachments:

Ordinance

Construction Trades Advisory and Appeals Board Minutes-Draft (March 30, 2021)

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

**AN ORDINANCE AMENDING PORTIONS OF THE GREELEY MUNICIPAL CODE TITLE 22, CHAPTER 11
(ELECTRICAL CODE) AS IT RELATES TO ADOPTING THE 2020 EDITION OF THE NATIONAL
ELECTRICAL CODE, ONE- AND TWO-FAMILY DWELLINGS, TYPE NM CABLE, CENTRAL HEATING
EQUIPMENT, AND AUXILIARY GROUNDING OF PHOTOVOLTAIC SYSTEMS**

WHEREAS, the City Council of the City of Greeley is charged with the responsibility of providing for the health, safety and welfare of its residents; and

WHEREAS, adoption of minimum electrical code standards is one method of providing for the protection of residents of the city; and

WHEREAS, the City of Greeley has previously adopted various versions of the National Electrical Code, the most recent being the 2017 National Electrical Code, with local amendments included; and

WHEREAS, it becomes necessary to update the Greeley Municipal Code from time to time to adopt the most recent publication of the National Electrical Code, with local amendments; and

WHEREAS, the 2020 National Electrical Code has been published and is the most recent edition; and

WHEREAS, the Greeley City Council desires to adopt the 2020 National Electrical Code with local amendments.

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

Section 1. Various Sections, within Title 22, Chapter 11 of the Greeley Municipal Code, regarding the Electrical Code, are hereby amended as shown in Appendix A, with deletions shown in strikethrough text and additions shown in underlined text.

Section 2. This ordinance shall become effective five (5) days after publication.

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

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

APPENDIX A
ORDINANCE AMENDING PORTIONS OF THE GREELEY MUNICIPAL CODE TITLE 22, CHAPTER 11
(ELECTRICAL CODE) AS IT RELATES TO ADOPTING THE 2020 EDITION OF THE NATIONAL
ELECTRICAL CODE, ONE- AND TWO-FAMILY DWELLINGS, TYPE NM CABLE, CENTRAL HEATING
EQUIPMENT, AND AUXILIARY GROUNDING OF PHOTOVOLTAIC SYSTEMS
GREELEY MUNICIPAL CODE

Section 1. Section 22-377 of the Greeley Municipal Code shall be amended to read as follows:

Sec. 22-377. National Electrical Code adopted.

The, National Electrical Code®, ~~2017~~ 2020 Edition, referred to in this chapter as this Code or the NEC®, is hereby adopted by reference by the city of Greeley. The National Electrical Code® is published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts, 02269 and is referenced as NFPA 70. The city finds that The National Electrical Code® provides for the minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of electrical systems. To ensure the safety of the public, this code is to be enforced as published or as amended in this chapter. Enforcement and administrative procedures are also established in this chapter.

Section 2. Section 22-378 of the Greeley Municipal Code shall be amended to read as follows:

Sec. 22-378. Amendments, deletions, and additions designated.

NEC® articles 90.8(A), 110.14(A), 110.14(B), 210.11(C)(3), 210.52(G), 230.70(A)(1), 250.118, 334.10, ~~342.10(B)~~, 344.10(B), 348.60, 350.60, and 408.4, ~~422.12 and 690.47(B)~~ of the National Electrical Code® are hereby amended; Annex H of the NEC® is hereby deleted; and articles 210.52(J), 210.52(K), and 210.52(L) are added as set out in sections 16.32.080 through 16.32.091.

Section 3. Section 22-386 of the Greeley Municipal Code shall be amended to read as follows:

Sec. 22-386. Article 230.70(A)(1) amended; readily accessible location.

Article 230.70(A)(1) of the NEC®, adopted at section 22-377, is amended to read as follows:

230.70(A)(1) Readily accessible location. The service disconnecting means shall be installed at a readily accessible location either outside of a building or structure or inside nearest the point of entrance of the service conductors.

For a one and two-family dwelling, the service disconnecting means shall be located on the exterior of the structure adjacent to or combined with the utility meter enclosure, and as required by Article 230.85.

Section 4. Section 22-388 of the Greeley Municipal Code shall be and is hereby repealed:

~~Sec. 22-388 Article 334.10 amended; Used Permitted.~~

Article 334.10 of the NEC®, adopted at Section 22-377, is amended to read as follows:

334.10 — Used Permitted Type NM, Type NMC and Type NMS cables shall be permitted to be used in the following, except as prohibited in 334.12:

- (1) One- and two-family dwellings and their attached or detached garages, and their storage buildings.
- (2) Multifamily dwellings permitted to be of Types III, IV, and V construction up to 3 stories in height only and their accessory structures, except as prohibited in 334.12.
- (3) Deleted in its entirety.
- (4) Cable trays in structures permitted to be Types III, IV, and V where the cables are identified for the use.
- (5) Types I and II construction where installed in raceways permitted to be installed in Types I and II construction.

Section 5. Section 22-394 of the Greeley Municipal Code shall be and is hereby repealed:

Sec. 22-394 — Article 422.12, amended; Central Heating Equipment.

Article 422.12 of the NEC®, adopted at Section 22-377, is amended to read as follows:

422.12 Central Heating Equipment. Central heating equipment other than fixed electric space-heating equipment shall be supplied by an individual branch circuit.

A combination switch/fuse holder unit such as a SSU or SSY shall be installed as the disconnecting means for central heating equipment such as gas, forced-air furnaces and unit heaters. The fuse shall be sized at 125% of the nameplate rating of the heating equipment.

Exception No.1: Auxiliary equipment such as a pump, valve, humidifier, or electrostatic air cleaner directly associated with the heating equipment, shall be permitted to be connected to the same branch circuit.

Exception No 2: Permanently connected air-conditioning equipment shall be permitted to be connected to the same branch circuit.

Exception No. 3. A door chime transformer shall be permitted to be connected to the same branch circuit.

Section 6. Section 22-395 of the Greeley Municipal Code shall be and is hereby repealed:

Sec. 22-395 Article 690.47(B), amended; Additional Auxiliary Electrodes for Array Grounding.

Article 690.47(B) of the NEC®, adopted at Section 22-377, is amended to read as follows:

(B) Additional Auxiliary Electrodes for Array Grounding. A grounding electrode shall be installed in accordance with 250.52 and 250.54 at the location of all ground- and pole-mounted PV arrays and as close as practicable to the location of roof-mounted PV arrays. The electrodes shall be connected directly to the array frame(s) or structure. The dc grounding electrode conductor shall be sized according to 250.166. Additional electrodes are not permitted to be used as a substitute for equipment bonding or equipment grounding conductor requirements. The structure of a ground- or pole-mounted PV array shall be permitted to be considered a grounding electrode if it meets the requirements of 250.52. Roof-mounted PV arrays shall be permitted to use the metal frame of a building or structure if the requirements of 250.52(A) (2) are met.

Exception: An additional array grounding electrode(s) shall not be required if located within 1.8 m (6 ft) of the premises wiring electrode.

CONSTRUCTION TRADES ADVISORY & APPEALS BOARD
Proceedings

March 30, 2021
1100 10th Street/Zoom
City Center North
2:00 PM

I. Call to Order

President Jim Morris called the meeting to order at 2:14 PM. Board members Jim Morris, Brad Shade, Dick Spitler, Dave Powell, Brian Persons were present virtually, Don Hobart and Larry Pickrel were present in person. Board members Wendell Heyen, Andy Phelps, Bill Gillard and Gene Leach were absent. Staff present in person were Chief Building Official Tim Swanson, virtually were Senior Plans Examiner Matt Waggy, Electrical Inspectors Dusty Shepherd and Casey Herren.

II. Introductions

III. Approval of the June 20, 2019 Board Meeting Minutes

Jim Morris asked if there were any comments or corrections to the June 20, 2019 Board Meeting Minutes. Hearing none, Don Hobart made a motion to approve the June 20, 2019 Board Meeting Minutes, Second by Larry Pickrel. With no further discussion, vote was 7-0 for approval of the minutes.

IV. Review of proposed amendments to the Greeley Municipal Code.

Jim stated that the purpose of the meeting was to review the proposed amendments to the 2020 National Electrical Code (NEC) for adoption. Jim turned it over to Tim Swanson to discuss the review. Tim stated that the first three amendments, which were deletions, had previously been reviewed and supported by the Board, in past meeting over the last couple years. Tim has assembled the Board to review once again, and vote to support presenting those amendments to City Council. The fourth proposed amendment was actually a minor change to an existing amendment, which merely adds the words "and two", and a pointer to a new Article in the NEC. Tim asked if there were any questions on the four amendments. Hearing none, Larry Pickrel made a motion to approve the four amendments as proposed, second by Dick Spitler. With no further discussion, vote was 7-0 for approval of the minutes.

V. Discussion and approval to recommend adoption of the 2020 National Electrical Code to City Council

Jim Morris asked if there was any further discussion or questions before voting to recommend adoption of the 2020 NEC to the City Council. Hearing none, Dick Spitler made a motion to recommend the adoption of the 2020 National Electrical Code, with the proposed amendments, to City Council. Second by Dave Powell. With no further discussion, vote was 7-0 for approval.

VI. Old Business

None

VII. New Business

None

VIII. Adjournment

Jim Morris asked if there was any Old Business, or New Business to discuss. Hearing none, he said he would entertain a motion to adjourn. Brad Shade made a motion to adjourn. Second by Brian Persons. With no further discussion, vote was 7-0 for approval.

Meeting adjourned at 2:27 PM

Jim Morris, Chair_____

Timothy H. Swanson, Secretary

Council Agenda Summary

Title

Scheduling of Meetings, Other Events

Summary

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

Attachments

Council Meetings/Other Events Calendar

Council Meeting/Worksession Schedule

July 5, 2021 - July 11, 2021

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

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

Monday, July 5

Tuesday, July 6

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

Wednesday, July 7

Thursday, July 8

7:30am - Poudre River Trail (Hall)

Friday, July 9

Saturday, July 10

Sunday, July 11

July 12, 2021 - July 18, 2021

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

Monday, July 12

Tuesday, July 13

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

Wednesday, July 14

Thursday, July 15

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

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

Friday, July 16

Saturday, July 17

Sunday, July 18

July 19, 2021 - July 25, 2021

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

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

Monday, July 19

Tuesday, July 20

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

Wednesday, July 21

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

Thursday, July 22

7:30am - Poudre River Trail (Hall)

Friday, July 23

Saturday, July 24

Sunday, July 25

July 26, 2021 - August 1, 2021

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

Monday, July 26

11:30am - 12:30pm Greeley Chamber of Commerce (Hall) 

6:00pm - 7:00pm Youth Commission (Butler) 

Tuesday, July 27

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

Wednesday, July 28

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

3:00pm - 3:30pm Swearing In Ceremony (Greeley Police Department)

Thursday, July 29

Friday, July 30

Saturday, July 31

Sunday, August 1

City Council Meeting Scheduling

	Current as of 07/02/2021		
	This schedule is subject to change		
Date	Description	Sponsor	Placement/Time
July 13, 2021 Worksession Meeting	ARPA funding priorities and overview of program operation and timeline	John Karner	0.50
July 20, 2021 Council Meeting	Resolution - Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement	Paul Trombino	Consent
	Resolution - Memorandum of Understanding (MOU) with Weld County Sheriff on JAG funding	Mark Jones	Consent
	CDBG Annual Plan Amendment	Ben Snow	Regular
	Enhanced Sales Tax Incentive Program	Ben Snow	Regular
	Ordinance - Final - Ashcroft Draw Regional Sewer Lift Station Local Improvement District (LID)	Sean Chambers	Regular
	Ordinance - Final - Rangeview Improvement District	John Karner	Regular
	Public Hearing - Development Code Updates Chapters 7, 8, 9, 10, 11 & 12	Brad Mueller	Regular
	Boards & Commissions Appointments	Anissa Hollingshead	Regular
July 27, 2021 Worksession Meeting	Transportation Master Plan Update	Raymond Lee	0.50
	COVID-19 Update	Roy Otto	0.25
	Current Code Compliance Operations and Upcoming Plans	Brad Mueller	0.50
	Executive Session: City Manager Quarterly Check-in	Roy Otto	
August 3, 2021 Council Meeting	National Health Center Week	Anissa Hollingshead	Recognitions
	Ordinance - Intro - Development Code Chapters 3, 4, 5, 6, & 13	Brad Mueller	Consent
	Ordinance - Intro - Poudre Bluff Regional Trunk Sewer Main Local Improvement District (LID)	Sean Chambers	Consent
	Ordinance - Intro - Cache Annexation	Brad Mueller	Consent
	Ordinance - Intro - Cache Preliminary PUD	Brad Mueller	Consent

Council Agenda Summary

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.

Worksession Agenda Summary

July 6, 2021

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

Title:

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

Decision Options:

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

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

Attachments:

None

Council Agenda Summary

July 6, 2021

Doug Marek, City Attorney, 970-350-9755

Title:

Consideration of an Executive Session to conference with the City Attorney for the purpose of receiving legal advice regarding potential claims and litigation against the City.

Decision Options:

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

I move that the City Council go into an Executive Session to conference with the City Attorney as provided by C.R.S. 24-6-402 (4)(b) and Greeley Municipal Code 2.04.020 (a)(2) for the purpose of receiving legal advice regarding potential claims and litigation against the City.

Attachment:

Motion for Executive Session

July 6, 2021

MOTION FOR EXECUTIVE SESSION

I move that the City Council go into an Executive Session:

To conference with the City Attorney as provided by C.R.S. 24-6-402 (4)(b) and Greeley Municipal Code 2.04.020(a)(2) for the purpose of receiving legal advice regarding potential claims and litigation against the City.

Is there a second?

All in favor say "aye";

All opposed say "nay".

NOTE: The vote count needs to be announced because an "aye" vote by 2/3rd of the quorum is required.