City Council Agenda

September 17, 2019 at 6:30 PM

1001 11th Avenue, City Center South, Greeley, CO 80631

Mayor
John Gates

Councilmembers

Jonathan Smail
Ward I

Brett Payton
Ward II

Michael Fitzsimmons
Ward III

Dale Hall
Ward IV

Stacy Suniga
At-Large

Robb Casseday
At-Large

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

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

Consent Agenda

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

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

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9. Acceptance of the Report of the August 27, 2019, City Council Worksession
10. Approval of the City Council Proceedings of September 3, 2019
11. Consideration of a resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the State of Colorado and to serve as the fiscal agent for the Northeast All Hazard Region Homeland Security Grant Program for the 2019 grant award
12. Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD (Planned Unit Development) to C-H (Commercial High Intensity) zoning for approximately 5.50 acres of property located at 2600 36th Avenue known as the 2600 36th Avenue – Gateway Self-storage Rezone
13. Introduction and first reading of an ordinance authorizing a Site Lease and Lease Purchase Agreement between the

City of Greeley, Colorado, and Zions Bancorporation, National Association (solely in its capacity as Trustee) for the purpose of financing public buildings; approving not to exceed $12,500,000 principal amount of Certificates of Participation, Series 2019 in connection therewith; authorizing Officials of the City to take all action necessary to carry out the transactions contemplated hereby; and related matters

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End of Consent Agenda

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14. Pulled Consent Agenda Items

15. Public Hearing and final reading of an ordinance amending Title 14 of the Greeley Municipal Code (Concerning the Dedication of Water Rights for City Water Service, Cash in Lieu of Raw Water, and Associated Development Fees)

16. Public hearing and final reading of an ordinance authorizing the disposition of City Property Located at 1215 16th Avenue

17. 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 2019 and for funds held in reserve for encumbrances at December 31, 2018

18. Public hearing and final reading of an ordinance changing the official zoning map of the City of Greeley, Colorado from R-L (Residential Low Density), C-D (Conservation District), and C-L (Commercial Low Intensity) to I-M (Industrial Medium Intensity) zoning for approximately 39.18 acres of property located at 145 North 35th Avenue, known as the Best Way Rezone [*continuance requested*]

19. Public hearing and final reading of an ordinance to consider a change of zone and a 1st Amendment to the Preliminary Plan of the Promontory PUD, Areas F, L and M, located south of 16th Street, east of Promontory Parkway, and north of Highway 34 Bypass to add fire station and school uses on a 144.67acre parcel, and changing the official zoning map to reflect the same

20. Public hearing to consider approving the Promontory Imagine School, 2nd Filing, PUD (Planned Unit Development) Preliminary Plan for approximately 144.67 acres located south of 16th Street, east of Promontory Parkway, and north of Highway 34 Bypass

21. Review options regarding the structure of Council meetings and work sessions

22. Appointment to the High Plains Library District Nominating Committee

23. Appointment of applicants to the Greeley/Weld Housing Authority, Museum Board, and Youth Commission

24. Executive Session for the Purpose of Receiving Legal Advice Concerning Pending and Potential Litigation

25. Scheduling of Meetings, Other Events

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

27. Adjournment

Council Agenda Summary

September 17, 2019

Agenda Item Number 1

Title
Call to Order

Council Agenda Summary

September 17, 2019

Agenda Item Number 2

Title
Pledge of Allegiance

Council Agenda Summary

September 17, 2019

Agenda Item Number 3

Title
Roll Call

Summary
Mayor Gates
Councilmember Smail
Councilmember Payton
Councilmember Casseday
Councilmember Fitzsimmons
Councilmember Suniga
Councilmember Hall

Council Agenda Summary

September 17, 2019

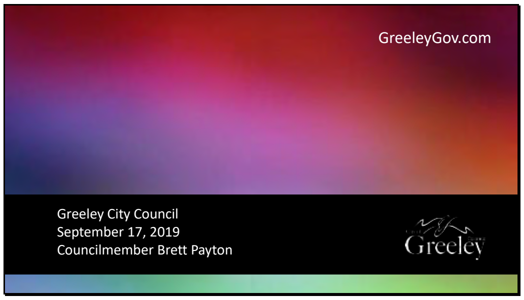
Agenda Item Number 4

Title
Recognitions and Proclamations

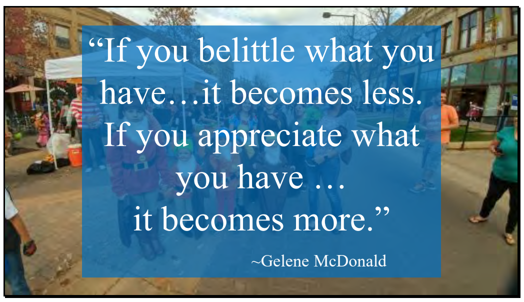
Summary
Councilmember Payton will present the What's Great about Greeley Report.

Attachments
September 17, 2019 What's Great about Greeley Report

Slide 1



Slide 2



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

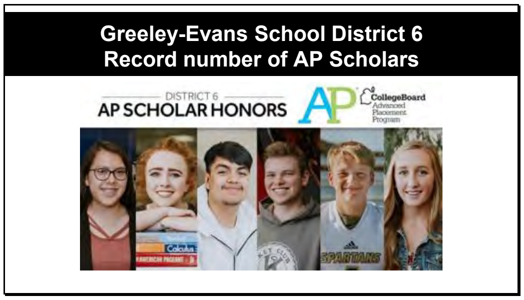
Slide 3

Weld County has been named the 6th Fastest Growing County in the Country by 24/7 Wall Street. Results were calculated by reviewing population change figures from the U.S. Census Bureau from April 2010 through July 2018.

Slide 4

Seven Colorado educators have been named as finalists for Colorado Teacher of the Year. The teachers represent the best of every part of the state at every level of K-12 education. Congratulations to Franklin Middle School Integrated Science and S.T.E.M. Teacher, Machin Norris, for her nomination. The Colorado Teacher of the year will be named in October. We wish Machin the best!

Slide 5



A record number of students in Greeley-Evans School District 6 have earned the prestigious AP Scholars award for their outstanding performance on 2019 Advanced Placement tests, 120 District 6 students in total, with four students earning the highest distinction of National AP Scholar. National AP Scholar awardees include Hayden Hein, James Krombholz, and Indigo Parlin from Greeley Central, and Brooklyn Johnson from Northridge High.

Slide 6

Greeley's Island Grove Regional Park and General Manager, Tom Welch, have been featured in Business View Magazine as part of their focus on best practices of American event venues. In case you didn't know, Island Grove is a multi-faceted event park owned by the City of Greeley and Weld County. It boasts 165-acres with 8 buildings, 150,000 square feet of exhibit space, three pavilions, four outdoor arenas, a splash park, 300 RV hook-ups, 10 acres of multi-use sport fields, Aven's Village and much more.

Slide 7

How fun is this?! The Mayor of Cheyenne, Wyoming mentioned the Frontier Academy Cross Country team on her Facebook page. She said “Hey greeleygov – you should be so proud of your student athlete track team from Frontier Academy. I ran into these wonderful young ladies and men in our host hotel…and huge props to their families and your community. THIS is our future – and it’s bright.

Slide 8

Council Agenda Summary

September 17, 2019

Agenda Item Number 5

Title
Citizen Input

Summary
During this 15-minute portion of the meeting, anyone may address the Council on any item of City business appropriate for Council's consideration that is not already listed on this evening's agenda.

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

Council Agenda Summary

September 17, 2019

Agenda Item Number 6

Title
Approval of the Agenda

Council Agenda Summary

September 17, 2019

Agenda Item Number 7

Title
Reports from Mayor and Councilmembers

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

Board/Commission	Meeting Day/Time	Assignment
--Team of 2-- Board/Commission Interviews	Monthly as Needed	Council Rotation
Water & Sewer Board	3rd Wed, 2:00 pm	Gates
Youth Commission Liaison	4th Mon, 6:00 pm	Smail
Historic Preservation Loan	As Needed	Suniga
Police Pension Board	Quarterly	Suniga
Employee Health Board	As Needed	Suniga
Human Relations Commission Liaison	2nd Monday, 12:30 P.M.	Suniga
Airport Authority	3rd Thur, 3:30 pm	Casseday/Payton
Visit Greeley	3rd Wed, 7:30 am	Fitzsimmons
Upstate Colorado Economic Development	Last Wed, 7:00 am	Gates/Hall
Greeley Chamber of Commerce	4th Mon, 11:30 am	Gates
Island Grove Advisory Board	1st Thur, 3:30 pm	Smail
Weld Project Connect Committee (United Way)	As Needed	Fitzsimmons
Downtown Development Authority	3rd Thur, 7:30 am	Casseday/Smail
Transportation/Air Quality MPO	1st Thur, 6:00 pm	Casseday/Gates
Poudre River Trail	1st Thur, 7:00 am	Hall
Interstate 25 Coalition	As Needed	Gates
Highway 85 Coalition	As Needed	Payton
Highway 34 Coalition	As Needed	Payton
CML Policy Committee (Council or Staff)	As Needed	Payton and City Manager Roy Otto/Gates alternate
CML Executive Board opportunity	As Needed	
CML - Other opportunities	As Available/Desired	

Council Agenda Summary

September 17, 2019

Agenda Item Number 8

Title
Petitions from Mayor and Councilmembers

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

Petitions will generally fall into three categories:

1) A policy item for Council deliberation and direction for a future Worksession, Committee meeting, or regular/special Council meeting;

2) A request to the City Manager for information or research;

3) A request involving administrative processes or procedures.

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

Attachments
Status Report of Council Petitions and Related Information

Greeley City Council

Status Report of Council Petitions

Council Request	**Council Meeting, Worksession, or Committee Meeting Date Requested**	**Status or Disposition** (After completion, item is shown one time as completed and then removed.)	**Assigned to:**
None pending.			

Consent Agenda

September 17, 2019

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

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

The Consent Agenda includes Items No. 9 through 13 and their recommended actions.

Council's Recommended Action
To approve Items No. _____ through _____ or
To approve Items No. _____ through _____ with the exceptions of No.(s) _____

Council Agenda Summary

September 3, 2019

Agenda Item Number 9

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Acceptance of the Report of the August 27, 2019, City Council Worksession

Summary:

A City Council Worksession was held on August 27, 2019, in Council's Chambers at the City Center South Campus, 1001 11th Avenue, Greeley, Colorado.

Decision Options:

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

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

August 27, 2019 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
August 27, 2019

1. CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Mayor John Gates in Council's Chambers at City Center South, 1001 11th Avenue.

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. Those present were Mayor Gates and Councilmembers Robb Casseday, Michael Fitzsimmons, Dale Hall, Jon Smail, Brett Payton and Stacy Suniga.

4. 2020 PROPOSED BUDGET PRESENTATIONS

Robert Miller, Budget and Compliance Manager, reported that this is the second year of the 2019-2020 Biennial Budget and made note of the Budget Transmittal Letter and Exhibits containing additional detail about recommended budget changes that had been provided to Council. He pointed out that there are no major changes proposed and proceeded to review the General Fund available resources and supplemental requests that come with a City Manager recommended $3.2 million in funding.

Roy Otto, City Manager, reported that the Council will look at unfunded items at the next three meetings, and staff will have a recommendation for funding with property tax dollars.

Councilmember Casseday expressed a desire to see the City spend some money on the University District Master Plan since there will be a quick return on that investment.

Mr. Otto advised that this item will be brought to Council as a non-action item at the next meeting to get some direction. He added that this is a high priority for staff and staff is anxious to hear Council's feedback on the plan as this is a good collaboration with the University of Northern Colorado.

Sharon McCabe, Human Resources Director, reviewed salary and benefits and began a conversation about Council's compensation philosophy.

Mr. Otto spoke about the City's PROpel initiative and stated that there is an effort being undertaken that will make the City an employer of choice. As such, he stated that staff will be coming forward with some elements of compensation which will help the City be more aggressive in hiring, especially in entry-level positions. Staff is hopeful that it can bring the balance of employees above the market to address internal alignment issues as a result of this effort which will help existing employees and will help with recruitment.

In response to a question from Councilmember Payton regarding timing, and Mr. Otto stated that it is tough to do this while we are waiting for the survey to be complete, but there is enough data now showing that this is warranted as we are struggling to hire now.

Ms. McCabe went on to review 2020 highlights for the Human Resources Department including PROpel;, participation in the Velocity effort; Fire Collective Bargaining Negotiations; and the assessment of the Human Resources Department looking for improvements and changes.

She reviewed Supplemental Requests and noted that her total budget is $20.5 million including these supplemental requests and positions if warranted after the Department assessment.

Scott Magerfleish, IT Director, reviewed 2020 highlights including Broadband; Velocity; Cyber security; and the update and definition of the overall project governance enterprise.

He also reviewed Supplemental Requests including enhanced endpoint protection; vendor remote access management; and enhanced email security and noted that his total budget including supplemental requests, is $5.35 million.

Betsy Holder, City Clerk, reviewed department highlights for 2020 including process automation; records centralization; the 2020 election; and the continuation of code revisions.

She noted that the City Clerk's Office total budget is $958,000.

She shared Performance measures which include Code review; voter participation; and updated the Records and Information Management Scorecard.

Mark Gonzales, Municipal Court Judge, reviewed Department highlights including court appointed arraignment council; reevaluate payment plan processes; improve efficiency in the system; docket system; recodification; update offenses; update alcohol and drug offenses, queueing system; and zero security events.

He stated that the Department's total budget is $1.2 million and that Performance measurements include the court closure rate; compliance with the Department of Regulatory Agencies; the transition to paper-on-demand system; x-ray technology; and the queueing system.

Doug Marek, City Attorney, reviewed the highlights from his department including assisting departments in meeting their objectives with the goal of operational excellence; and coordinated legal project management with departments.

He stated that his budget total is $2 million and his performance measures including the completion and evaluation of client outreach meetings for additional training; and identifying best practices through legal project.

5. REVIEW OF THE OIL AND GAS REGULATION MATRIX & PLANS FOR MONITORING AND PARTICIPATING IN THE SB – 181 RULE-MAKING PROCESSES

Brad Mueller, Community Development Director, reported that the City Council has received a matrix that shows the regulatory elements associated with Greeley's regulation of oil and gas drilling and that the matrix indicates key aspects of the City's current Regulatory Framework, regulated Best Management Practices, and Public Engagement, both required and administrative norms.

He reviewed the Regulatory Framework section, which relates to the City's long history of requiring a local land use application, as well as the Best Management Practices which are aspects of oil/gas drilling that are associated with it as a land use, and those items managed and mitigated by the City to balance the interests of both the oil/gas operator and the public-at-large including nearby residents. He stated that by and large these are aspects that are looked at for all of the various land use proposals in the city, with the addition of some elements that are more unique to drilling.

Mr. Mueller went on to review the impacts of SB-181 by referencing the matrix, which indicates potential impacts for each element. He added that many, if not all, of these are significantly dependent on the State rule-making processes that are planned.

He advised that the new law provided a broad philosophic shift in the State's role from a "promoter" to a "regulator" meaning that in practical terms there were no changes to what was being regulated, or how; rather, the law laid out 12 areas where future formal rulemaking would take place. The City participated in the last of these, about four years ago and regarding air emissions, and it took about a year. This experience suggests that the planned rule-makings will take quite a long time.

He stated that he, Councilmember Hall, and City Attorney Doug Marek met with Weld County Commissioner Barb Kirkmeyer and Attorney Bruce Barker on August 20th to understand the County's current approach to oil/gas drilling regulation. The County has developed a new process to handle the significant volume of review that they will be undertaking to fully control the land use processing allowed under SB-181.

He shared that there was good turnout at public engagement sessions and that there is public input opportunities in place for specific site applications. He stated that this is a fair and familiar way to present complicated land use to the Planning Commission, the community and Council and will continue that.

With regard to the plan moving forward, Mr. Mueller advised that the Planning Division continues to review and process oil/gas applications as it has in the past. There are currently approximately four multi-well applications going through review. As a reminder, the USR is only heard by Planning Commission, unless there is an appeal to Council of the decision. These applications continue to be reviewed under existing City regulations, and there is coordination between the applicant, the State, and the City.

The City's formal relationship with the State includes the LGD process and a Memorandum of Understanding (MOU) from 2013. Through the MOU, the State largely defers to Greeley's land use decision-making process.

Mr. Mueller stated that the number of oil/gas land use applications in Greeley is likely to be less in the coming years, for the simple fact that most down-hole leasable areas within City limits have been drilled or have been permitted for drilling.

6. SCHEDULING OF MEETINGS, OTHER EVENTS

No additional meetings or other events were scheduled.

7. ADJOURNMENT

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:38 p.m.

____

Cheryl Aragon, Deputy City Clerk

Council Agenda Summary

September 3, 2019

Agenda Item Number 10

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Approval of the City Council Proceedings of September 3, 2019

Summary:

A meeting of the City Council was held on September 3, 2019, in Council's Chambers at the City Center South Campus, 1001 11th Avenue, Greeley, Colorado.

Decision Options:

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

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

September 3, 2019 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
September 3, 2019

1. Call to Order

Mayor John Gates called the meeting to order at 6:30 p.m., in the Council's Chambers at the City Center South Campus, 1001 11th Avenue.

2. Pledge of Allegiance

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

3. Roll Call

Jerry Harvey, Assistant City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Robb Casseday, Michael Fitzsimmons, Dale Hall, Brett Payton, Jon Smail and Stacy Suniga.

4. Recognitions and Proclamations

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

5. Citizen Input

Kevin Ross, Mayor of Eaton, announced his candidacy for Weld County Commissioner At-Large.

Steve Teets, Greeley resident, voiced his concern about the City's ability to keep snow cleared on sidewalks in the winter, especially near bus stops. He also expressed his concerns about trash removal at bus stops along with his belief that the bus route to Ft. Collins has fares and pass rates that are too high.

6. Approval of Agenda

The agenda was approved as presented.

7. Reports from Mayor and Councilmembers

Mayor Gates congratulated Councilmember Suniga on her appointment by Governor Jared Polis to the Regional Air Quality Council.

8. Petitions from Mayor and Councilmembers

There were no petitions from the Mayor or Councilmembers.

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

9. Acceptance of the Report of the August 13, 2019, City Council Worksession

The Council action recommended was to accept the Report.

10. Approval of the City Council Proceedings of August 20, 2019

The Council action recommended was to approve the Proceedings.

11. Consideration of a resolution confirming support for a City of Greeley Grant Application for State of Colorado Funding Assistance to Support the 2020 Census Count

The Council action recommended was to adopt the resolution. **(Resolution No. 36, 2019)**

12. Introduction and first reading of an Ordinance amending Title 14 of the Greeley Municipal Code (Concerning the Dedication of Water Rights for City Water Service, Cash in Lieu of Raw Water, and Associated Development Fees)

This item was pulled from the Consent Agenda.

13. Introduction and first reading of an ordinance authorizing the disposition of City Property Located at 1215 16th Avenue

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for September 17, 2019.

14. Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2019 and for funds held in reserve for encumbrances at December 31, 2018

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for September 17, 2019.

15. Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado from R-L (Residential Low Density), C-D (Conservation District), and C-L (Commercial Low Intensity) to I-M (Industrial Medium Intensity) zoning for approximately 39.18 acres of property located at 145 North 35th Avenue, known as the Best Way Rezone

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for September 17, 2019.

16. Introduction and first reading of an ordinance regarding a 1st Amendment to the Preliminary Plan of the Promontory PUD, Areas F, L and M, located south of 16th Street, east of Promontory Parkway, and north of Highway 34 Bypass to add churches, schools and recreational area uses on a 144.67acre parcel

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for September 17, 2019.

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

Councilmember Payton moved, seconded by Councilmember Casseday to approve the items on the Consent Agenda and their recommended actions with the exception of Item No. 12. The motion carried: 7-0

17. Pulled consent agenda items

12. Introduction and first reading of an Ordinance amending Title 14 of the Greeley Municipal Code (Concerning the Dedication of Water Rights for City Water Service, Cash in Lieu of Raw Water, and Associated Development Fees)

In response to questions from Councilmember Suniga, Sean Chambers, Water and Sewer Director, clarified that the proposed changes are to ensure precision and efficiency in water delivery in the future. He added that these changes will not impact the City's ability to serve a growing population in the future.

Councilmember Payton moved, seconded by Councilmember Casseday to introduce the ordinance and schedule the public hearing and final reading for September 17, 2019. The motion carried: 7-0

18. Public Hearing and Final Reading of an Ordinance amending portions of the Greeley Municipal Code Chapters 16.04 (Building Code), 16.06 (Residential Code), 16.08 (Mechanical Code), 16.10 (Property Maintenance Code), 16.12 (Existing Building Code), 16.16 (Energy Conservation Code), 16.28 (Plumbing Code), 16.30 (Fuel Gas Code) and 16.36 (Fire Code)

Brad Mueller, Community Development Director, highlighted the process for the re-adopting of the code and discussed the history of these proposed changes. He also discussed the amendments made during first reading on August 20, 2019. Mr. Mueller noted that the blower tests are mandated by State law.

Mayor Gates opened the public hearing at 6:52 p.m., and no comments were offered.

Councilmember Casseday moved, seconded by Councilmember Payton to adopt the ordinance and publish in full. The motion carried: 7-0 **(Ordinance No. 34, 2019)**

19. Public hearing and final reading of an ordinance to consider a change of zone from I-M (Industrial Medium Intensity) to C-H (Commercial High Intensity) zoning for approximately .66 acres of property located at 3529 4th Street known as the 354 Business Park Rezone #2, and changing the official zoning map to reflect the same

Mr. Mueller provided background for this rezone and described the location map and development plans associated with it. He concluded by discussing the approval criteria and the recommendation from the Planning Commission.

Robert Malloy, the applicant, discussed the reasoning for the request to rezone.

Mayor Gates opened the public hearing at 6:57 p.m.

Steve Teets expressed his concern about current traffic issues in that area and the potential impacts to traffic with this change and future development.

Mayor Gates closed the public hearing at 6:59 p.m.

Councilmember Suniga moved, seconded Councilmember Hall to find that, based on the application received and subsequent staff analysis, the proposed rezone from I-M (Industrial Medium Intensity) to C-H (Commercial High Intensity) meets Development Code Section 18.30.050(c)(3) f, g and h and 18.30.055; and, therefore, approves the rezone. The motion carried: 7-0

Councilmember Suniga moved, seconded by Councilmember Payton to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 **(Ordinance No. 35, 2019)**

20. Public hearing and final reading of an ordinance vacating a portion of the alley right-of-way between 1530 and 1528 3rd Avenue, located east of 3rd Avenue and west of 2nd Avenue

Mr. Mueller described the zoning vicinity map and discussed the background of this property and reason for this vacation. He concluded by discussing the Planning Commission's recommendation.

Mayor Gates opened the public hearing at 7:02 p.m., and no comments were offered.

Councilmember Fitzsimmons moved, seconded by Councilmember Casseday to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 **(Ordinance No. 36, 2019)**

21. Public hearing and final reading of an ordinance to consider a change of zone from I-L (Industrial Low Intensity) to R-H (Residential High Density) zoning for approximately .210 acres of property located at 1530 3rd Avenue known as the 1530 3rd Avenue Rezone, and changing the official zoning map to reflect the same

Mr. Mueller described the zoning vicinity map of the property and provided background of the property and the proposed rezone. He concluded by discussing the rezone criteria and noted Planning Commission's recommendation.

In response to a question from Councilmember Casseday, Mr. Mueller explained that the property is being rezoned as R-H instead of R-L for consistency because the adjoining property to the north is currently zoned as R-H.

Joshua Teegle, the applicant, explained that the reason for the request to rezone is so they can add an addition on to their home.

Mayor Gates opened the public hearing at 7:07 p.m.

Steve Teets expressed his approval of the rezone.

Mayor Gates closed the public hearing at 7:08 p.m.

Councilmember Hall moved, seconded Councilmember Suniga to find that, based on the application received and subsequent staff analysis, the proposed rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density) meets Development Code Section 18.30.050(c)(3) a, b, e, f and g; and, therefore, approves the rezone. The motion carried: 7-0

Councilmember Hall moved, seconded by Councilmember Suniga to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 **(Ordinance No. 37, 2019)**

22. Public hearing and final reading of an ordinance authorizing the acquisition of additional property interests in real property located in Weld County, Colorado for water lines by purchase or exercise of the power of eminent domain pursuant to Section 7 of Article XVI, Section 15 of article II, and Sections 1 and 6 of Article XX of the Colorado Constitution and Colo. Rev. Stat. § 38-1-101, et seq. (Gold Hill Segment Pipeline Project)

Sean Chambers described the map of the Bellvue 60" pipeline, provided an overview of the project that is requiring the acquisition of this property, and described the alignment of the pipeline for this final leg of this project.

Mayor Gates opened the public hearing at 7:14 p.m., and no comments were offered.

Councilmember Casseday moved, seconded by Councilmember Payton to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 **(Ordinance No. 38, 2019)**

23. Overview: 16th Street Corridor Plan

Becky Safarik, Assistant City Manager, discussed the 2005 and 2012 urban design concepts for this corridor, highlighted the many ways the City prepared for work in the corridor, and discussed the progress made in the corridor for the last decade and future projects to continue improvements along the corridor. She continued by discussing specific projects currently going on along the corridor and the partnerships associated with these projects, described the 2019 project boundary and 16th Street corridor project goals, and discussed the study process for these projects. Ms. Safarik also highlighted key corridor goals and design concepts – ease of access and safety, increase area parking, pedestrian amenities, attractive corridor elements, and enhanced area image. She concluded by discussing next steps and phasing of future projects.

In response to questions from Councilmember Smail, Ms. Safarik explained that the City will work with engineers to add bike lanes along this corridor. She added that all of the parking in this area is in the City's right-of-way and not, in any way, in private control.

In response to a question from Councilmember Casseday, Ms. Safarik confirmed that the City has received great participation and input from the business community in this area.

Roy Otto, City Manager, added that this project is a high priority and cost estimates will be coming by the end of the year. He explained that most universities have a vibrant area near campus where students and faculty can go, and this is the perfect area for that sort of development.

Councilmember Hall expressed his concerns about what the City will do about utilities (electric, trash, etc.) in this area to ensure that they do not take away from the aesthetics. Ms. Safarik explained that the hope is to eventually have underground utilities where possible in this area and to centralize or enclose dumpsters.

Councilmember Suniga inquired as to whether the City is looking to beautify Canal #3 outside of this corridor. Ms. Safarik explained that this project is being viewed as a pilot project to see what could be possible elsewhere.

In response to a question from Councilmember Smail, Ms. Safarik clarified that one of the biggest pushbacks so far from the business community in the area is their concern about decreased parking and a hit to their business traffic. She also explained that the proposed plans for this area would actually increase parking by up to 50 spots.

Mayor Gates expressed his excitement and approval for the proposed changes in this area.

24. Scheduling of meetings, other events

There were no additional meetings or other events scheduled.

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

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

26. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 7:50 p.m.

John Gates, Mayor

Jerry Harvey, Assistant City Clerk

Council Agenda Summary

September 3, 2019

Agenda Item Number 11

Key Staff Contact: Renee Wheeler, Finance Director, 350-9732

Title:
Consideration of a resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the State of Colorado and to serve as the fiscal agent for the Northeast All Hazard Region Homeland Security Grant Program for the 2019 grant award

Summary:
Staff requests the approval of the State Grant Agreement for the 2018 Northeast All Hazards Region grant award of $407,363.

The City Council allowed the City to serve as the fiscal agent for the Northeast All Hazard Region (NEAHR) in June 2018. The 2019 grant award process is complete. The Regional Homeland Security Coordinator, Warren Jones, facilitated a process for the regional steering committee to select grant projects from those submitted by jurisdictions in the 11 county Northeast Region. The State has approved them as being consistent with the goals and regulations for the State Homeland Security Grant Program (a federal pass through grant). This action would approve the fiscal agent responsibilities for the 2019 grant award contract. The grant includes $17,725 to reimburse the City of Greeley for personnel costs associated with fiscal agent duties including purchasing, accounting and quarterly financial reporting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	If approved, the total annual grant and the associated grant expenditures will be in the next 2019 supplemental appropriation. City staff will invest around 500 hours over 12 months reimbursed up to 5% of the grant award, $17,725.
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	Described above.
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	Homeland Security Grant
Is there grant funding for this item?	5% of the grant award for fiscal agent on a reimbursement basis

If yes, does this grant require a match?	No additional cash is required. However, the City does make the purchases to ensure federal grant regulation compliance and the State reimburses on monthly basis.
Is this grant onetime or ongoing?	Year two of a three year commitment
Additional Comments:	

Legal Issues:
None.

Other Issues and Considerations:
City of Greeley employees value the opportunity to contribute to regional leadership opportunities. Because the City already has the systems and controls in place for federal grants, there are economies of scale for performing these duties. Warren Jones is the Regional Homeland Security Coordinator for the Northeast Colorado All Hazards Region. He serves as the administrator to the Steering Committee responsible for making grant allocations decisions, serves as the liaison to the State, handles all communication with grant recipients, inventories all purchases and delivers equipment to the recipients. He also prepares all the program related grant reporting.

The application summary is attached to demonstrate the types of projects awarded by the steering committee.

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

Comprehensive Master Plan Goal PS-2: Maintain high-quality public safety and emergency response services

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

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

Attachments:
Resolution
2019 State of Colorado Grant Agreement
2019 Grant Summary

THE CITY OF GREELEY, COLORADO

RESOLUTION ________, 2019

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO AND TO SERVE AS THE FISCAL AGENT FOR THE NORTHEAST ALL HAZARD REGION HOMELAND SECURITY GRANT PROGRAM

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

WHEREAS, the City of Greeley ("City") is desirous of entering into an Intergovernmental Agreement ("IGA") with the State of Colorado to enhance Homeland Security and Emergency Management related Prevention, Protection, Mitigation, Response, and Recovery capabilities throughout the State; and

WHEREAS, this IGA is for the 2019 Homeland Security Grant Program, and the State of Colorado has authority to enter into this Grant in accordance with C.R.S. § 24-1-128.6, as funds have been budgeted, appropriated, and otherwise made available pursuant to said statute; and

WHEREAS, the City is within the Colorado eleven-county NEAHR and has received benefit of this grant source for public safety equipment, and

WHEREAS, the City values the opportunity to contribute to regional leadership opportunities, and already has the systems and controls in place for federal grants that allow for economies of scale for performing these duties; and

WHEREAS, it is in the best interest of the citizens of the City for Council to enter into this Agreement and give authority to serve as the Fiscal Agent for NEAHR.

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

Section 1. The City Council hereby authorizes the City to enter into an Intergovernmental Agreement with the State of Colorado for the 2019 Homeland Security Grant Program, a copy of which is attached hereto and incorporated herein as Grant Award Letter Summary of Grant Award Terms and Condition, and to serve as the Fiscal Agent for NEAHR.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ______ day of ____________________, 2019.

ATTEST: THE CITY OF GREELEY, COLORADO

___________________________________ ____________________________________
City Clerk Mayor

COLORADO
Division of Homeland Security
& Emergency Management
Department of Public Safety
Office of Grants Management
8000 South Chester Street, Suite 575
Centennial, CO 80112

Warren Jones
Regional Homeland Security Coordinator
Northeast All-Hazards Region
62 Turtle Rock Court
Livermore, CO 80536

August 16, 2019

19SHS20NER

Dear Homeland Security Regional Coordinator,

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to issue the sub-award grant agreement for the 2019 Homeland Security Grant Program (HSGP). FEMA has approved the State's application and has provided the funding for this year's grant program.

This letter is not a notice to begin working on the Region's projects.

Before any work can begin for this grant program, a fully signed and executed grant agreement between the State of Colorado and the All-Hazard Region must be completed. Please be aware that the grant start date is contingent upon the timely execution of the grant agreement. All regional projects must be completed by August 31, 2022 or sooner.

We appreciate and acknowledge the effort invested in this grant and look forward to working closely with you and your staff as you implement your projects. Our staff will be in contact with you as the grant process moves forward. Thank you in advance for your cooperation.

As always, you may contact any of us in the Grants and Contracts section at DHSEM if you have any questions regarding your 2019 HSGP sub-award agreement and/or the HSGP program.

Sincerely,

Larisa Cannon
Grants and Contracts Manager
Division of Homeland Security and Emergency Management

CC: Grant File

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety	**Grant Maximum Amount** $407,363.00
Grantee City of Greeley	**Grant Issuance Date** Effective Date
Agreement Number Encumbrance #: 19SHS20NER Subrecipient DUNS#: 112066225 Federal Award Identification # (FAIN): EMW-2019-SS-00066-S01 Total Amount of the Federal Award: $7,327,500.00 Federal Award Date: August 5, 2019 Name of Federal Awarding Agency: FEMA CFDA 97.067 Homeland Security Grant Program Identification if the Award is for R&D: No	**Grant Expiration Date** August 31, 2022 **Fund Expenditure End Date** August 31, 2022 **Grant Authority** Federal Authority to enter into this Grant exists in the Homeland Security Act of 2002 through CFDA 97.067 and State Authority to enter this Grant exists in CRS §24-1-128.6.

Grant Purpose

Support preparedness activities to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas essential to achieving the National Preparedness Goal of a secure and resilient Nation.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Sample Option Letter
4. Exhibit D, Federal Provisions.

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

1. Exhibit D, Federal Provisions.
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE **CITY OF GREELEY**	2nd Grantee Signature *if Needed*
By: ____________________ Title: ____________________ ____________________ *Signature Date: ________________	By: ____________________ Title: ____________________ ____________________ *Signature Date: ________________

STATE OF COLORADO
Jared S. Polis, Governor
Department of Public Safety,
Division of Homeland Security and Emergency Management
Kevin R. Klein, Director

____
By: Kevin R. Klein, Director

Date: ____________________

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

____
By: Colorado Department of Public Safety,
William F. Archambault, Jr., State Controller Delegate

Effective Date:____________________

TABLE OF CONTENTS

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit B.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

E. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

F. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

G. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

H. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

I. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

J. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

K. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

L. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

M. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

N. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

O. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

P. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

Q. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.

R. "**Recipient**" means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

S. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

T. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

V. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. "**Sub-Award**" means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

Y. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

Z. "**Subrecipient**" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

AA. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

BB. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

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

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

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

K. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

EXHIBIT A, STATEMENT OF WORK

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project Description. Support preparedness activities to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas essential to achieving the National Preparedness Goal of a secure and resilient Nation. Subrecipient will execute and complete the projects as specified and outlined in their approved 2019 application.

1.2 Project Expenses. Project expenses include the costs to hire the contractor to complete the project as described in §1.1 of this Exhibit A. All eligible expenses are listed in the budget table in Exhibit B.

1.3 Non-Federal Match: This non-federal match section ☐ applies to or does not apply ☒ to this Grant. If it applies, this Grant requires a non-federal match contribution of __%_ of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match ☒ may or may not ☐ include in-kind match.

2. DELIVERABLES:

2.1 Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit A.

2.2 List additional grant deliverables: None.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated on the Agreement's Signature and Cover Page of the Grant Agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the Department of Public Safety throughout the life of the grant. Reports shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the "report period" reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)

Report Period	Due Date
October – December	January 30
January –March	April 30
April – June	July 30
July – September	October 30

3.2 Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports are not due after the Colorado Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

4. TESTING AND ACCEPTANCE CRITERIA:

The Colorado Division of Homeland Security and Emergency Management shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The Colorado Division of

Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Colorado Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1 Payment Schedule: Grantee shall submit requests for reimbursement using the Colorado Division of Homeland Security and Emergency Management's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §3.1. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of Exhibit B. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any progress reports are delinquent at the time of a payment request, the Colorado Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

5.2 Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

5.3 Remittance Address. If mailed, payments shall be sent to the representative identified in **§6** of this Exhibit A. Grant:

Renee Wheeler, Finance Director
City of Greeley
1000 10th Street
Greeley, CO 80631

6. PRINCIPAL REPRESENTATIVES:

For the State:
Larisa Cannon, Grants & Contracts Manager
Department of Public Safety,
Division of Homeland Security & Emergency Management
8000 South Chester Street, Suite 575
Centennial, CO 80112
Larisa.Cannon@state.co.us

For Grantee:
Warren D. Jones, Northeast Regional Homeland Security Coordinator
2225 Purdue Road
Fort Collins, CO 80525
nehscor2@gmail.com

7. ADMINISTRATIVE REQUIREMENTS:

Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

7.1 Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

7.1.1 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding $10,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of $10,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

7.1.2 **Services**. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

7.2 **Procurement:** A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

7.2.1 Any sole source transaction in excess of $250,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.

7.2.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

7.2.3 Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on http://www.sam.gov.

7.2.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subrantees shall use the phrase -"This project was supported by grant #19SHS20NER, issued by the Colorado Division of Homeland Security and Emergency Management."

7.2.5 Grantee shall verify that all purchases are listed in **§1 or §7** of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period at https://www.fema.gov/authorized-equipment-list. Additionally, funds used to support emergency communications activities should comply with the FY 2019 SAFECOM Guidance for Emergency Communication Grants, at https://www.911.gov/pdf/OEC_SAFECOM_Guidance_Emergency_Communications_Grants_FY_2019.pdf

7.2.6 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of $10,000 or more, are assigned without the prior written consent of the Colorado Division of Homeland Security and Emergency Management.

7.2.7 Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee's own funds.

7.3 Additional Administrative Requirements:

7.3.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Division of Homeland Security and Emergency Management.

7.3.2 All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.

7.3.3 All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and must be National Incident Management System (NIMS) compliant. Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise.

EXHIBIT B, BUDGET

BUDGET:

Project Activity/Line Item	*Federal Share*
Planning	$ 119,910.00
Equipment	$ 229,722.00
Training	$ 22,500.00
Exercise	$ 17,506.00
Management & Admin	$ 17,725.00
TOTAL BUDGET	**$ 407,363.00**

EXHIBIT C, SAMPLE OPTION LETTER

State Agency Department of Public Safety	**Option Letter Number** Insert the FORM 1 Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	**Option Agreement Number** Insert CMS Number
Original Agreement CMS Number: Insert CMS Number Encumbrance #: MG4145xxxxxx Subrecipient DUNS#: Insert DUNS Number Executive Order Identification #: EMW-2017-SS-00050-S01 Award Date Insert Full Date Disaster Emergey Fund Identification if the Award is for R&D: No	**Option Agreement Maximum Amount** $**Insert Amount** **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. **OPTIONS:**
   A. Option to extend for an Extension Term
   B. Option to modify Budget table under the Agreement
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with §(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Month Day, Year and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   B. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above. The maximum amount payable by the State for performance of this Grant Agreement is increased/decreased to $____ and the maximum amount of local matching funds, if applicable, is $____. The total project amount is $____.

Project Activity/Line Item	*State Share*
Organization	$ 0.00
Planning	$ 0.00
Equipment	$ 0.00
Training	$ 0.00
TOTAL AWARD AMOUNT	**$ 0.00**

3. **OPTION EFFECTIVE DATE:**
   The effective date of this Option Letter is upon approval of the State Controller.

STATE OF COLORADO Jared Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management ____________________________ By: Kevin R. Klein, Director Date: __________________	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:__________________________ Colorado Department of Public Safety, William F. Archambault, Jr., State Controller Delegate Option Effective Date:________________

EXHIBIT D, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

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

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Agreement" means the Grant Award Letter to which these Federal Provisions are attached and includes all Award types in §2.1.2.1 of this Exhibit.

2.1.2. "Award" means an award of Federal financial assistance, and the agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2.1. Awards may be in the form of:

2.1.2.1.1. Grants;

2.1.2.1.2. Contracts;

2.1.2.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

2.1.2.1.4. Loans;

2.1.2.1.5. Loan Guarantees;

2.1.2.1.6. Subsidies;

2.1.2.1.7. Insurance;

2.1.2.1.8. Food commodities;

2.1.2.1.9. Direct appropriations;

2.1.2.1.10. Assessed and voluntary contributions; and

2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

2.1.2.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

2.1.2.2. Award ***does not*** include:

2.1.2.2.1. Technical assistance, which provides services in lieu of money;

2.1.2.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

2.1.2.2.3. Any award classified for security purposes; or

2.1.2.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

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

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

2.1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

2.1.5.2. A foreign public entity;

2.1.5.3. A domestic or foreign non-profit organization;

2.1.5.4. A domestic or foreign for-profit organization; and

2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

2.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

2.1.8. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37

2.1.9. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

2.1.12. "Subaward" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.13. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

2.1.14. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

2.1.15. "Federal Provisions" means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.17. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

2.1.17.1. Salary and bonus;

2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.17.4. Change in present value of defined benefit and actuarial pension plans;

2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION.

5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

5.1.2. In the preceding fiscal year, Contractor received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Agreement price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

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

8.1.1.1. Subrecipient DUNS Number;

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

8.1.1.3. Subrecipient Parent DUNS Number;

8.1.1.4. Subrecipient’s address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient’s top 5 most highly compensated Executives if the criteria in §4 above are met; and

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

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

8.1.2.1. Subrecipient’s DUNS Number as registered in SAM.

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

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. **Exemption.** If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECEPIENT CONTRACTS

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

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

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

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

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

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

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

12.1.3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

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

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

14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

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

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Homeland Security Grant Program

Budget Summary

Region/Agency: Northeast (NER)

Applicant Agency: City of Greeley

Grant Program: State Homeland Security Program (SHSP)

	Project Type	Planning	Organization	Equipment	Training	Exercise		Project Total
M&A Worksheet 1	Active	*total M&A outlined below table*						
Worksheet 2	Active	$ 119,910.00	$ -	$ -	$ -	$ -		$ 119,910.00
Worksheet 3	Active	$ -	$ -	$ 52,100.00	$ -	$ -		$ 52,100.00
Worksheet 4	Active	$ -	$ -	$ -	$ 22,500.00	$ 17,506.00		$ 40,006.00
Worksheet 5	Active	$ -	$ -	$ 31,292.00	$ -	$ -		$ 31,292.00
Worksheet 6	Active	$ -	$ -	$ 73,303.00	$ -	$ -		$ 73,303.00
Worksheet 7	Active	$ -	$ -	$ 25,132.00	$ -	$ -		$ 25,132.00
Worksheet 8	Active	$ -	$ -	$ 35,095.00	$ -	$ -		$ 35,095.00
Worksheet 9	Active	$ -	$ -	$ 5,200.00	$ -	$ -		$ 5,200.00
Worksheet 10	Active	$ -	$ -	$ 7,600.00	$ -	$ -		$ 7,600.00
	POETE TOTALS	**$ 119,910.00**	**$ -**	**$ 229,722.00**	**$ 22,500.00**	**$ 17,506.00**		

Total Projects	**$ 389,638.00**
Allowable M&A	$ 20,368.00
Total M&A	**$ 17,725.00**
Total Grant	**$ 407,363.00**

COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Budget Details by Project

Worksheet 1 – M & A Budget

Northeast (NER)

City of Greeley

19SHS20NER

Project Zip Code Location 80631

Maximum Allowable M & A: **$ 20,368.00**

Brief M & A Summary

Administration and management costs for fiscal agent. Includes accounting an financial services ads well as purchasing.

Line Item Reference #		Expenditure Description	LETPA	Personnel Activity	Quantity	Unit Cost	Total
Solution Area: Management & Administration							
1	M & A	Salary administration services & support	No	Yes	1.00	13,500.00	$ 13,500.00
2	M & A	Benefits administration & support	No	Yes	1.00	4,000.00	$ 4,000.00
3	M & A	Office supplies	No	No	1.00	200.00	$ 200.00
4	M & A	Travel	No	No	1.00	25.00	$ 25.00
5	M & A						$ -
						Subtotal:	**$ 17,725.00**

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 2

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Regional Homeland Security Planning and Management

Project Zip Code Location: 80525 | Project Type: Active

Investment Justification:	Planning	Does this project support a fusion center?	No
Goals:	Goal 7: PLANNING	Does this project support a NIMS Typed Resource?	No
	Develop coordinated & collaborative planning approaches for Colorado's readiness.	Are the Assets / Activities of this project deployable?	No
		Are the Assets / Activities of this project shareable?	No

Describe project and activities that will be implemented, include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as possible: (1250 Character Max)

The NEAHR employs a contractual Regional Homeland Security Coordinator to represent the region and discharge the day-to-day business of the region. These activates include planning, coordination with the counties and local agencies in the region, the fiscal agent and DHSEM, support the NEAHR Steering Committee, research, report writing, and regional policy development. A major responsibility of the coordinator is to assure compliance with DHSE, FEMA and fiscal agent financial and purchasing procedures. Also included are expenses related to the reginal THIRA process.

Budget Summary

Planning	$	119,910.00
Organization	$	-
Equipment	$	-
Training	$	-
Exercise	$	-
Total	**$**	**119,910.00**

The responses in the next section should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Colorado Homeland Security Strategic Implementation Plan.

Describe threats and hazards that create the need for the project: (1250 Character Max)

The NEAHR THIRA and Homeland Security Strategy describes 12 threats, (1) winter storms, (2) floods (runoff, flash and dam failure), (3) severe storms (including tornados), (4) wildfire (plains, wildland urban interface, forest), (5) avalanche/landslide, (6) hazardous materials release (fixed facilities and transportation), (7) drought, (8) pandemic/epidemic, (9) act of terrorism (IED), (10) cyber-terrorism, (11) radiologic, and (12) power failure. Recent experience in the region has included nationally declared disasters in wildfires, tornados, and floods. Oil and gas development has increased greatly in recent years and has produced fires, product releases, and human casualties.

Capability Gap(s) Addressed by the project: (1250 Character Max)

The Regional Homeland Security Planning and Management project provides support for threat and hazard identification planning, situation assessment, core capability assessment, collaborative and cross-discipline planning, and administration of SHSG funding strategies.

How Will Project Reduce Capability Gap(s)? (1250 Character Max)

The Regional Homeland Security Planning and Management project reduces capability gaps by providing consistent planning and administrative support to regional agencies in identifying risks and hazards. Additionally, this project administers the SHSG funding program that enhances local capabilities to prevent, prepare for, respond to and recover from large scale disasters.

Does this investment focus on building new capabilities or sustain existing? Existing Capabilities (Sustaining)

Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2014 funds: (1250 Character Max)

The current regional staff commitment is 1 FTE Coordinator. NEAHR has employed a Regional Homeland Security Coordinator since the beginning of the program. The FTE commitment has varied from .5 to 1 depending on the required deliverables and funding. The majority of grant years this commitment has been 1 FTE, and in some years there has also been additional regional staff. Coordinator activities include planning, coordination with counties and local agencies, fiscal agent and DHSEM, support of the NEAHR steering committee, research, report writing, and regional policy development. A major responsibility of the coordinator is to assure compliance with DHSEM, FEMA and fiscal agency financial and purchasing policies.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

The NEAHR steering committee has demonstrated long-term and continued support by reserving enough SHSG funding to support a robust Regional Homeland Security Planning and Management effort. This level of effort has varied from .75 FTE to 1 FTE in recent years.

Provide an explanation of regional impact of this project: (1250 Character Max)

The Regional Homeland Security Planning and Management effort coordinates the planning and SHSG funding across the entire region seeking to balance the needs of a wide range of hazards, risks, local capabilities, and stakeholders. Coordination efforts include managing the SHSG system with extensive interaction with the NEAHR fiscal agent, administrative support of various planning committees, training and exercise programs, and interface with other DHSEM, DFPC, local governments, healthcare planning organizations and public health agencies. Without this level of regional coordination, the THIRA identified risk and hazards would not be able to be addressed on a

Primary Capability:	Common - Planning
Does this investment require any work on existing structures?	No
Project Management Step Involved:	Initiate
Mission Area:	Prevention
Fusion Center:	N/A

Budget Summary

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 2

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Regional Homeland Security Planning and Management

Planning	$	119,910.00
Organization	$	-
Equipment	$	-
Training	$	-
Exercise	$	-
Total	**$**	**119,910.00**

Line Item Reference #	Specific Receiving Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
Solution Area: PLANNING									
1	NEAHR	Regional Homeland Security Coordinator contracted hours for 12 months in accordance with steering committee approved job description.		No	No	Yes	1.00	80,000.00	$ 80,000.00
2	NEAHR	Travel expenses authorized by the NEAHR Steering Committee to accomplish the region's goals and objectives. Includes travel required by the coordinator to accomplish NEAHR planning and management responsibilities. Includes mileage, airline, per diem, hotel, conference and training registrations, rental cars and other related expenses for meetings, conferences and trainings.		No	No	No	1.00	12,000.00	$ 12,000.00
3	NEAHR	Operating expenses authorized by the NEAHR Steering Committee to accomplish the region's goals and objectives. Includes office supplies and equipment, postage, paper, copies, printer cartridges, presentation materials and meeting expenses.		No	No	No	1.00	5,000.00	$ 5,000.00
4	NEAHR	Personnel expenses related to the support of focus groups and work teams to develop and update the regional THIRA.		No	No	Yes	1.00	15,000.00	$ 15,000.00
5	NEAHR	Operating expenses related to the development and updating of regional THIRA. Incudes presentation materials, supplies, equipment and meeting expenses and mileage		No	No	No	1.00	7,910.00	$ 7,910.00
								Subtotal:	**$ 119,910.00**
Solution Area: ORGANIZATION									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EQUIPMENT									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: TRAINING			DHS Course #						
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EXERCISE									

Budget Details by Project

Worksheet (project) 2

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Regional Homeland Security Planning and Management

1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	$ -

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 3

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Interoperable Communications

Project Zip Code Location: 80525 | Project Type: Active

Investment Justification: Improve Communication Interoperability

Goals: Goal 4: RESPONSE

Enhance Colorado's ability to save lives, to protect property and the environment, and to meet basic human needs during all-hazards events.

Does this project support a fusion center?	No
Does this project support a NIMS Typed Resource?	No
Are the Assets / Activities of this project deployable?	Yes
Are the Assets / Activities of this project shareable?	Yes

Describe project and activities that will be implemented, include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as possible: (1250 Character Max)

The NEAHR has been migrating to the P25 DTRS 700/800 MHz radio system with the direction and lead of the State of Colorado. Having a standardized multi-discipline communications platform enhances operational effectiveness, and responder and citizen safety. Radios purchased with SHSG funds are generally for extended service levels and not replacement for radios. Funding per individual radio is capped at $2,500. Agencies desiring more costly radios must pay the difference.

Budget Summary

Planning	$	-
Organization	$	-
Equipment	$	52,100.00
Training	$	-
Exercise	$	-
Total	**$**	**52,100.00**

The responses in the next section should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Colorado Homeland Security Strategic Implementation Plan.

Describe threats and hazards that create the need for the project: (1250 Character Max)

Responding to all of the threats described in the regional THIRA requires reliable communication between agencies and across disciplines. The region participates in State programs to increase communication interoperability by replacing older VHF and UHF radios systems with 700/800 trunked systems in accordance with the region's Tactical Interoperability Communication Plan. SHSG funds supplement local funds to increase the number of interoperable radios and increase capabilities due to population growth and expanding risks.

Capability Gap(s) Addressed by the project: (1250 Character Max)

Lack of interoperable communication among agencies and across disciplines is cited frequently in after action reviews. The region's THIRA identifies the theme of lack of communications across all risks.

How Will Project Reduce Capability Gap(s)? (1250 Character Max)

Increasing the number and performance of 700/800 radios will improve interoperable communication during emergency incidents across agencies and disciplines.

Does this investment focus on building new capabilities or sustain existing? New Capabilities (Building)

Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2014 funds: (1250 Character Max)

The NEAHR funding commitment for interoperable communications has averaged approximately 25% of funded projects. As the overall radio migration to 800 MHZ proceeds less new radios are required, with a resulting decrease in spending on new radios. The majority of purchases are for portable and mobile 800 MHZ DTR radios in conformance with the State interoperable communications plan.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Local agencies receiving radios and other related communications equipment are required to maintain and replace as necessary. This is evaluated during the annual prioritization process. The region keeps detailed inventories of radios purchased with SHSG funds.

Provide an explanation of regional impact of this project: (1250 Character Max)

Local agencies receiving radios and other related communications equipment are required to maintain and replace as necessary. This is evaluated during the annual prioritization process. The region keeps detailed inventories of radios purchased with SHSG funds.

Primary Capability:	Common - Operational Coordination
Does this investment require any work on existing structures?	No
Project Management Step Involved:	Initiate
Mission Area:	Response
Fusion Center:	N/A

Budget Summary

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 3

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Interoperable Communications

Planning	$	-
Organization	$	-
Equipment	$	52,100.00
Training	$	-
Exercise	$	-
Total	**$**	**52,100.00**

Line Item Reference #	Specific Receiving Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
Solution Area: PLANNING									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: ORGANIZATION									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EQUIPMENT									
1	Sedgwick Sheriff	Portable DTR radios (5)		Yes	No	No	3.00	2,500.00	$ 7,500.00
2	Burlington Fire	Portable DTR radios (2)		No	No	No	2.00	2,500.00	$ 5,000.00
3	Crystal Lakes Fire	Portable DTR radios (2)		No	No	No	2.00	2,500.00	$ 5,000.00
4	Holyoke Fire	DTR radio base station		No	No	No	1.00	2,500.00	$ 2,500.00
5	Ovid Fire	Portable DTR radios (6)		No	No	No	6.00	1,600.00	$ 9,600.00
6	Julesburg Fire Dept	Julesburg FD portable radios (4)		No	No	No	1.00	10,000.00	$ 10,000.00
7	Sedgwick Ambulance	Sedgwick Ambulance portable radios (5)		No	No	No	1.00	12,500.00	$ 12,500.00
8									$ -
9									$ -
10									$ -
								Subtotal:	**$ 52,100.00**
Solution Area: TRAINING			DHS Course #						
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EQUIPMENT									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**

COLORADO
Division of Homeland Security
& Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 4

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Regional training and exercise

Project Zip Code Location: 80525 | Project Type: Active

Investment Justification:	Incident Response Support	Does this project support a fusion center?	No
Goals:	Goal 6: TRAINING & EXERCISE	Does this project support a NIMS Typed Resource?	No
	Facilitate and coordinate integrated training and exercise programs that improve the ability of communities to respond to significant incidents.	Are the Assets / Activities of this project deployable?	No
		Are the Assets / Activities of this project shareable?	No

Describe project and activities that will be implemented, include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as possible: (1250 Character Max)

This project supports regional training and exercise programs including the Eastern Colorado Incident Management Team (ECIMT).

Budget Summary

Planning	$	-
Organization	$	-
Equipment	$	-
Training	$	22,500.00
Exercise	$	17,506.00
Total	**$**	**40,006.00**

The responses in the next section should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Colorado Homeland Security Strategic Implementation Plan.

Describe threats and hazards that create the need for the project: (1250 Character Max)

Responding to all of the threats described in the regional THIRA requires training and exercise. . Specific training incudes ICS, specialized multi-jurisdictional and multi-discipline training. Exercise include EOC, multi-jurisdiction workshops, tabletop, functional and full-scale exercises. All training and exercises are accordance with polies adopted by the NEAHR Steering Committee. The ECIMT is a regional program that supports local government and response agencies by providing Type 3 incident management organization and personnel. This support includes training and exercise for team operations and specific specific positions

Capability Gap(s) Addressed by the project: (1250 Character Max)

Tunrover in emergency response personnel and growth in response responsibilites and regional threats requires constant training of new personnel. Incident command resources for emergency incidents beyond the first operational period are not avialable in most of the region.

How Will Project Reduce Capability Gap(s)? (1250 Character Max)

This project will reduce capablitiy gaps by providing ICS and specialized multi-jurisitiction and mult-disciple training and exercises

Does this investment focus on building new capabilities or sustain existing? Existing Capabilities (Sustaining)

Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2014 funds: (1250 Character Max)

Regional training and exercises and ECIMT support has been funded in previous SHSGs.

Explain the long-term approach to sustaining capapabilities developed by this project: (1250 Character Max)

This program provides funds, training, exercises and ECIMT at simalar levels in past years.

Provide an explanation of regional impact of this project: (1250 Character Max)

All progran activites are regional and benefit all agencies and units of local government. All progam activites als are intendend to enhance operational coordiantion and effectivness on larger incidents that exceed local capbilities.

Primary Capability:	Common - Operational Coordination
Does this investment require any work on existing structures?	No
Project Management Step Involved:	Initiate
Mission Area:	Response
Fusion Center:	N/A

Budget Summary

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 4

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Regional training and exercise

Planning	$	-
Organization	$	-
Equipment	$	-
Training	$	22,500.00
Exercise	$	17,506.00
Total	**$**	**40,006.00**

Line Item Reference #	Specific Receiving Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
	Solution Area: PLANNING								
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
	Solution Area: ORGANIZATION								
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
	Solution Area: EQUIPMENT								
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
	Solution Area: TRAINING		DHS Course #						
1	NEAHR	Personnel expenses related to NIMS compliant ICS training, EOC, and other preparedness, response, mitigation and recovery training as approved by NEAHR. Included are instructor contractual and student costs, travel, lodging and meals in accordance with Grant Management Guide.		No	No	Yes	1.00	15,000.00	$ 15,000.00
2	NEAHR	Operating expenses related to NIMS compliant ICS training, EOC, and other preparedness, response, mitigation and recovery training as approved by NEAHR. Included are registration, course development, and instructional materials in accordance with Grant Management Guide.		No	No	No	1.00	5,000.00	$ 5,000.00
3	ECIMT	Operating expenses related to position specific training for ECIMT members including travel, registration, lodging and meals in accordance with Grant Management Guide. Full team training events.		No	No	No	1.00	2,500.00	$ 2,500.00
4									$ -
5									$ -
								Subtotal:	**$ 22,500.00**
	Solution Area: EXERCISE								
1	NEAHR	Personnel expenses for HESSP compliant exercises for regional counties as approved by NEAHR steering committee. Includes contractual instructor/facilitator costs in accordance with Grant Management Guide.		No	No	Yes	1.00	10,000.00	$ 10,000.00

COLORADO
Division of Homeland Security
& Emergency Management
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Budget Details by Project

Worksheet (project) 4

Northeast (NER) City of Greeley

19SHS20NER

Worksheet (Project) Title: Regional training and exercise

2	NEAHR	Operating expenses for HESSP compliant exercises for regional counties as approved by NEAHR steering committee. Includes instructional/exercise materials and meals when needed as part of real-time exercises in accordance with Grant Management Guide.		No	No	No	1.00	5,006.00	$ 5,006.00
3	ECIMT	Operating expenses related to activation exercises including exercise materials, lodging and meals.		No	No	No	1.00	2,500.00	$ 2,500.00
4									$ -
5									$ -
								Subtotal:	$ 17,506.00

Budget Details by Project

Worksheet (project) 5

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Transportation management

Project Zip Code Location: 80525 | Project Type: Active

Investment Justification:	Incident Response Support	Does this project support a fusion center?	No
Goals:	Goal 4: RESPONSE	Does this project support a NIMS Typed Resource?	No
	Enhance Colorado's ability to save lives, to protect property and the environment, and to meet basic human needs during all-hazards events.	Are the Assets / Activities of this project deployable?	Yes
		Are the Assets / Activities of this project shareable?	Yes

Describe project and activities that will be implemented, include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as possible: (1250 Character Max)

This project provides transportation messaging equipment to direct traffic and isolate areas during emergency incidents and disasters.

Budget Summary

Planning	$	-
Organization	$	-
Equipment	$	31,292.00
Training	$	-
Exercise	$	-
Total	**$**	**31,292.00**

The responses in the next section should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Colorado Homeland Security Strategic Implementation Plan.

Describe threats and hazards that create the need for the project: (1250 Character Max)

Emergency incidents, and especially weather caused and hazardous materials releases require rerouting of traffic and isolation of portions of communities. While CDOT provides messaging on interstate and state highways there are many areas of the region where this is not available on county roads and within cities and towns. Geographic areas targeted for this equipment have few public works and law enforcement personnel to manually provide traffic direction and citizen information.

Capability Gap(s) Addressed by the project: (1250 Character Max)

The inability to reroute traffic and isolate areas exposed to hazardous materials releases or law enforcement activity has been identified by sheriff, police and public works departments.

How Will Project Reduce Capability Gap(s)? (1250 Character Max)

Transportation messaging equipment will allow law enforcement and public works agencies to rapidly redirect traffic and isolate area during emergencies.

Does this investment focus on building new capabilities or sustain existing? New Capabilities (Building)

Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2014 funds: (1250 Character Max)

No previous SHSG funds have been allocated for these function in the past.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Local agencies are responsible for the maintenance of this equipment.

Provide an explanation of regional impact of this project: (1250 Character Max)

The areas and roads targeted for this equipment cover involve very large distances crossing multiple county and municipality boundaries.

Primary Capability:	Recover - Critical Transportation
Does this investment require any work on existing structures?	No
Project Management Step Involved:	Initiate
Mission Area:	Response
Fusion Center:	N/A

Budget Summary

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 5

Northeast (NER) — City of Greeley

19SHS20NER

Worksheet (Project) Title: Transportation management

Planning	$	-
Organization	$	-
Equipment	$	31,292.00
Training	$	-
Exercise	$	-
Total	**$**	**31,292.00**

Line Item Reference #	Specific Receiving Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
Solution Area: PLANNING									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: ORGANIZATION									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EQUIPMENT									
1	Burlington Police	Mobile sign boards (2)		Yes	No	No	2.00	8,475.00	$ 16,950.00
2	Lincoln County PW	Mobile Sign board		No	No	No	1.00	14,342.00	$ 14,342.00
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ 31,292.00**
Solution Area: TRAINING			DHS Course #						
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EXERCISE									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**

Budget Details by Project

Worksheet (project) 6

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Law enforcement special team tactical equipment

Project Zip Code Location: 80525 | Project Type: Active

Investment Justification: Incident Response Support

Goals: Goal 4: RESPONSE

Enhance Colorado's ability to save lives, to protect property and the environment, and to meet basic human needs during all-hazards events.

Does this project support a fusion center?	No
Does this project support a NIMS Typed Resource?	No
Are the Assets / Activities of this project deployable?	Yes
Are the Assets / Activities of this project shareable?	Yes

Describe project and activities that will be implemented, include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as possible: (1250 Character Max)

Equipment in this project is intended to enhance the effectiveness of law enforced special operations teams to address the threats of terrorism and active assailant threats.

Budget Summary

Planning	$	-
Organization	$	-
Equipment	$	73,303.00
Training	$	-
Exercise	$	-
Total	**$**	**73,303.00**

The responses in the next section should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Colorado Homeland Security Strategic Implementation Plan.

Describe threats and hazards that create the need for the project: (1250 Character Max)

Terrorism and active assailant threats are throughout the region. These threats include assaults in large public gatherings, schools, places of worship, workplaces, and other areas of public assembly. Equipment in this project equips law enforcement personnel to more effectively and safely respond to these type of incidents.

Capability Gap(s) Addressed by the project: (1250 Character Max)

Terrorism and active assailant threats are cited by law informant officials throughout the region. These threats include assaults in large public gatherings, schools, places of worship, workplaces and other areas of public assembly. Most of the equipment in this project supports multi-agency special operations teams such as SWAT and bomb squads, and some supports the initial response of small law enforcement agencies.

How Will Project Reduce Capability Gap(s)? (1250 Character Max)

Equipment acquired in this project will enhance the ability of law enforced to respond to and neutralize acts of terrorism and active assailants.

Does this investment focus on building new capabilities or sustain existing? New Capabilities (Building)

Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2014 funds: (1250 Character Max)

Capability levels across the region vary greatly due to agency size and funding capacity. Equipment is intended for multi-agency special operations teams in the larger urban areas and to improve the initial response capabilities of law enforced in smaller towns and rural areas. Similar equipment has been profiled by previous SHSP grants.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Local agencies and multi-agency special operations teams are responsible for maintenance of this equipment.

Provide an explanation of regional impact of this project: (1250 Character Max)

Terrorism incidents are from multi-agency and regional incidents and produce impacts beyond the original jurisdiction.

Primary Capability:	Common - Operational Coordination
Does this investment require any work on existing structures?	No
Project Management Step Involved:	Initiate
Mission Area:	Response
Fusion Center:	N/A

Budget Summary

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 6

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Law enforcement special team tactical equipment

Planning	$	-
Organization	$	-
Equipment	$	73,303.00
Training	$	-
Exercise	$	-
Total	**$**	**73,303.00**

Line Item Reference #	Specific Receiving Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
Solution Area: PLANNING									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: ORGANIZATION									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EQUIPMENT									
1	NC Bomb Team	Mobile X-Ray unit		Yes	No	No	1.00	35,000.00	$ 35,000.00
2	Yuma PD	Thermal imaging camera		Yes	No	No	1.00	2,199.00	$ 2,199.00
3	Yuma PD	Yuma PD night vision camera		Yes	No	No	1.00	1,899.00	$ 1,899.00
4	Wray PD	Remote monitoring camera		Yes	No	No	1.00	4,500.00	$ 4,500.00
5	Logan SO	Body armor		Yes	No	No	1.00	22,505.00	$ 22,505.00
6	Brush PD	Body armor		Yes	No	No	1.00	7,200.00	$ 7,200.00
7									$ -
8									$ -
9									$ -
10									$ -
								Subtotal:	**$ 73,303.00**
Solution Area: TRAINING			DHS Course #						
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EXERCISE									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**

Budget Details by Project

Worksheet (project) 7

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Hazardous materials response

Project Zip Code Location: 80525 | Project Type: Active

Investment Justification: WMD and HazMat

Goals: Goal 4: RESPONSE

Enhance Colorado's ability to save lives, to protect property and the environment, and to meet basic human needs during all-hazards events.

Does this project support a fusion center?	No
Does this project support a NIMS Typed Resource?	No
Are the Assets / Activities of this project deployable?	Yes
Are the Assets / Activities of this project shareable?	Yes

Describe project and activities that will be implemented, include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as possible: (1250 Character Max)

This project provides a multi-gas detector and monitor for a local fire department. This detector will be used to identify dangerous concentrations of toxic, flammable, and explosive gases, as well as low levels of oxygen. This is a critical function in determining risk levels and mitigation strategies during hazardous materials releases.

Budget Summary

Planning	$	-
Organization	$	-
Equipment	$	25,132.00
Training	$	-
Exercise	$	-
Total	**$**	**25,132.00**

The responses in the next section should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Colorado Homeland Security Strategic Implementation Plan.

Describe threats and hazards that create the need for the project: (1250 Character Max)

The threat of hazardous materials releases at fixed facilities and during transportation. Also included are hazardous materials incidents related to WMD and CBRN incidents. The applicant agency serves a major state highway, railroad and agricultural area, all with significant hazardous materials exposure.

Capability Gap(s) Addressed by the project: (1250 Character Max)

The lack of ability to rapidly access the degree of hazard of hazardous materials releases impairs operational effectiveness, public health, environmental contamination and responder safety.

How Will Project Reduce Capability Gap(s)? (1250 Character Max)

The addition of these gas monitoring meters will enhance the ability to detect hazardous materials concentrations' at emergency incidents.

Does this investment focus on building new capabilities or sustain existing? Existing Capabilities (Sustaining)

Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2014 funds: (1250 Character Max)

Improving hazardous materials monitoring and assessment has been a focus for the NEAHR for many years. This has been focused on areas of the region that have significant transportation and fixed site exposure.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

The applicant will be required to maintain the equipment provided and replace if necessary with local funds.

Provide an explanation of regional impact of this project: (1250 Character Max)

Significant hazardous materials releases requires the response of multiple agencies with the capability to detect toxic, flammable and explosive gases. This equipment will provide a higher level of redundancy and safety to all responders and citizens.

Primary Capability:	Mitigate - Threats and Hazard Identification
Does this investment require any work on existing structures?	No
Project Management Step Involved:	Initiate
Mission Area:	Response
Fusion Center:	N/A

Budget Summary

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 7

Northeast (NER) City of Greeley

19SHS20NER

Worksheet (Project) Title: Hazardous materials response

Planning	$	-
Organization	$	-
Equipment	$	25,132.00
Training	$	-
Exercise	$	-
Total	**$**	**25,132.00**

Line Item Reference #	Specific Receiving Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
Solution Area: PLANNING									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: ORGANIZATION									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EQUIPMENT									
1	Loveland FRA	Gas monitoring meters		No	No	No	1.00	25,132.00	$ 25,132.00
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ 25,132.00**
Solution Area: TRAINING			DHS Course #						
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EXERCISE									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**

Budget Details by Project

Worksheet (project) 8

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Critical facility emergency power

Project Zip Code Location: 80525 | Project Type: Active

Investment Justification:	Community Preparedness & Emergency Public Information and Warning	Does this project support a fusion center?	No
Goals:	Goal 2: PROTECTION	Does this project support a NIMS Typed Resource?	No
	Protect and secure Colorado against all-hazards, including acts of terrorism.	Are the Assets / Activities of this project deployable?	No
		Are the Assets / Activities of this project shareable?	No

Describe project and activities that will be implemented, include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as possible: (1250 Character Max)

This project provides emergency power in critical community facilities used for fire protection, sheltering and EOC operations.

Budget Summary

Planning	$	-
Organization	$	-
Equipment	$	35,095.00
Training	$	-
Exercise	$	-
Total	**$**	**35,095.00**

The responses in the next section should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Colorado Homeland Security Strategic Implementation Plan.

Describe threats and hazards that create the need for the project: (1250 Character Max)

Loss of functional capability of critical public facilities that provide sheltering, emergency services, communications, and local government continuity of operations endangers community health and safety during major all hazard incidents. Wildland fires, severe winter storms and tornados frequently cause power outages.

Capability Gap(s) Addressed by the project: (1250 Character Max)

The NEAHR THIRA identifies loss of power and sheltering as capability gaps, especially in rural and isolated areas.

How Will Project Reduce Capability Gap(s)? (1250 Character Max)

Emergency power will provide increase effectiveness of the identified critical infrastructure of fire stations and EOCs with current deficiencies.

Does this investment focus on building new capabilities or sustain existing? New Capabilities (Building)

Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2014 funds: (1250 Character Max)

Regional support of critical infrastructure improvements in existing buildings has been an increasing focus of the region. These tend to be in rural areas and smaller cities and towns with less financial resources.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Local agencies receiving funds for critical infrastructure improvements are responsible for maintaining these improvements.

Provide an explanation of regional impact of this project: (1250 Character Max)

Poudre Canyon Fire

Primary Capability:	Recover - Infrastructure Systems
Does this investment require any work on existing structures?	Yes
Project Management Step Involved:	Initiate
Mission Area:	Protection
Fusion Center:	N/A

Budget Summary

Budget Details by Project

Worksheet (project) 8

Northeast (NER) City of Greeley

19SHS20NER

Worksheet (Project) Title: Critical facility emergency power

Planning	$	-
Organization	$	-
Equipment	$	35,095.00
Training	$	-
Exercise	$	-
Total	**$**	**35,095.00**

Line Item Reference #	Specific Receiving Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
Solution Area: PLANNING									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: ORGANIZATION									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EQUIPMENT									
1	Poudre Canyon FPD	Emergency generator		No	Yes	No	1.00	5,000.00	$ 5,000.00
2	Otis FPD	Emergency generator		No	Yes	No	1.00	17,000.00	$ 17,000.00
3	Morgan County OEM	Mobile power supply		No	No	No	1.00	3,500.00	$ 3,500.00
4	Washington County HHS	Panic alarm system		No	No	Yes	1.00	9,595.00	$ 9,595.00
5									$ -
								Subtotal:	**$ 35,095.00**
Solution Area: TRAINING			DHS Course #						
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EXERCISE									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**

COLORADO
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Budget Details by Project

Worksheet (project) 9

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Sheltering

Project Zip Code Location: 80751 | Project Type: Active

Investment Justification:	Mass Care	Does this project support a fusion center?	No
Goals:	Goal 2: PROTECTION	Does this project support a NIMS Typed Resource?	No
	Protect and secure Colorado against all-hazards, including acts of terrorism.	Are the Assets / Activities of this project deployable?	Yes
		Are the Assets / Activities of this project shareable?	Yes

Describe project and activities that will be implemented, include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as possible: (1250 Character Max)

This project will provide sheltering supplies at several locations in shelters in Logan County.

Budget Summary

Planning	$	-
Organization	$	-
Equipment	$	5,200.00
Training	$	-
Exercise	$	-
Total	**$**	**5,200.00**

The responses in the next section should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Colorado Homeland Security Strategic Implementation Plan.

Describe threats and hazards that create the need for the project: (1250 Character Max)

The functional capability of critical public facilities that provide sheltering reduces the effectiveness of remote shelters to service evacuees or travelers during wildland fires, severe winter storms and tornados is impaired due to the lack of sheltering supplies.

Capability Gap(s) Addressed by the project: (1250 Character Max)

The NEAHR THIRA identifies sheltering as capability gap, especially in rural and isolated areas.

How Will Project Reduce Capability Gap(s)? (1250 Character Max)

Remote shelters in Logan county do not have adequate sheltering supplies.

Does this investment focus on building new capabilities or sustain existing? New Capabilities (Building)

Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2014 funds: (1250 Character Max)

Regional support of sheltering has been an increasing focus of the region. These tend to be in rural areas and smaller cities and towns with less financial resources.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Local agencies receiving funds for critical infrastructure improvements are responsible for maintaining these improvements.

Provide an explanation of regional impact of this project: (1250 Character Max)

Remote shelters in Logan County serve adjacent counties.

Primary Capability:	Recover - Mass Care Services
Does this investment require any work on existing structures?	No
Project Management Step Involved:	Initiate
Mission Area:	Response
Fusion Center:	N/A

Budget Summary

COLORADO
Division of Homeland Security
& Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 9

Northeast (NER) City of Greeley

19SHS20NER

Worksheet (Project) Title: Sheltering

Planning	$	-
Organization	$	-
Equipment	$	5,200.00
Training	$	-
Exercise	$	-
Total	**$**	**5,200.00**

Line Item Reference #	Specific Receiving Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
Solution Area: PLANNING									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: ORGANIZATION									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EQUIPMENT									
1	Logan County OEM	Sheltering equipment and supplies		No	No	No	1.00	5,200.00	$ 5,200.00
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ 5,200.00**
Solution Area: TRAINING			DHS Course #						
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
Solution Area: EXERCISE									
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**

COLORADO
Division of Homeland Security & Emergency Management
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Budget Details by Project

Worksheet (project) 10

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Region owned equipment maintenance

Project Zip Code Location: 80525 | Project Type: Active

Investment Justification:	Community Preparedness & Emergency Public Information and Warning	Does this project support a fusion center?	No
Goals:	Goal 4: RESPONSE	Does this project support a NIMS Typed Resource?	No
	Enhance Colorado's ability to save lives, to protect property and the environment, and to meet basic human needs during all-hazards events.	Are the Assets / Activities of this project deployable?	No
		Are the Assets / Activities of this project shareable?	Yes

Describe project and activities that will be implemented, include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as possible: (1250 Character Max)

This project maintains region owned equipment. Included are supplies for Rapid Tag and credentialing system, credentialing licenses, batteries and maintenance of radio caches, trailers, and other regionally owned equipment intended for deployment throughout the region.

Budget Summary

Planning	$	-
Organization	$	-
Equipment	$	7,600.00
Training	$	-
Exercise	$	-
Total	**$**	**7,600.00**

The responses in the next section should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Colorado Homeland Security Strategic Implementation Plan.

Describe threats and hazards that create the need for the project: (1250 Character Max)

All threats identified in the regional THIRA require the deployment of credentialing systems, radio caches and other regional equipment. This is especially important in rural areas of the region.

Capability Gap(s) Addressed by the project: (1250 Character Max)

Reginal owned equipment was and is intended to address gaps in response capabilities.

How Will Project Reduce Capability Gap(s)? (1250 Character Max)

Maintenance of region owned equipment will insure that this equipment is available for deployment throughout the region. There is currently no funds designated in current of past HS grants for maintenance.

Does this investment focus on building new capabilities or sustain existing? New Capabilities (Building)

Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2014 funds: (1250 Character Max)

Past HS grants has purchased equipment for credentialing, communication and providing of special equipment across the region. Funds for maintenance of this equipment has not been included in past grants.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

This project will provide a long-term solution to the maintenance of region owned equipment.

Provide an explanation of regional impact of this project: (1250 Character Max)

All equipment maintained by this project is deployable throughout the region.

Primary Capability:	Common - Operational Coordination
Does this investment require any work on existing structures?	No
Project Management Step Involved:	Initiate
Mission Area:	Response
Fusion Center:	N/A

Budget Summary

COLORADO
Division of Homeland Security & Emergency Management
Department of Public Safety

Budget Details by Project

Worksheet (project) 10

Northeast (NER) | City of Greeley

19SHS20NER

Worksheet (Project) Title: Region owned equipment maintenance

Planning	$	-
Organization	$	-
Equipment	$	7,600.00
Training	$	-
Exercise	$	-
Total	**$**	**7,600.00**

Line Item Reference #	Specific Receiving Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
	Solution Area: PLANNING								
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
	Solution Area: ORGANIZATION								
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
	Solution Area: EQUIPMENT								
1	NEAHR	Maintenance of region owned equipment, supplies for rapid Tag and credentialing systems, credentialing licenses, maintenance of radio caches, and other equipment owned by the region.		No	No	No	1.00	7,600.00	$ 7,600.00
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ 7,600.00**
	Solution Area: TRAINING		DHS Course #						
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**
	Solution Area: EXERCISE								
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
								Subtotal:	**$ -**

Council Agenda Summary

September 17, 2019

Agenda Item Number 12

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

Title:
Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD (Planned Unit Development) to C-H (Commercial High Intensity) zoning for approximately 5.50 acres of property located at 2600 36th Avenue known as the 2600 36th Avenue – Gateway Self-storage Rezone

Summary:
The City of Greeley is considering a request from Jeff Engleman to rezone approximately 5.50 acres of property located at 2600 36th Avenue from PUD (Planned Unit Development) to C-H (Commercial High Intensity) zoning.

The Planning Commission considered the request on September 10, 2019.

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 quasi-judicial process.

Other Issues and Considerations:
None noted.

Applicable Council Priority and Goal:
Consistency with Comprehensive Plan and Development Code standards.

Decision Options:
1) Introduce the ordinance as presented; or
2) Amend the ordinance and introduce as amended; or

3) Deny the ordinance; or
4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:
A motion to introduce the ordinance and schedule the public hearing and final reading for October 1, 2019.

Attachments:
Ordinance
Vicinity Map

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

CASE NO. ZON2018-0005

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM PUD (PLANNED UNIT DEVELOPMENT) TO C-H (COMMERCIAL HIGH INTENSITY) ZONING FOR APPROXIMATELY 5.50 ACRES OF PROPERTY KNOWN LOCATED AT 2600 36TH AVENUE KNOWN AS THE 2600 36TH AVENUE – GATEWAY SELF-STORAGE REZONE

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as PUD (Planned Unit Development) to C-H (Commercial High Intensity), in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

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, THIS _____ DAY OF ________________________, 2019.

ATTEST: THE CITY OF GREELEY

_________________________________ ___________________________________

City Clerk Mayor

Legal Description

LOTS 6, 7 AND 8, BLOCK 1, GATEWAY PARK FILING NO.3, FIRST REPLAT, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, TOGETHER WITH THE EAST HALF OF VACATED 36TH AVENUE ADJACENT THERETO AS DESCRIBED IN ORDINANCE NO. 51, 2000, CASE NO. V/D 700 RECORDED OCTOBER 20, 2000 AT RECEPTION NO. 2801682, AND THAT PORTION DEDICATED AS A PART OF 36TH AVENUE AS SHOWN ON 36TH AVENUE - STREET DEDICATION MAP RECORDED MARCH 5, 1996 AT RECEPTION NO. 2479404, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

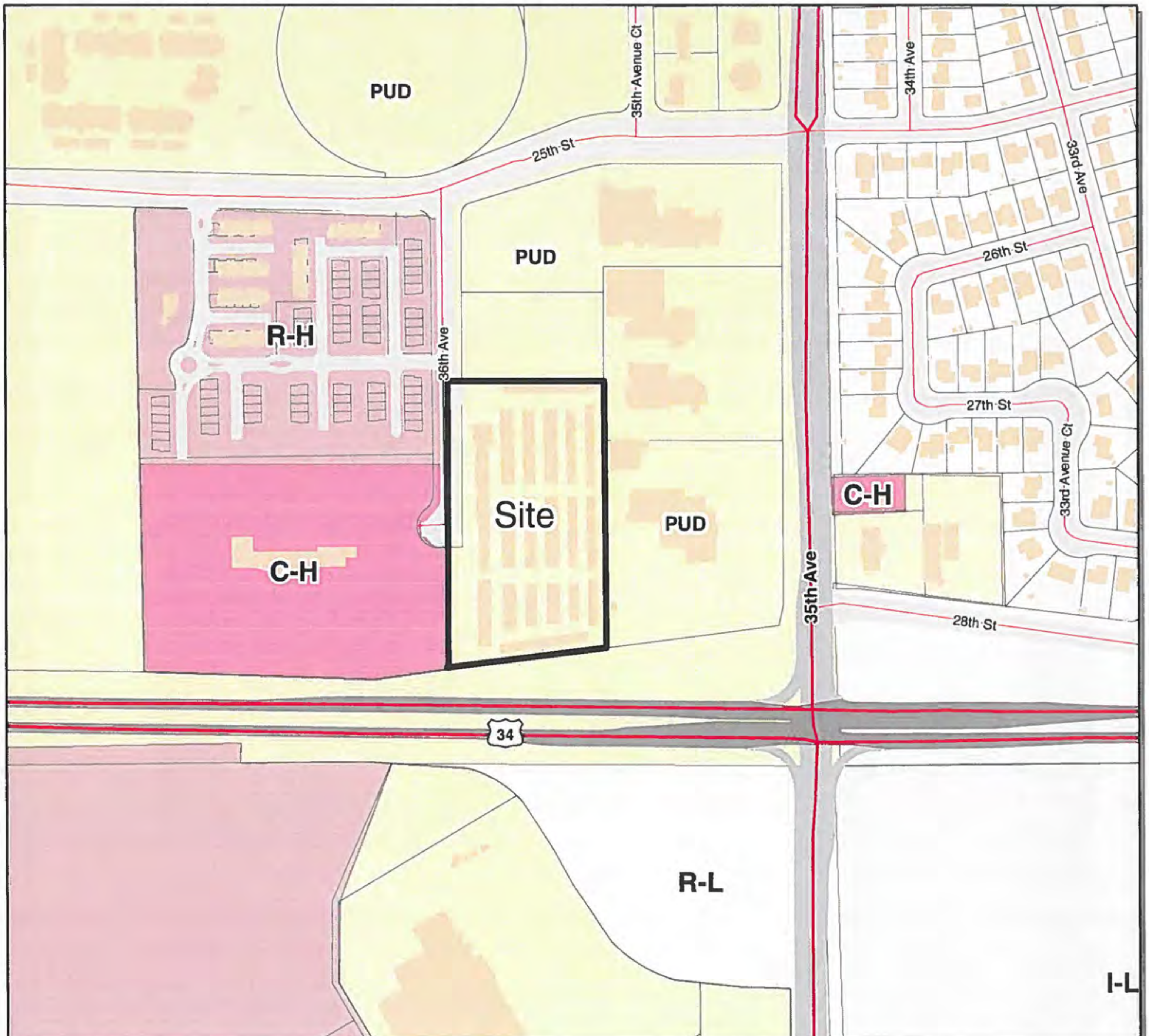
BASIS OF BEARINGS: ASSUMING THE EAST LINE OF LOTS 6, 7 AND 8, BLOCK 1, GATEWAY PARK FILING NO. 3 FIRST REPLAT, AS MONUMENTED BY A NO. 5 REBAR WITH A 1 INCH PLASTIC CAP STAMPED PLS 27269 AT THE NORTHEAST CORNER OF SAID LOT 6 AND A NO. 5 REBAR WITH A 1 INCH PLASTIC CAP STAMPED PLS 7242 AT THE SOUTHEAST CORNER OF SAID LOT 8 TO BEAR SOUTH 00°46'32" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 629.86 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EAST LINE OF SAID LOTS 6, 7 AND 8 SOUTH 00°46'32” EAST A DISTANCE OF 629.86 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE ALONG THE SOUTH LINE OF SAID LOT 8 SOUTH 81°47'10” WEST A DISTANCE OF 369.30 FEET TO THE SOUTHWEST CORNER OF SAID VACATED 36TH AVENUE; THENCE ALONG THE WEST LINE OF SAID VACATED 36TH AVENUE EXTENDED NORTH 00°45'50” WEST A DISTANCE OF 677.80 FEET TO THE EXTENDED NORTHERLY LINE OF SAID LOT 6; THENCE ALONG THE EXTENDED AND NORTHERLY LINE OF SAID LOT 6, NORTH 89°14'40” EAST A DISTANCE OF 366.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 239,380 SQ. FT. OR 5.50 ACRES MORE OR LESS.

City of Greeley Colorado

Zoning/Vicinity Map
2600 36th Avenue - Gateway Self-Storage



Legend

StreetCenterlines

CLASSIFICATION

- Expressway
- Arterials
- Local, Collectors
- Unknown
- City Limits
- Building
- Weld Parcels

ZON2018-0005

0 500 1,000 Feet

Council Agenda Summary

September 17, 2019

Agenda Item Number 13

Key Staff Contact: Renee Wheeler, Finance Director, 350-9732

Title:
Introduction and first reading of an ordinance authorizing a Site Lease and Lease Purchase Agreement between the City of Greeley, Colorado, and Zions Bancorporation, National Association (solely in its capacity as Trustee) for the purpose of financing public buildings; approving not to exceed $12,500,000 principal amount of Certificates of Participation, Series 2019 in connection therewith; authorizing Officials of the City to take all action necessary to carry out the transactions contemplated hereby; and related matters

Summary:
With the assistance of Hilltop Securities, Inc. as the City's Financial Advisors and Kutak Rock, LLP, the City's bond counsel, the City of Greeley will be issuing Certificates of Participation (COP's) to fund the construction of Fire Station 2 (2301 Reservoir Road) and Fire Station 6 (Promontory area station). This essentially means that the City is marketing portions of a lease guaranteed by the stations and the the parcels of land where the stations are located. There are several draft documents attached to provide examples of what will be completed as the transaction is competitively marketed. Based on the information available currently, the principal of the lease of $10,625,000 that together with the expected premium will yield $12,306,479. The Fire Station 2 and 6 projects will receive a total of $12,100,000.00 and the issuance costs will be paid with the remainder. The transactions are handled by Zions Bancorporation as the paying agent. The payments will be scheduled over 20 years and average $425,000 (interest only) until the police stations debt is paid off in 2024. Following that, principal will be added for average payments of $955,000 through 2039. These payments will be paid with the .16% public safety sales tax that was extended by Greeley citizens last year through 2042. This amount was anticipated at the time the sales tax extension was presented to the voters.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	$12.1M fire station projects proceeds
What is the annual impact?	Debt service payments of $425,000 annually (interest only) through 2024 when the Police Building debt is paid off and then the annual payments average $955,000 annually (principal and interest)

What fund of the City will provide Funding?	
What is the source of revenue within the fund?	.16% public safety sales tax
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:
This matter has been reviewed by the City Attorney's Office, as well as the City's bond counsel.

Other Issues and Considerations:
Project Description:

One of the fire stations to be constructed is Fire Station No. 2 ("Station No. 2"). Station No. 2 is expected to be constructed on the same site where the current station is located and replace the current facilities upon completion of its construction. According to current construction plans, Station No. 2 is anticipated to be an approximately 12,490 square-foot building capable of housing 18 personnel (expected to be 6 crew members per day) and would include an engine bay, a transport ambulance, one brush truck/reserve engine, eight bunk rooms and one exam room. The existing training tower is expected to be demolished as a part of the construction of Station No. 2. Construction on Station No. 2 is expected to commence in early November, 2019.

The other new fire station to be constructed is Fire Station No. 6 ("Station No. 6" and, together with Station No. 2, the "Fire Stations"). As currently planned, Station No. 6 is anticipated to be an approximately 18,470 square-foot building capable of housing up to 33 personnel (expected to be 11 crew members per day) and would include an engine bay, a battalion chief bay/trench, a specialized rescue trailer bay, a ladder company, a hazmat truck, a transport ambulance, a brush truck/water tender bay, 13 bunk rooms and one exam room. Additionally, Station No. 6 is planned to include a police substation that would be available to the City's police department, as well as a community room for public meetings. Construction on Station No. 6 is expected to commence in late November, 2019.

The City has selected SCH, Denver, Colorado, to design the Project, pursuant to design contracts dated August 28, 2019 for Station No. 2 and September 13, 2019 for Station No. 6 (collectively, the "Design Contracts"). The Project is to be constructed by Golden Triangle Construction, L as general contractor (the "General Contractor"), pursuant to Construction Manager at Risk contracts dated September 19, 2019 for Station No. 2 and October 4, 2019 for Station No. 6 (collectively, the "Construction Contracts"). The Construction Contracts aim to maximize the involvement of the design and construction teams from the beginning of the Project in order to arrive at guaranteed maximum prices for the final construction of the Project, thereby minimizing the City's risk associated with construction costs. The principal amount of the Series 2019 Certificates was determined based upon cost estimates for the Project. In the event of cost overruns, the City would work with the General Contractor to value engineer the Project in order to keep its cost within the guaranteed maximum prices established by the Construction Contracts.

Debt Status:

Neither the lease nor any Series 2019 Certificate constitutes a general obligation or other indebtedness of the City. Neither the lease nor any Series 2019 Certificate constitutes a multiple fiscal year direct or indirect debt or other financial obligation of the City or obligates the City to make any payments beyond those appropriated for any fiscal year in which the lease is in effect. The lease is subject to annual renewal by the City.

Applicable Council Priority and Goal:

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

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

Decision Options:

1) 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 October 1, 2019.

Attachments:

Authorizing Ordinance
Site Lease
Lease Purchase Agreement
Indenture of Trust
Preliminary Official Statement

CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2019

FOR AN ORDINANCE AUTHORIZING A SITE LEASE AND LEASE PURCHASE AGREEMENT BETWEEN THE CITY OF GREELEY, COLORADO, AND ZIONS BANCORPORATION, NATIONAL ASSOCIATION (SOLELY IN ITS CAPACITY AS TRUSTEE) FOR THE PURPOSE OF FINANCING PUBLIC BUILDINGS; APPROVING NOT TO EXCEED $12,500,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION, SERIES 2019 IN CONNECTION THEREWITH; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

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

Section 1. Findings. The City Council of the City of Greeley, Colorado (the "Council" and the "City," respectively) hereby finds and determines as follows:

(a) The City is authorized, pursuant to Section 31-15-801, Colorado Revised Statutes, as amended, the City's home rule powers and Section 3-5 of the City's Home Rule Charter to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property.

(b) In order to provide for the capital asset needs of the City, the Council has determined and hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake lease purchase financing of sites, buildings, equipment and other property for use by the City for governmental or proprietary purposes.

(c) The City has determined to acquire public buildings for use by the City government, including three facilities to be used as fire stations (the "Project"), to be constructed on land currently owned by the City.

(d) To provide financing for the acquisition and construction of the Project, Certificates of Participation, Series 2019 (the "Series 2019 Certificates") in an aggregate amount not to exceed $12,500,000 will be sold and executed and delivered pursuant to an Indenture of Trust (the "Indenture") entered into by Zions Bancorporation, National Association (the "Trustee").

(e) In connection with the Series 2019 Certificates, it will be necessary to execute and deliver a Site Lease (the "Site Lease") and a Lease Purchase Agreement (the "Lease") between the City and the Trustee.

(f) The Series 2019 Certificates will be sold to an underwriter (the "Underwriter") by competitive sale pursuant to the terms of a Notice of Sale (the "Notice of Sale").

(g) There will be prepared, executed and distributed in connection with the sale of the Series 2019 Certificates a Preliminary Official Statement (the "Preliminary Official Statement") and a final Official Statement (the "final Official Statement" and together with the Preliminary Official Statement, the "Official Statement") summarizing the documents filed for public inspection with the City Clerk in connection with this Ordinance and containing information about the City, the Leased Property (as defined in the Lease) and other matters material to potential purchasers of the Series 2019 Certificates. At such time as the Preliminary Official Statement is available in substantially final form, the Finance Director is authorized to certify that it is in near-final form.

Section 2. Ratification of Actions. All action heretofore taken, not inconsistent with the provisions of this ordinance (the "Ordinance"), by the Council or the officers of the City, directed toward the implementation of the Project, including the preparation of the forms of Site Lease, Lease, Indenture, the Notice of Sale and Official Statement and related documents, are hereby ratified, approved and confirmed.

Section 3. Findings; Authorizations. The Council hereby finds and determines, pursuant to the City's home rule powers and the laws of the State of Colorado, that the Project is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the Council hereby authorizes the Project.

Section 4. Approval and Execution of Documents; City Representatives. The Site Lease, the Lease, the Indenture, the Notice of Sale and the Official Statement, in substantially the forms filed in the office of the City Clerk prior to the final adoption of this Ordinance, are in all respects approved, authorized and confirmed, and the Mayor or the Mayor Pro Tem of the City are hereby authorized and directed to execute and deliver, and the City Clerk of the City or any Deputy or Assistant City Clerk are hereby authorized and directed to affix the seal of the City to, and attest, the Site Lease and the Lease, in substantially the forms filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and are approved by bond counsel or the City Attorney. The Council hereby designates the City Manager and the Director of Finance (and any persons authorized by law to act on their behalf in their absence) to act as "City Representatives" under the Lease and any related documents. In the event that bond insurance or other credit enhancement is deemed advantageous to the City in connection with the Series 2019 Certificates by the City Representatives, they may insert provisions, not inconsistent herewith, required by the provider of such credit enhancement. Prior to the execution of the Site Lease, the Lease or any other instrument contemplated by this Ordinance, or the issuance of the Series 2019 Certificates, the final Base Rentals due under the Site Lease and Lease, and the principal amount, interest rates and other terms of the Series 2019 Certificates, not inconsistent herewith, shall be approved by a certificate executed by the Finance Director (the "Final Terms Certificate") not later than December 31, 2019.

Section 5. The Series 2019 Certificates. The Council hereby acknowledges and consents to the sale, execution and delivery of the Series 2019 Certificates pursuant to the Indenture. The Council hereby acknowledges and approves the forms, terms and provisions of the Series 2019 Certificates contained in the Indenture, in substantially the form filed with the City Clerk prior to the final adoption of this Ordinance.

The Series 2019 Certificates shall be issued in a principal amount not to exceed $12,500,000, shall mature not later than December 1, 2039, shall bear interest at a net effective interest rate not exceeding 4.50%, and may be made subject to redemption at redemption prices which may include redemption premiums not exceeding 3% of their principal amount, all as may be approved by Final Terms Certificate. The proceeds of the Series 2019 Certificates shall be used to accomplish the Project in the manner required under the Site Lease, the Lease and the Indenture.

Section 6. Additional Documents. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor, the Mayor Pro Tem and the City Representatives are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance. The appropriate officers of the City are also authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this Ordinance.

Section 7. No General Obligation or Other Indebtedness. The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the Council and constitutes an undertaking of the City to make current expenditures. No provision of this Ordinance, the Lease, the Indenture, the Notice of Sale or the Series 2019 Certificates shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year. The City shall have no obligation to make any payment with respect to the Series 2019 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments are subject to termination and nonrenewal by the City in accordance with the provisions of the Lease.

Section 8. Expression of Need; Reasonable Rentals. The City hereby declares its current need for the Leased Property, which is considered to be essential to the governmental operations of the City. It is hereby declared to be the present intention and expectation of the Council that the Lease will be renewed annually until all of the Leased Property is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the City.

The maximum Base Rentals payable under the Lease shall be an amount which would provide Revenues, as defined in the Lease, sufficient to pay the maximum principal and interest authorized herein for the Series 2019 Certificates. The Council hereby determines and declares that the Base Rentals due under the Lease will represent the fair value of the use of the Leased Property and the Purchase Option Price (as defined in the Lease) will represent, as of any date upon which the City may exercise its option to purchase such Leased Property, the fair purchase price of such Leased Property. The Council further hereby determines and declares that the Base Rentals due under the Lease will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Leased Property pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring and installing the Leased Property, the uses and purposes for which the Leased Property will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and installation of the Leased Property and the use of the Leased Property pursuant to the terms and provisions of the Lease, the City's option to purchase the Leased Property, and the expected eventual vesting of title to the Leased Property in the City. The Council hereby determines and declares that the acquisition and installation of the Leased Property and the leasing of the Leased Property pursuant to the Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Leased Property were performed by the City other than pursuant to the Lease. The Council hereby determines and declares that the maximum duration of the portion of the Lease allocable to any item of Leased Property separately identified in the Lease will not exceed the weighted average useful life of such item of Leased Property.

Section 9. Severability. If any section, paragraph, clause or provision of this Ordinance or the Lease (other than provisions as to the payment of Base Rentals by the City during the term of the Lease, provisions for the quiet enjoyment of the Leased Property by the City during the term of the Lease, and provisions for the transfer of the Leased Property to the City under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 10. Repealer of Measures. All acts, orders, resolutions, ordinances or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof heretofore repealed.

Section 11. Publication and Effective Date. Following passage of this Ordinance on first reading, it shall be published in full in the Greeley Daily Tribune, a legal newspaper of general circulation in the City. There shall be added to the publication of this Ordinance before its consideration for final passage, a notice of hearing in substantially the following form:

> The Council will consider said ordinance for final passage and hold a public hearing thereon at a regular Council meeting to be held at the Council Chambers at City Center, on Tuesday, October 1, 2019, commencing at the hour of _____ __.m.

Immediately upon its final passage, this Ordinance shall be recorded in the City book of ordinances kept for that purpose, shall be authenticated by the signatures of the Mayor and the City Clerk, and shall be published in full in the Greeley Daily Tribune. The City Clerk is hereby authorized to include in such publications any additional information the City Clerk may deem necessary or appropriate. This Ordinance shall take effect on the fifth day following its final publication.

INTRODUCED on September 17, 2019.

ADOPTED AND APPROVED on October 1, 2019.

[CITY SEAL]

____
Mayor

Attest:

By __________________________________
City Clerk

KUTAK ROCK LLP
DRAFT 08/06/2019

AFTER RECORDING PLEASE RETURN TO:
Kutak Rock LLP
1801 California Street, Suite 3000
Denver, CO 80202
Attention: Daniel C. Lynch, Esq.

SITE LEASE

by and between

THE CITY OF GREELEY, COLORADO,
as Site Lessor

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
solely in its capacity as Trustee under an Indenture of Trust dated as of the date hereof,
as Site Lessee

Dated as of November 1, 2019

TABLE OF CONTENTS

SITE LEASE

THIS SITE LEASE dated as of November 1, 2019 (this "Site Lease"), by and between **THE CITY OF GREELEY, COLORADO**, a home rule municipal corporation and political subdivision of the State of Colorado (the "State") as site lessor (the "City"), and **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, solely in its capacity as trustee under an Indenture of Trust dated as of the date hereof, and its successors and assigns, as site lessee (in its capacity as trustee, the "Trustee").

W I T N E S S E T H :

WHEREAS, the City is a duly and regularly created, organized and existing body corporate and politic of the State, existing as such under the Constitution and statutes of the State; and

WHEREAS, the City is the owner of the Site Leased Property (described in Exhibit A hereto); and

WHEREAS, the City is authorized, pursuant to Section 31-15-801, Colorado Revised Statutes, as amended, the City's home rule powers and Section 3-5 of the City's Home Rule Charter (the "Charter"), to purchase and hold real and personal property and to lease the same, either as lessee or lessor; and

WHEREAS, the City is authorized by its Charter and Code of Ordinances (the "Code"), to provide for financing public buildings or equipment for any governmental purpose through one or more lease purchase agreements; and

WHEREAS, the Trustee (a) is a national banking association duly organized and existing under the laws of the United States of America, (b) is duly qualified to do business in the State, (c) is executing and delivering and will perform its obligations under this Site Lease as trustee under the Indenture of Trust dated as of the date hereof by the Trustee (the "Indenture") pursuant to which there are being executed and delivered the "Certificates of Participation, Series 2019, evidencing undivided interests in the right to receive certain revenues payable by the City of Greeley, Colorado under a Lease Purchase Agreement dated as of November 1, 2019" (the "Series 2019 Certificates") and (d) in its capacity as Trustee, (i) will lease the Site Leased Property hereunder and (ii) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to lease the Site Leased Property and to execute, deliver and perform its obligations under this Site Lease; and

WHEREAS, the City has determined that the lease of the Site Leased Property to the Trustee pursuant to this Site Lease is in the best interests of the City and its residents; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease Purchase Agreement dated as of the date hereof (the "Lease") between the Trustee, as lessor and the City, as lessee.

Section 2. Representations, Covenants and Warranties of Trustee. The Trustee represents, covenants and warrants that:

(a) The Trustee (i) is a national banking association duly organized and existing under the laws of the United States of America, (ii) is duly qualified to do business in the State and (iii) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to lease the Site Leased Property from the City and to execute, deliver and perform its obligations hereunder.

(b) The execution, delivery and performance of this Site Lease by the Trustee has been duly authorized by the Trustee.

(c) This Site Lease is enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State of Colorado and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) The execution, delivery and performance of the terms of this Site Lease by the Trustee does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Site Lease, the Lease or the Indenture, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Trustee.

(e) To the best of its knowledge, there is no litigation or proceeding pending or threatened against the Trustee or any other Person affecting the right of the Trustee to execute, deliver or perform its obligations under this Site Lease.

Section 3. Representations, Covenants and Warranties of City. The City represents, covenants and warrants that:

(a) The City is authorized under its Charter and Code, and all other applicable law, to lease the Site Leased Property to the Trustee and to execute, deliver and perform its obligations under this Site Lease.

(b) The lease of the Site Leased Property to the Trustee pursuant to this Site Lease serves a public purpose and is in the best interests of the City and its residents.

(c) The execution, delivery and performance of this Site Lease by the City has been duly authorized by the City.

(d) This Site Lease is enforceable against the City in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State of Colorado and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(e) The execution, delivery and performance of the terms of this Site Lease by the City does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Site Lease, the Lease or the Indenture, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the City.

(f) There is no litigation or proceeding pending or threatened against the City or any other Person affecting the right of the City to execute, deliver or perform the obligations of the City under this Site Lease.

(g) No provision of the Series 2019 Certificates, the Indenture, the Lease or this Site Lease shall be construed or interpreted (i) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (iii) as a delegation of governmental powers by the City; (iv) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (v) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

Section 4. Lease and Terms. The City hereby leases to the Trustee and the Trustee hereby leases from the City, on the terms and conditions hereinafter set forth, the Site Leased Property, which consists of the real property and the improvements thereon described in Exhibit A attached hereto and made a part hereof, subject to Permitted Encumbrances (as defined in the Lease).

The term of this Site Lease shall commence on the date hereof and shall end on December 31, 20__ (the "Site Lease Termination Date"); provided that, if prior to the Site Lease Termination Date, the interest of the Trustee in the Site Leased Property has been conveyed to the City pursuant to Article IX of the Lease, then the term of this Site Lease shall end on the date of such conveyance.

Section 5. Rent and Payment. The City acknowledges receipt from the Trustee as rent and payment hereunder, in full, the lump-sum of [COP PURCHASE PRICE] ($___________) and other good and valuable consideration, for application by the Trustee pursuant to the Indenture.

Section 6. Purpose. The Trustee shall use the Site Leased Property for the purpose of subletting the same to the City pursuant to the Lease; provided that upon the occurrence of an

Event of Nonappropriation or an Event of Default under the Lease or Event of Default under the Indenture, the City shall vacate the Site Leased Property as provided in the Lease, the Trustee may exercise the remedies provided in the Lease and the Indenture and the Trustee may use or sublet the Site Leased Property for any lawful purposes.

Section 7. Owner in Fee. The City covenants that it is the owner in fee of the Site Leased Property, subject only to Permitted Encumbrances (as defined in the Lease).

Section 8. Assignments and Subleases.

(a) Unless an Event of Nonappropriation or an Event of Default under the Lease shall have occurred and except as may otherwise be provided in the Lease, the Trustee may not assign its rights under this Site Lease or sublet the Site Leased Property without the written consent of the City.

(b) In the event that (i) the Lease is terminated for any reason and (ii) this Site Lease is not terminated, the Trustee may sublease the Site Leased Property or any portion thereof or sell or assign its interest in this Site Lease. Except as provided in this Site Lease, the City and the Trustee agree that, except as may otherwise be provided in the Lease, neither the City nor the Trustee will sell, mortgage or encumber the Site Leased Property or any portion thereof during the term of this Site Lease.

Section 9. Right of Entry. The City reserves the right, so long as no Event of Nonappropriation or Event of Default shall have occurred under the Lease, for any of its duly authorized representatives to enter upon the Site Leased Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 10. Termination. The Trustee agrees, upon the termination of this Site Lease, to quit and surrender the Site Leased Property to the City, and agrees that any fixtures, permanent improvements and structures existing as a part of the Site Leased Property at the time of the termination of this Site Lease shall remain thereon and all legal interests of the Trustee thereto shall vest in the City. The Trustee and any sublessee or assignee shall execute and deliver, upon request by the City, any instrument of transfer, conveyance or release necessary or appropriate to confirm the vesting of such legal interests in the City.

Section 11. Default. In the event the Trustee shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Trustee, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and except for any other exceptions enumerated in the Lease. In addition, so long as the Lease is in effect, this Site Lease shall not be terminated except as described in Section 10 hereof.

Section 12. Quiet Enjoyment and Acknowledgment of Ownership. The Trustee at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy the Site Leased Property, subject to the provisions of the Lease, and the City hereby acknowledges that the Trustee shall have a leasehold interest in the Site Leased Property, subject to the Lease.

Section 13. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Trustee are solely liabilities of the Trustee, and the City hereby releases each and every member, director, employee and officer of the Trustee of and from any personal or individual liability under this Site Lease. No member, director, employee or officer of the Trustee shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Trustee hereunder.

Section 14. Taxes; Maintenance; Insurance.

(a) During the Lease Term of the Lease and in accordance with the provisions of the Lease, the City covenants and agrees to perform its obligations under the Lease with respect to the payment of any and all assessments of any kind or character and all taxes levied or assessed upon the Site Leased Property, and all maintenance costs, insurance premiums and costs and utility charges in connection with the Site Leased Property, subject to the terms of the Lease.

(b) In the event that (i) the Lease is terminated for any reason, (ii) this Site Lease is not terminated and (iii) the Trustee subleases all or any portion of the Site Leased Property or sells an assignment of its interest in this Site Lease, the Trustee or any sublessee or assignee of the Site Leased Property shall solely from the proceeds of such leasing or sale, obtain and keep in force all insurance that it is required to maintain under the Lease, pay or cause to be paid when due all taxes and assessments imposed thereon and maintain the Site Leased Property in good condition.

Section 15. Damage, Destruction or Condemnation. The provisions of the Lease shall govern with respect to any damage, destruction or condemnation of the Site Leased Property during the Lease Term of the Lease. In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated and (c) either (i) the Site Leased Property or any portion thereof is destroyed (in whole or in part) or damaged by fire or other casualty, (ii) title to, or the temporary or permanent use of the Site Leased Property or any portion thereof or the estate of the City, the Trustee or any sublessee or assignee of the Trustee in the Site Leased Property or any portion thereof, shall be taken under the exercise of the power of eminent domain, (iii) breach of warranty or any material defect with respect to the Site Leased Property shall become apparent, or (iv) title to or the use of all or any portion of the Site Leased Property shall be lost by reason of defect in the title thereto, the Trustee or any sublessee or assignee of the Trustee shall cause any Net Proceeds of any insurance, performance bonds, condemnation award or any Net Proceeds received as a consequence of default or breach of warranty under any Project Contract relating to the Site Leased Property or other contract relating to the Site Leased Property to be applied in accordance with the provisions of Section 8.08 of the Lease.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Compliance with Requirements of Law. To the best knowledge of the City: (a) the Site Leased Property has at all times been operated in substantial compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the Site Leased Property have been obtained and are in full force and effect and the City is in substantial compliance with the material terms and conditions of such permits; (c) there is no pending litigation, investigation, administrative or other proceeding of any kind before or by any governmental authority or other Person relating to, or alleging, any violation of any Requirements of Law in connection with the Site Leased Property and there are no grounds on which any such litigation, investigation or proceedings might be commenced; and (d) the Site Leased Property is not subject to any judgment, injunction, writ, order or agreement respecting any Requirements of Law.

Section 18. No Merger. The City and the Trustee intend that the legal doctrine of merger shall have no application to this Site Lease and that neither the execution and delivery of the Lease by the Trustee and the City nor the exercise of any remedies under this Site Lease or the Lease shall operate to terminate or extinguish this Site Lease or the Lease, except as specifically provided herein and therein.

Section 19. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns, subject, however, to the limitations set forth in Section 8 hereof.

Section 20. Trustee and City Representatives. Whenever under the provisions hereof the approval of the Trustee or the City is required, or the City or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Trustee by the Trustee Representative and for the City by the City Representative, and the Trustee and the City shall be authorized to act on any such approval or request.

Section 21. Notices to Moody's. All notices, certificates or other communications given to the Owners hereunder shall also be given to Moody's.

Section 22. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally, by Electronic Means or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses indicated in the Lease, or to such other addresses as the respective parties may from time to time designate in writing.

Section 23. Amendments, Changes and Modifications. Except as otherwise provided herein, this Site Lease may not be effectively amended, changed, modified or altered other than by the execution of a subsequent document in the same manner as this Site Lease is executed.

Section 24. Events Occurring on Days That Are Not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Site Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Site Lease.

Section 25. Applicable Law. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Site Lease.

Section 26. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 27. Attorneys' Fees and Costs. In any dispute arising from or relating to this Site Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in enforcing or collecting upon any judgment, order or award.

Section 28. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 29. Limitations on Obligations of the City. No provision of the Series 2019 Certificates, the Indenture, the Lease or this Site Lease shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the City; (d) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

Section 30. Execution. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Lease Agreement.

IN WITNESS WHEREOF, the City and the Trustee have caused this Site Lease to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

[SEAL]

THE CITY OF GREELEY, COLORADO

By ____________________________________
Mayor

Attest:

By ___________________________
City Clerk

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, solely in its capacity as trustee under the Indenture

By ____________________________________
Stephanie Nicholls, Zions Bank Division

[Signature Page to Site Lease]

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ___ day of November, 2019, by John Gates and Betsy Holder, as Mayor and City Clerk, respectively, of the City of Greeley, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

____
Notary

My commission expires:

____

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of November, 2019, by Stephanie Nicholls, as authorized signatory of Zions Bancorporation, National Association, Zions Bank Division.

WITNESS my hand and official seal.

[NOTARIAL SEAL]

____
Notary Public

My Commission Expires:

____

EXHIBIT A

DESCRIPTION OF THE SITE LEASED PROPERTY

[To be inserted]

KUTAK ROCK LLP
DRAFT 08/06/2019

AFTER RECORDING PLEASE RETURN TO:
Kutak Rock LLP
1801 California Street, Suite 3000
Denver, CO 80202
Attention: Daniel C. Lynch, Esq.

LEASE PURCHASE AGREEMENT

by and between

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
solely in its capacity as Trustee under an Indenture of Trust dated as of the date hereof,
as Lessor

and

THE CITY OF GREELEY, COLORADO,
as Lessee

Dated as of November 1, 2019

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (this "Lease"), dated as of November 1, 2019 and entered into by and between **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing under the laws of the United States, solely in its capacity as trustee under the Indenture (defined herein) (in such capacity, the "Trustee"), and **THE CITY OF GREELEY, COLORADO** (the "City"), a political subdivision of the State of Colorado,

W I T N E S S E T H :

WHEREAS, the City is a political subdivision of the State of Colorado (the "State") duly organized and validly existing under the laws of the State; and

WHEREAS, the Trustee (a) is a national banking association that is duly organized, validly existing and in good standing under the laws of the United States; (b) is duly qualified to do business in the State; (c) is the lessee of the Site Leased Property (defined herein) pursuant to the Site Lease, dated as of the date hereof (the "Site Lease") between the City as site lessor and, the Trustee, acting solely in its capacity as trustee under the Indenture, as site lessee; and (d) is authorized, under its articles of incorporation and bylaws and applicable law, to act as trustee under the Indenture, to lease the Site Leased Property from the City, to lease the Leased Property (defined herein) to the City and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, pursuant to the Site Lease, the City has leased the Site Leased Property to the Trustee pursuant to the Site Lease; and

WHEREAS, the City is authorized, under its home-rule charter (the "Charter") and Code of Ordinances (the "Code"), to lease the Leased Property from the Trustee and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, the City Council of the City (the "Council") desires to finance the Project (defined below) with proceeds of the sale of Certificates (defined below); and

WHEREAS, the Trustee desires to lease the Leased Property to the City pursuant to this Lease and the City desires to lease the Leased Property from the Trustee pursuant to this Lease; and

WHEREAS, in order to finance the Project, the Series 2019 Certificates (defined below) shall be executed and delivered to the Owners thereof pursuant to the Indenture; and

WHEREAS, the Base Rentals and Additional Rentals (defined herein) payable by the City hereunder shall constitute currently appropriated expenditures of the City and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the City or a mandatory charge or requirement against the City in any Fiscal Year (defined below) beyond the Fiscal Year for which such payments have been appropriated; and

WHEREAS, the Series 2019 Certificates shall evidence undivided interests in the right to receive Lease Revenues (defined in the Indenture), shall be payable solely from the Trust Estate (defined in the Indenture) and no provision of the Series 2019 Certificates, the Indenture, the Site Lease or this Lease shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the City; (d) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution; and

WHEREAS, the execution, delivery and performance of this Lease by the Trustee has been duly authorized by the Trustee and, upon the execution and delivery of this Lease by the Trustee and the City, this Lease will be enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State of Colorado and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America; and

WHEREAS, the execution, delivery and performance of this Lease by the City has been duly authorized by the City and, upon the execution and delivery of this Lease by the City and the Trustee, this Lease will be enforceable against the City in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State of Colorado and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America; and

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the same meanings provided in the Indenture. The following capitalized terms shall have the following meanings in this Lease:

"*Additional Rentals*" means the costs and expenses incurred by the City in performing its obligations under this Lease with respect to the Leased Property, the Project, this Lease, the Site Lease, the Indenture, the Series 2019 Certificates and any matter related thereto; the costs and expenses incurred by the City in paying the reasonable fees and expenses of the Trustee pursuant to Sections 10.03 and 10.06 hereof; all amounts paid by the City to the Trustee to fund the Rebate Fund pursuant to Section 10.07 hereof, all amounts payable to Moody's under the Indenture and this Lease; and all other costs and expenses incurred by the City in connection with the foregoing; provided, however, that Additional Rentals do not include the Base Rentals or the Purchase Option Price.

"*Base Rentals*" means the payments by the City pursuant to Section 6.01 hereof, for and in consideration of the right to use the Leased Property during the Lease Term.

"*Base Rental Payment Date*" means one of the dates in the "Base Rental Payment Date" column in Exhibit D hereto, as from time to time amended or supplemented.

"*Business Day*" means any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Denver, Colorado are authorized by law to remain closed.

"*Certificates*" is defined in the Indenture.

"*Certificate Fund*" is defined in the Indenture.

"*City*" means the City of Greeley, Colorado.

"*City Representative*" means any officer of the Council, the City Manager and the Finance Director (and any persons authorized by law to act on their behalf in their absence), and any other person or persons designated to act on behalf of the City for the purposes of performing any act under this Lease, the Site Lease and the Indenture by a written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the City by any member of the Council. The identity of the City Representative may be changed by the City from time to time by furnishing a new certificate to the Trustee.

"*Code*" means the Code of Ordinances of the City.

"*Costs of the Project*" is defined in the Indenture.

"*Council*" means the City Council of the City.

"*Electronic Means*" means telecopy, facsimile transmissions, email transmissions or other similar means of communication providing evidence of transmission.

"*Equipment*" means the equipment and other personal property, if any, described in Exhibit C hereto, as such equipment and other personal property is modified pursuant to Sections 8.06, 8.07 or 8.08, and less any equipment or other personal property released from this Lease. There is initially no Equipment.

"*Event of Default*" means an event described in Section 12.01 hereof.

"*Event of Nonappropriation*" means an event described in Section 6.04(b) hereof.

"*Fiscal Year*" means the fiscal or budget year of the City, which begins on January 1 of each calendar year and ends on December 31 of the same calendar year.

"*Force Majeure*" means any event that is not within the control of the City or the Trustee, as applicable, including, without limitation: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; or breakage or accidents affecting machinery, transmission pipes or canals.

"*Improvements*" means the buildings, site improvements and other real property described in Exhibit B hereto, as such buildings, site improvements and other real property may be modified pursuant to Section 8.06 or 8.08 hereof.

"*Indenture*" means the Indenture of Trust dated as of the date hereof providing for the initial delivery of the Series 2019 Certificates to the Owners thereof, and any amendment or supplement thereto.

"*Independent Counsel*" means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the City or the Trustee.

"*Initial Term*" means the period commencing on the date the Series 2019 Certificates are initially delivered to the Owners thereof and ending on December 31, 2019.

"*Lease*" means this Lease Purchase Agreement and any amendment or supplement hereto.

"*Lease Term*" is defined in Section 4.01 hereof.

"*Leased Property*" means, collectively, the City's leasehold interest pursuant to the Lease in, collectively, the Site Leased Property, the Improvements, if any, and the Equipment, if any.

"*Moody's*" is defined in the Indenture.

"*Net Proceeds*" means (a) the gross proceeds received from any event referred to in Section 8.07(a) hereof or Section 8.08(a) hereof, *minus* (b) all expenses incurred in the collection of such gross proceeds or award. The trade-in of Equipment pursuant to Section 8.07(a)(ii) hereof shall be deemed to have generated gross proceeds for purposes of this definition in an amount equal to the credit received upon such trade-in.

"*Outstanding*" is defined in the Indenture.

"*Owners*" is defined in the Indenture.

"*Permitted Encumbrances*" means those items listed in Exhibit E hereto.

"*Person*" means any natural person, firm, corporation, partnership, limited liability company, state, political subdivision of any state, other public body or other organization or association.

"*Project*" is defined in the Indenture.

"*Purchase Option Price*" means the amount that the City must pay to purchase the Leased Property pursuant to Section 9.01 hereof.

"*Rebate Fund*" is defined in the Indenture.

"*Renewal Term*" means each Fiscal Year for which the City renews the Lease Term.

"*Requirement of Law*" means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to zoning, environmental, health or safety issues.

"*Scheduled Lease Term*" means the period from the commencement of the Initial Term through the date described in Section 4.01(b)(i) hereof.

"*Site Lease*" means the Site Lease dated as of the date hereof between the City, as site lessor, and the Trustee, solely in its capacity as trustee under the Indenture, as site lessee, pursuant to which the Site Leased Property is being leased by the City to the Trustee, and any amendment or supplement thereto.

"*Site Leased Property*" means the Property leased by the City to the Trustee pursuant to the Site Lease, which is the property described in Exhibit A hereto.

"*State*" means the State of Colorado.

"*Trust Estate*" is defined in the Indenture.

"*Trustee*" means Zions Bancorporation, National Association, or any successor thereto, acting solely in its capacity as trustee under the Indenture, and not in its own corporate capacity, or any successor trustee under the Indenture. Pursuant to Section 13.01 hereof, any successor trustee under the Indenture will automatically succeed to the interest of the previous trustee in the Leased Property and the previous trustee's rights, title, interest and obligations in, to and under this Lease.

"*Trustee Representative*" means any officer of the Trustee; and any other person or persons designated to act on behalf of the Trustee under this Lease and the Indenture by a written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Trustee by any officer of the Trustee. The identity of the Trustee Representative may be changed by the Trustee from time to time by furnishing a new certificate to the City.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of Trustee. The Trustee represents, covenants and warrants that:

(a) The Trustee (i) is a national banking association that is duly organized, validly existing and in good standing under the laws of the United States; (ii) is duly qualified to do business in the State; (iii) solely in its capacity as trustee under the Indenture, is the site lessee of the Site Leased Property pursuant to the Site Lease; and (iv) is authorized, under its articles of incorporation and bylaws and applicable law, to act as trustee under the Indenture, to lease the Site Leased Property from the City, to lease the Leased Property to the City and to execute, deliver and perform its obligations under this Lease.

(b) The execution, delivery and performance of this Lease by the Trustee has been duly authorized by the Trustee.

(c) This Lease is enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) The execution, delivery and performance of the terms of this Lease by the Trustee do not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, the Site Lease or the Indenture, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Trustee.

(e) There is no litigation or proceeding pending or to the best of its knowledge threatened against the Trustee or any other Person affecting the right of the Trustee to execute, deliver or perform its obligations under this Lease.

(f) The Trustee acknowledges and recognizes that this Lease will be terminated upon the occurrence of an Event of Nonappropriation, and that a failure by the City to appropriate funds in a manner that results in an Event of Nonappropriation is solely within the discretion of the Council.

Section 2.02. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants that:

(a) The City is a home-rule municipality and political subdivision of the State duly organized and validly existing under the laws of the State.

(b) Pursuant to the Site Lease, the City has leased the Site Leased Property to the Trustee.

(c) The City is authorized, under its Charter and Code, to lease the Leased Property from the Trustee and to execute, deliver and perform its obligations under this Lease.

(d) The execution, delivery and performance of this Lease by the City has been duly authorized by the Council.

(e) This Lease is enforceable against the City in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(f) The execution, delivery and performance of the terms of this Lease by the City do not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, the Site Lease or the Indenture, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the City.

(g) There is no litigation or proceeding pending or to the best of its knowledge threatened against the City or any other Person affecting the right of the City to execute, deliver or perform its obligations of the City under this Lease.

(h) The City will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Lease; the Leased Property is, and any Leased Property substituted for the initial Leased Property will be, property that is necessary and essential to the City's purpose and operations; and the City expects that the Leased Property will adequately serve the needs for which it is being leased throughout the Scheduled Lease Term.

(i) The Base Rentals payable in each Fiscal Year during the Lease Term are not more than the fair value of the use of the Leased Property during such Fiscal Year. The Base Rentals and Additional Rentals payable in each Fiscal Year during the Lease Term do not exceed a reasonable amount so as to place the City under an economic compulsion (i) to continue this Lease beyond any Fiscal Year, (ii) not to exercise its right to terminate this Lease at any time through an Event of Nonappropriation or (iii) to exercise any of its options to purchase the Leased Property hereunder. The Purchase Option Price is the City's best estimate of the fair purchase price of the Leased Property at the time of exercise of the City's option to purchase the Leased Property by paying the Purchase Option Price. The Scheduled Lease Term and the final maturity of the Series 2019 Certificates do not exceed the weighted average useful life of the Improvements or any other real property improvements currently located on the Site Leased Property. The period from the beginning of the Lease Term through the date on which each item of Equipment is to be released from this Lease does not exceed the remaining useful life of such item of Equipment. In making the representations, covenants and warranties set forth above in this subsection, the City has given due consideration to the Project, the purposes for which the Leased Property will be used by the City, the benefits to the City from the use of the Leased Property, the City's options to purchase the Leased Property hereunder and the terms of this Lease governing the use of, and the City's options to purchase, the Leased Property.

(j) The City presently intends and expects to continue this Lease annually until the leasehold interest in the Leased Property is acquired by the City pursuant to this Lease; but this representation does not obligate or otherwise bind the City.

(k) The City is not aware of any current violation of any Requirement of Law relating to the Leased Property.

(l) The City has appropriated sufficient legally available moneys to pay the Base Rentals payable in the current Fiscal Year and the Additional Rentals estimated to be payable in the current Fiscal Year.

ARTICLE III

DEMISING CLAUSE; ENJOYMENT OF LEASED PROPERTY

Section 3.01. Demising Clause. The Trustee demises and leases the Leased Property to the City in accordance with the terms of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

Section 3.02. Enjoyment of Leased Property. The Trustee covenants that, during the Lease Term and so long as no Event of Default shall have occurred, the City shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Trustee, except as expressly required or permitted by this Lease.

ARTICLE IV

LEASE TERM; TERMINATION OF LEASE

Section 4.01. Lease Term.

(a) The Lease Term shall be comprised of the Initial Term and successive one-year Renewal Terms, subject to subsection (b) of this Section.

(b) This Lease Term shall expire upon the earliest of any of the following events:

(i) the last day of the month in which the final Base Rental payment is scheduled to be paid in accordance with Exhibit D hereto;

(ii) December 31 of the Initial Term or December 31 of any Renewal Term during which, in either case, an Event of Nonappropriation has occurred;

(iii) the purchase of the Leased Property by the City pursuant to Section 9.01 hereof; or

(iv) termination of this Lease following an Event of Default in accordance with Section 12.02(a) hereof.

Section 4.02. Effect of Termination of Lease Term. Upon termination of the Lease Term:

(a) All unaccrued obligations of the City hereunder shall terminate, but all obligations of the City that have accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) If the termination occurs because of the occurrence of an Event of Nonappropriation or an Event of Default, the City's right to possession of the Leased Property hereunder shall terminate and (i) the City shall, within 45 days, (A) vacate the Site Leased Property and the Improvements and (B) deliver the Equipment to the Trustee at the location at which it is being used; and (ii) if and to the extent the Council has appropriated funds for payment of Base Rentals and Additional Rentals payable during, or with respect to the City's use of the Leased Property during, the period between termination of the Lease Term and the date the Site Leased Property and Improvements are vacated and the Equipment is delivered to the Trustee pursuant to clause (i), the City shall pay such Base Rentals and Additional Rentals to the Trustee or, in the case of Additional Rentals, the other Person entitled thereto.

ARTICLE V

RESERVED

ARTICLE VI

BASE RENTALS AND ADDITIONAL RENTALS; EVENT OF NONAPPROPRIATION

Section 6.01. Payment of Base Rentals.

(a) the City shall, subject only to the other Sections of this Article, pay Base Rentals directly to the Trustee during the Lease Term in immediately available funds in the amounts and on the Base Rental Payment Dates set forth in Exhibit D hereto, as it may be modified from time to time; provided, however, that there shall be credited against the amount of Base Rentals payable on any Base Rental Payment Date the amount on deposit in the Series 2019 Certificate Fund representing (i) accrued interest and capitalized interest, if any, from the sale of Certificates, (ii) earnings from the investment of moneys in the Series 2019 Certificate Fund, and (iii) moneys delivered to the Trustee by the City or any other Person that are accompanied by instructions to apply the same to the payment of Base

Rentals or to deposit the same in the Series 2019 Certificate Fund. Thirty days prior to each Base Rental Payment Date, the Trustee shall notify the City as to the exact amounts that will be credited against the Base Rentals due on such date. If further amounts that are to be credited against Base Rentals accrue during such 30-day period, such amounts shall be carried over to be applied as a reduction of the Base Rentals payable on the next succeeding Base Rental Payment Date.

(b) A portion of each payment of Base Rentals is paid as, and represents payment of, interest, and Exhibit D hereto sets forth the interest component of each payment of Base Rentals. Upon receipt by the Trustee of each payment of Base Rentals, the Trustee shall apply the amount of each Base Rentals payment in the following manner and order:

(i) FIRST, the amount of such payment of Base Rentals designated and paid as interest under Exhibit D, as from time to time amended or supplemented, plus the amount of any past due interest on the Series 2019 Certificates, shall be deposited in the Interest Account of the Series 2019 Certificate Fund; and

(ii) SECOND, the remaining portion of such payment of Base Rentals shall be deposited in the Principal Account of the Series 2019 Certificate Fund.

Section 6.02. Payment of Additional Rentals. The City shall, subject only to Sections 7.01(b) and 8.02(b) hereof and the other Sections of this Article, pay Additional Rentals directly to the Persons to which they are owed (which, in the case of payments required to be made to fund the Rebate Fund pursuant to the Indenture, is the Trustee) in immediately available funds in the amounts and on the dates on which they are due.

Section 6.03. Unconditional Obligations. The obligation of the City to pay Base Rentals during the Lease Term shall, subject only to the other Sections of this Article, and the obligation of the City to pay Additional Rentals during the Lease Term shall, subject to Sections 7.01(b) and 8.02(b) hereof and the other Sections of this Article, including, without limitation, Sections 6.04 and 6.05 hereof, be absolute and unconditional and shall not be abated or offset for any reason related to the Leased Property. Notwithstanding any dispute between the City and the Trustee or between the City or the Trustee and any other Person relating to the Leased Property, the City shall, during the Lease Term, make all payments of Base Rentals and Additional Rentals when due; the City shall not withhold any Base Rentals or Additional Rentals payable during the Lease Term pending final resolution of such dispute and shall not assert any right of set-off or counter-claim against its obligation to pay Base Rentals or Additional Rentals, provided, however, that the making of any Base Rental or Additional Rental payment shall not constitute a waiver by the City of any rights, claims or defenses which the City may assert; and no action or inaction on the part of the Trustee shall affect the City's obligation to pay Base Rentals or Additional Rentals during the Lease Term.

Section 6.04. Event of Nonappropriation.

(a) The officer or employee of the City who is responsible for formulating budget proposals with respect to payments of Base Rentals and Additional Rentals is hereby directed (i) to estimate the Additional Rentals payable in the next ensuing Fiscal Year prior to the submission of each annual budget proposal to the Council during the Lease Term and (ii) to include in each annual budget proposal submitted to the Council during the Lease Term the entire amount of Base Rentals scheduled to be paid and the Additional Rentals estimated to be payable during the next ensuing Fiscal Year; it being the intention of the City that any decision to continue or to terminate this Lease shall be made solely by the Council, in its sole discretion, and not by any other department, agency or official of the City.

(b) An Event of Nonappropriation shall be deemed to have occurred:

(i) On December 31 of any Fiscal Year if the City has, on such date, failed, for any reason, to appropriate sufficient amounts to pay all Base Rentals scheduled to be paid and all Additional Rentals estimated to be payable in the next ensuing Fiscal Year; or

(ii) If:

(A) an event described in Section 8.08(a) hereof has occurred;

(B) the Net Proceeds received as a consequence of such event are not sufficient to repair, restore, modify, improve or replace the Leased Property in accordance with Section 8.08 hereof; and

(C) the City has not appropriated amounts sufficient to proceed under clause (i) of Section 8.08(c) hereof by December 31 of the Fiscal Year in which such event occurred or by December 31 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent, on December 31 of the Fiscal Year in which such event occurred or on December 31 of any subsequent Fiscal Year in which such insufficiency became apparent, as applicable.

(c) Notwithstanding subsection (b) of this Section, the Trustee may waive any such failure to appropriate under subsection (b) of this Section which is cured by the City within a reasonable period of time.

(d) In the event that the City shall determine to exercise its annual right to terminate this Lease effective on December 31 of any Fiscal Year, the City shall give written notice to such effect to the Trustee not later than December 1 of such Fiscal Year; provided, however, that a failure to give such notice shall not (i) constitute an Event of Default, (ii) prevent the City from terminating this Lease or (iii) result in any liability on the part of the City.

(e) Not later than December 15 of the Initial Term or any Renewal Term, the City shall give written notice (in substantially the form set forth in Exhibit F attached hereto) of lease renewal to the Trustee; provided however, that a failure to furnish copies of such measures shall not (i) constitute an Event of Default, (ii) prevent the City from terminating this Lease or (iii) result in any liability on the part of the City.

(f) Upon the occurrence of an Event of Nonappropriation, the City shall immediately give written notice of such occurrence to the Trustee.

Section 6.05. Limitations on Obligations of the City.

(a) Payments of Base Rentals and Additional Rentals by the City shall constitute currently appropriated expenditures of the City and may be paid from any legally available funds of the City.

(b) The City's obligations under the Lease shall be subject to the City's annual right to terminate this Lease upon the occurrence of an Event of Nonappropriation.

(c) No provision of the Series 2019 Certificates, the Indenture, the Site Lease or this Lease shall be construed or interpreted (i) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (iii) as a delegation of governmental powers by the City; (iv) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (v) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

(d) The City shall be under no obligation whatsoever to exercise its option to purchase the Leased Property.

(e) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of moneys of the City, nor shall any provision of this Lease restrict the future issuance of any obligations of the City, payable from any class or source of moneys of the City; provided, however, that the restrictions set forth in the Indenture shall apply to the delivery of any Additional Certificates.

ARTICLE VII

OPERATION AND MAINTENANCE OF LEASED PROPERTY

Section 7.01. Taxes, Utilities and Insurance.

(a) The City shall pay, as Additional Rentals, all of the following expenses with respect to the Leased Property:

(i) all taxes, assessments and other charges lawfully made by any governmental body, provided that any such taxes, assessments or other charges that may lawfully be paid in installments may be paid in installments as such installments are due;

(ii) all gas, water, steam, electricity, heat, power and other utility charges incurred in connection with the Leased Property;

(iii) casualty and property damage insurance with respect to the Leased Property in an amount equal to the full replacement value of the Improvements and the Equipment; and

(iv) public liability insurance with respect to the activities to be undertaken by the City in connection with the Leased Property, the Project and this Lease in an amount equal to the maximum amount for which recovery could be claimed under Section 24-10-114, Colorado Revised Statutes, as amended, or any successor statute.

(b) Except for Permitted Encumbrances, the City shall not allow any liens for taxes, assessments, other governmental charges or utility charges to exist with respect to any portion of the Leased Property. If the City shall first notify the Trustee of the intention of the City to do so, the City may, however, in good faith contest any such tax, assessment, other governmental charge or utility charge and, in the event of any such contest, may permit the tax, assessment, other governmental charge or utility charge so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Trustee shall notify the City that, in the opinion of Independent Counsel, whose fees and expenses shall be paid by the City from Additional Rentals appropriated for the Fiscal Year in which such fees and expenses are due, by nonpayment of any such item the interest of the Trustee in the Leased Property will be materially interfered with or endangered or the Leased Property or any portion thereof will be subject to loss or forfeiture, in which event such tax, assessment, other governmental charge or utility charge shall be paid forthwith; provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, other governmental charge or utility charge. At the request of the City, the Trustee will cooperate fully with the City in any such contest.

(c) The insurance policies provided pursuant to subsections (a) or (g) of this Section shall meet the following conditions: (i) any insurance policy may have a deductible clause in an amount deemed reasonable by the City; (ii) each insurance policy shall be provided by an insurer rated "A" by Best or in the two highest rating categories of S&P Global Ratings; (iii) each insurance policy shall be so written or endorsed as to make losses, if any, payable to the City and the Trustee, as their respective interests may appear and have the Trustee named as an additional insured; (iv) each insurance policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the City or the Trustee without first giving written notice thereof to the City and the Trustee at least 10 days in advance of such cancellation or modification; (v) each insurance policy, or each certificate evidencing such policy, shall be deposited with the Trustee; (vi) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Leased Property shall not, under any circumstance, be contingent on the degree of damage sustained at other property owned or leased by the City; (vii) each insurance policy shall explicitly waive any co-insurance penalty; and (viii) coverage under each insurance policy shall apply exclusively to the Leased Property (except as provided in subsection (d) of this Section) and must be available to repair or rebuild the Leased Property under all circumstances after the occurrence of an insured peril.

(d) The City may provide any of the insurance required by subsection (a) of this Section under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks.

(e) The City may, in its discretion, provide all or any portion of the insurance required by subsection (a) of this Section by self-insurance, provided that the following conditions are met: (i) the self-insurance program is certified by the City as provided in subsection (f) of this Section; (ii) the self-insurance program is maintained on an actuarially sound basis; (iii) the self-insurance fund is held in a separate City fund; and (iv) in the event the self-insurance program is discontinued, insurance is obtained in lieu of such self-insurance or the actuarial soundness of the claim reserve fund is maintained, or both.

(f) The City shall annually certify to the Trustee on or before March 31 of each Fiscal Year that the City is in compliance with the insurance provisions of this Lease.

(g) During the construction of the Project and in connection with any construction contract entered into pursuant to Section 3.03 of the Indenture, the City shall provide, or cause to be provided, or require, guarantees of workmanship and materials, performance and payment bonds, builder's risk completed value insurance, general public liability and property damage insurance and worker's compensation insurance in such amounts as customarily provided with respect to projects of similar size and character.

Section 7.02. Maintenance and Operation of Leased Property. The City shall maintain, preserve and keep the Leased Property, or cause the Leased Property to be maintained, preserved and kept, in good repair, working order and condition, subject to normal wear and tear, shall operate the Leased Property, or cause the Leased Property to be operated, in an efficient manner and at a reasonable cost, and shall make or cause to be made all necessary and proper repairs, except as otherwise provided in Sections 8.06, 8.07 and 8.08 hereof.

ARTICLE VIII

OWNERSHIP, ENCUMBRANCES, MODIFICATIONS OR ADDITIONS TO LEASED PROPERTY; DAMAGE OR CONDEMNATION OF LEASED PROPERTY

Section 8.01. Rights in the Leased Property. The Leased Property shall be held in the name of the Trustee, subject to this Lease, until the Leased Property is transferred or otherwise disposed of as provided herein, and the City shall have no right, title or interest in the Leased Property except as expressly set forth herein. The City and the Trustee hereby acknowledge that the Trustee: (a) did not select the Leased Property; (b) has no responsibility for the value or condition thereof; (c) holds the Leased Property solely in its capacity as Trustee under the

Indenture and not in its own corporate capacity; (d) is not responsible for any failure of the Leased Property to be in conformance with any Requirement of Law; and (e) shall not be deemed to be an owner or operator of the Leased Property for purposes of any environmental law.

Section 8.02. Limitations on Disposition of and Encumbrances on Leased Property.

(a) Except as otherwise permitted in this Article or Article IX or XII hereof and except for Permitted Encumbrances, (i) neither the Trustee nor the City shall sell, assign, transfer or convey any portion of or any interest in the Leased Property or directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, and (ii) the City shall promptly take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Notwithstanding subsection (a) of this Section, if the City shall first notify the Trustee of the intention of the City to do so, the City may in good faith contest any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, and in the event of any such contest, may permit the item so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Trustee shall notify the City that, in the opinion of Independent Counsel, whose fees shall be paid by the City as Additional Rentals, by failing to discharge or satisfy such item the interest of the Trustee in the Leased Property will be materially interfered with or endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event such item shall be satisfied and discharged forthwith; provided, however, that such satisfaction and discharge shall not constitute a waiver by the City of the right to continue to contest such item. At the request of the City, the Trustee will cooperate fully with the City in any such contest.

Section 8.03. Granting of Easements.

(a) As long as no Event of Nonappropriation or Event of Default shall have happened and be continuing, the Trustee shall, at the written request of the City:

(i) consent to the grant of easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property included in the Leased Property, free from this Lease and any security interest or other encumbrance created hereunder, or under the Indenture or the Site Lease;

(ii) consent to the release of existing easements, licenses, rights-of-way and other rights and privileges with respect to the Site Leased Property and the Improvements, free from this Lease, the Site Lease and the Indenture and any security interest or other encumbrance created hereunder or thereunder, with or without consideration; and

(iii) execute and deliver any instrument necessary or appropriate to confirm and grant or release any easement, license, right-of-way or other grant or privilege under subsection (a) or (b) of this Section, upon receipt of: (i) a copy of the instrument of grant or release; and (ii) a written application signed by the City Representative requesting such instrument and stating that such grant or release will not materially adversely affect the value, or interfere with the effective use or operation, of the Leased Property.

(b) Nothing in this Section is intended to require that any proceeds from the grant of any easement, license, right-of-way and other right and privilege be paid to the Trustee, and any such proceeds shall not thereby become a part of the Trust Estate.

Section 8.04. Subleasing by the City. The City may, subject to Section 10.04 hereof, sublease or grant the right to use or otherwise permit other Persons to use all or any portion of the Leased Property for other purposes, provided that the following conditions are satisfied for any sublease, grant or use:

(a) this Lease, and the obligations of the City hereunder, shall remain obligations of the City, and the City shall maintain its direct relationship with the Trustee, notwithstanding any such sublease, grant or use; and

(b) if the sublease, grant or use is either (i) with respect to all the Leased Property or (ii) makes it impossible or impractical for the City to use any substantial portion of the Leased Property for any substantial period of time, the Trustee consents to such sublease, grant or use, which consent shall not be unreasonably withheld and may be based upon the advice or opinion of counsel.

Section 8.05. Reserved.

Section 8.06. Modification and Substitution of Leased Property. The City, at its own expense, may remodel, or make substitutions, additions, modifications or improvements to, the Leased Property, provided that: (a) such remodeling, substitutions, additions, modifications and additions (i) shall not in any way damage the Leased Property as it existed prior thereto and (ii) shall become part of the Leased Property; (b) the value of the Leased Property after such remodeling, substitutions, additions, modifications and additions shall be at least as great as the value of the Leased Property prior thereto; (c) the Leased Property, after such remodeling, substitutions, additions, modifications and additions, shall continue to be used as provided in, and shall otherwise be subject to the terms of, this Lease; and (d) with respect to substitutions, the City shall have provided the following to the Trustee: (i) a certificate of the City Representative confirming that the useful life of the substituted property meets or exceeds the remaining term of the Series 2019 Certificates; (ii) a certification of the City Representative confirming that the essentiality of the substituted property is comparable to that of the released property; (iii) an opinion from Bond Counsel to the effect that such substitution will not cause the City to violate its covenant set forth in Section 10.04 hereof; (iv) a certification from the City Representative that there are no prior liens on the substituted property other than liens that would constitute Permitted Encumbrances thereon; and (v) a title insurance policy covering the substituted property (which the Trustee shall have no independent obligation to review or evaluate) and a certification from the City that the release of the released property and substitution of the substituted property will not affect the existing title insurance on the Leased Property.

Section 8.07. Replacement and Substitution of Equipment.

(a) The City shall have no obligation to renew, repair or replace any inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary Equipment. In any instance where the City determines that any Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, the City may (acting for the Trustee) sell, trade in, exchange or otherwise dispose of such Equipment (as a whole or in part) without any responsibility or accountability to the Trustee therefor; provided, however, that if any Equipment has an original purchase price of at least [$1,000] individually, or at least $1,000,000 collectively (counting only those items of Equipment with individual purchase prices of [$1,000] or more), the City shall comply with one of the following two conditions with the sale, trade in, exchange or other disposition of such Equipment:

(i) the City shall substitute (by direct payment of the costs thereof or by designating equipment or personal property not theretofore included as part of the Leased Property) other equipment or personal property having (A) equal or greater value and utility (but not necessarily having the same function) in the operation of the Leased Property and (B) a useful life of not less than the remaining useful life of the item of Equipment for which it is substituted; or

(ii) the City shall not make any such substitution, provided that (A) if the item of Equipment is sold to anyone other than the City, the City shall pay to the Trustee for deposit in the Principal Account of the Series 2019 Certificate Fund the Net Proceeds from such sale, (B) if the item of Equipment is traded-in for other equipment or personal property that is not to be included in the Leased Property, the City shall pay to the Trustee for deposit in the Principal Account of the Series 2019 Certificate Fund the Net Proceeds of the credit received by it in such trade-in and (C) if the item of Equipment is sold or disposed of to the City, the City shall pay to the Trustee for deposit in the Principal Account of the Series 2019 Certificate Fund an amount equal to the original purchase price thereof less depreciation at rates calculated in accordance with generally accepted accounting principles.

(b) The City shall promptly report in writing to the Trustee each substitution, sale, trade in, exchange or other disposition that must meet one of the conditions set forth in clause (i) or (ii) of subsection (a) of this Section and will pay amounts due to the Trustee thereunder promptly following any sale or disposition pursuant to clause (ii) of subsection (a) of this Section. All equipment or personal property substituted for Equipment pursuant to this Section shall be free of all liens and encumbrances that are not Permitted Encumbrances and shall become a part of the Equipment, and the City shall execute and deliver to the Trustee a bill of sale transferring title to the substituted equipment or personal property to the Trustee.

(c) The City will not remove, or permit the removal of, any of the Equipment except in accordance with this Section, Section 8.06 or 8.08 or Article IX hereof. The Trustee shall cooperate with the City in implementing the City's rights to dispose of Equipment pursuant to this Section and will execute any and all conveyances, releases or other documents necessary or appropriate in connection therewith as may be reasonably requested by the City.

(d) The disposal of any portion of the Equipment pursuant to this Section shall not entitle the City to any postponement, abatement or diminution of the Base Rentals or Additional Rentals required to be paid hereunder.

Section 8.08. Damage to, Condemnation of, Material Defect in or Loss of Title to Leased Property.

(a) If (i) the Leased Property (or any portion thereof) is destroyed or damaged by fire or other casualty, (ii) title to, or the temporary or permanent use of, the Leased Property (or any portion thereof) or the estate of the City or the Trustee in the Leased Property (or any portion thereof), is taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) a breach of warranty or any material defect with respect to the Leased Property (or any portion thereof) becomes apparent or (iv) title to or the use of the Leased Property (or any portion thereof) is lost by reason of a defect in the title thereto, then, the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Leased Property or the Project shall be deposited into a special trust fund held by the Trustee.

(b) If the costs of the repair, restoration, modification, improvement or replacement of the Leased Property following an event described in subsection (a) of this Section are equal to or less than the Net Proceeds available, such Net Proceeds shall be distributed by the Trustee in accordance with the written distribution request signed by the City Representative to repair, restore, modify, improve or replace the Leased Property (or portion thereof). Upon completion of the repair, restoration, modification or replacement of the Leased Property, the City shall notify the Trustee in writing and any excess shall be delivered to the City.

(c) If the costs of the repair, restoration, modification, improvement or replacement of the Leased Property following an event described in subsection (a) of this Section are more than the amount of Net Proceeds available, then:

(i) The City may elect either:

(A) to use the Net Proceeds promptly to repair, restore, modify or improve or replace the Leased Property (or portion thereof) with property of a value equal to or in excess of the value of the Leased Property (or applicable portion thereof), and pay (subject to Article V hereof) as Additional Rentals the costs thereof in excess of the amount of the Net Proceeds; or

(B) to pay (subject to Article VI hereof) the Purchase Option Price, in which case the Net Proceeds shall be delivered to the City.

(ii) If, by December 31 of the Fiscal Year in which the event described in subsection (a) of this Section occurred (or December 31 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent), the City has not appropriated amounts sufficient to proceed under either clause (i)(A) or (B) of this subsection, an Event of Nonappropriation shall be deemed to have occurred.

(d) The City shall not voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to the Leased Property or the Project without the written consent of the Trustee, which consent shall not be unreasonably withheld and may be based upon the written direction of the Owners of a majority in principal amount of the Certificates then Outstanding.

(e) No event described in subsection (a) of this Section shall affect the obligation of the City to pay Base Rentals or Additional Rentals hereunder, regardless of whether the Leased Property is repaired, modified, improved or replaced in full or in part, subject, however, to Article VI hereof.

Section 8.09. Condemnation by the City. The City agrees that, to the extent permitted by law, in the event it brings an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property, the value of the condemned portion of the Leased Property shall be not less than the greater of (a) if the Series 2019 Certificates are then subject to redemption under the Indenture, the redemption price of the Series 2019 Certificates that are attributable to the condemned property or (b) if the Series 2019 Certificates are not then subject to redemption, the amount necessary to defease the Series 2019 Certificates attributable to the condemned property to the first date on which the Series 2019 Certificates are subject to redemption under the Indenture.

Section 8.10. Personal Property of the City. The City, at its own expense, may install equipment and other personal property in or on the Leased Property, which equipment or other personal property shall not become part of the Leased Property unless it is permanently affixed to the Leased Property or removal of it would materially damage the Leased Property, in which case it will become part of the Leased Property.

ARTICLE IX

THE CITY'S PURCHASE OPTION; TRANSFER OF LEASED PROPERTY

Section 9.01. The City's Purchase Option. The City is hereby granted the option to purchase the Leased Property by paying to the Trustee an amount (the "Purchase Option Price") which, together with other amounts then on deposit in the Series 2019 Certificate Fund that are available for such purpose, is sufficient (a) to pay all the Outstanding Certificates at maturity, to redeem all the Outstanding Certificates in accordance with the redemption provisions of the Indenture or to defease all the Outstanding Certificates in accordance with the defeasance provisions of the Indenture and (b) to pay all Additional Rentals payable through the date of conveyance of the Leased Property to the City or its designee pursuant to this Article, including, but not limited to, all fees and expenses of the Trustee relating to the conveyance of the Leased Property and the payment, redemption or defeasance of the Series 2019 Certificates.

Section 9.02. Exercise of the City's Purchase Option.

(a) The City may exercise its option to purchase the Leased Property pursuant to Section 9.01 hereof by (i) giving written notice to the Trustee prior to the end of the Scheduled Lease Term (A) stating that the City intends to purchase the Leased Property pursuant to Section 9.01 hereof, (B) identifying the source of funds it will use to pay the Purchase Option Price and (C) specifying a closing date for such purpose which is at least 40 and no more than 90 days after the delivery of such notice and (ii) paying the Purchase Option Price to the Trustee in immediately available funds on the closing date.

(b) At the closing of any purchase of the Leased Property pursuant to this Section, the Trustee shall execute and deliver to the City or its designee all necessary documents assigning, transferring and conveying to the City or its designee the same ownership in the Leased Property that was conveyed to the Trustee, subject only to the following: (i) Permitted Encumbrances, other than this Lease, the Site Lease and the Indenture; (ii) all liens, encumbrances and restrictions created or suffered to exist by the Trustee as required or permitted by this Lease or the Site Lease or arising as a result of any action taken or omitted to be taken by the Trustee as required or permitted by this Lease or the Site Lease; (iii) any lien or encumbrance created or suffered to exist by action of the City; and (iv) those liens and encumbrances (if any) to which the Leased Property was subject when acquired by the Trustee.

Section 9.03. Transfer of Leased Property to the City at End of Scheduled Lease Term. If all Base Rentals scheduled to be paid through the end of the Scheduled Lease Term and all Additional Rentals payable through the date of transfer of the Leased Property to the City pursuant to this Section shall have been paid, the Leased Property shall be assigned and transferred to the City at the end of the Scheduled Lease Term in the manner described in Section 9.02(b) hereof without any additional payment by the City.

ARTICLE X

GENERAL COVENANTS

Section 10.01. Further Assurances and Corrective Instruments. So long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Default shall have occurred, the Trustee and the City shall have full power to carry out the acts and agreements provided herein and the City and the Trustee, at the written request of the City, shall from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property leased or intended to be leased hereunder, or for otherwise carrying out the intention of or facilitating the performance of this Lease.

Section 10.02. Compliance with Requirements of Law. On and after the date hereof, neither the City nor the Trustee shall knowingly take any action that violates the terms hereof or is contrary to the provisions of any Requirement of Law in performing their respective obligations with respect to the Leased Property hereunder. Without limiting the generality of the preceding sentence, the City shall use the Leased Property in a manner such that (a) the Leased Property at all times is operated in compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the City's use of the Leased Property are obtained, maintained in full force and effect and complied with; (c) there shall be no hazardous substance, pollutant or contaminant (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, et seq., any applicable state law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., any applicable state law or regulations promulgated under either), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in or under the Leased Property in such manner as would constitute a violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Leased Property in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into or out of the Leased Property including but not limited to the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

Section 10.03. Participation in Legal Actions.

(a) At the written request of and at the cost of the City (payable as an Additional Rental hereunder), the Trustee shall join and cooperate fully in any legal action in which the City asserts its right to the enjoyment of the Leased Property; that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Leased Property or the City's enjoyment of the Leased Property for which the City is responsible hereunder; or that involves the imposition of any charges, costs or other obligations with respect to the City's execution, delivery and performance of its obligations hereunder.

(b) At the written request of the Trustee and upon a determination by the City that such action is in the best interests of the City, the City shall, at the cost of the City (payable as an Additional Rental hereunder), join and cooperate fully in any legal action in which the Trustee asserts its ownership of or interest in the Leased Property; that involves the imposition of any charges, costs or other obligations on or with respect to the Leased Property for which the Trustee is responsible hereunder; or that involves the imposition of any charges, costs or other obligations with respect to the execution and delivery of this Lease by the Trustee or the performance of its obligations hereunder.

Section 10.04. Tax Covenant of the City. The City will not use or permit others to use the Leased Property in a manner that would cause interest on the Series 2019 Certificates to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations (except, with respect to corporations, as such interest is required to be taken into account in determining "adjusted current earnings" for the purpose of computing the alternative minimum tax imposed on such corporations).

Section 10.05. Construction of the Project. The City agrees to construct the Project in the manner provided in Section 3.03 of the Indenture.

Section 10.06. Payment of Fees and Expenses of the Trustee. The City shall pay as Additional Rentals the reasonable fees and expenses of the Trustee for its ordinary services, including the reasonable legal fees and expenses of the Trustee (subject to any agreement with the Trustee limiting the amount of such fees and expenses), in connection with the Leased Property, the Project, this Lease, the Site Lease, the Indenture, the Series 2019 Certificates or any matter related thereto, including, but not limited to, costs of defending any claim or action brought against the Trustee or its directors or officers relating to the foregoing, excepting, however, any liability for any action constituting willful or wanton misconduct of the Trustee or its directors or officers. In the event that it should become necessary for the Trustee to perform extraordinary services, the City shall also pay as Additional Rentals reasonable additional compensation therefor and reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore.

Section 10.07. Payments to Rebate Fund. The City shall pay to the Trustee as Additional Rentals all amounts required to be deposited into the Rebate Fund, as and when required by the Indenture.

Section 10.08. Investment of Funds.

(a) By authorizing the execution and delivery of this Lease, the Council specifically authorizes the investment of moneys held by the Trustee in Permitted Investments (as defined in the Indenture) where the period from the date of purchase thereof to the maturity date is in excess of five years.

(b) The City shall not direct the Trustee pursuant to the Indenture to make any deposit or investment of any moneys in any fund or account created thereunder which shall interfere with or prevent withdrawals for payment of Costs of the Project or for payment of the Series 2019 Certificates.

ARTICLE XI

LIMITS ON OBLIGATIONS OF TRUSTEE

Section 11.01. Disclaimer of Warranties. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION

OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. IN NO EVENT SHALL THE TRUSTEE BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR USE BY THE CITY OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR HEREIN.

Section 11.02. Financial Obligations of Trustee Limited to Available Funds. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, ALL FINANCIAL OBLIGATIONS OF THE TRUSTEE UNDER THIS LEASE, EXCEPT THOSE RESULTING FROM ITS NEGLIGENCE OR WILLFUL MISCONDUCT, ARE LIMITED TO THE TRUST ESTATE.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined.

(a) Any of the following shall constitute an "Event of Default" under this Lease:

(i) failure by the City to pay any specifically appropriated Base Rentals to the Trustee on or before the applicable Base Rental Payment Date; provided, however, that a failure by the City to pay Base Rentals on the applicable Base Rental Payment Date shall not constitute an Event of Default if such payment is received by the Trustee within five days following such Base Rental Payment Date;

(ii) failure by the City to pay any Additional Rental for which funds have been specifically appropriated when due, or if such Additional Rental is payable to a Person other than the Trustee, when nonpayment thereof has, or may have, a material adverse effect upon the Series 2019 Certificates, the Leased Property or the interest of the Trustee in the Leased Property;

(iii) failure by the City to vacate the Site Leased Property and the Improvements and to surrender the Equipment included in the Leased Property within 45 days following an Event of Nonappropriation in accordance with Section 4.02(b) hereof;

(iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the City in all or any portion of the Lease or the Leased Property in violation of Section 13.02(a) hereof or any succession to all or any portion of the interest of the City in the Leased Property in violation of Section 13.02(b) hereof;

(v) failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i), (ii), (iii) or (iv) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the City by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected; or

(vi) an order or decree by a court of competent jurisdiction declaring the City bankrupt under federal bankruptcy law or appointing a receiver of all or any material portion of the City's assets or revenues is entered with the consent or acquiescence of the City or is entered without the consent or acquiescence of the City but is not vacated, discharged or stayed within 30 days after it is entered.

(b) The provisions of subsection (a) of this Section are subject to the following limitations:

(i) the City shall be obligated to pay Base Rentals and Additional Rentals only during the Lease Term, except as otherwise expressly provided in Section 4.02(b)(ii) hereof; and

(ii) if, by reason of Force Majeure, the City shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rentals or Additional Rentals hereunder, the City shall not be deemed in default during the continuance of such inability; provided, however, that the City shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the City from carrying out such agreement.

Section 12.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Trustee may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to the City to immediately vacate the Site Leased Property and the Improvements and to surrender the Equipment, in the manner provided in Section 4.02(b) hereof;

(b) exercise all the rights and remedies of a secured party under the Uniform Commercial Code with respect to the Equipment and otherwise repossess, liquidate or otherwise dispose of the Equipment in any lawful manner; provided, however, that the Trustee may not recover from the City any deficiency which may exist following the liquidation of the Equipment;

(c) sell or lease all or any portion of the Leased Property;

(d) recover from the City:

(i) the portion of Base Rentals and Additional Rentals payable pursuant to Section 4.02(b)(ii) hereof;

(ii) the portion of Base Rentals for the then current Fiscal Year that has been specifically appropriated by the Council, regardless of when the City vacates the Site Leased Property and Improvements, if any, and delivers the Equipment, if any, to the Trustee; and

(iii) the portion of the Additional Rentals for the then current Fiscal Year that has been specifically appropriated by the Council, but only to the extent such Additional Rentals are payable prior to the date, or are attributable to the use of the Leased Property prior to the date, the City vacates the Site Leased Property and Improvements, if any, and delivers the Equipment, if any, to the Trustee;

(e) enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under Article XIII hereof by specific performance, writ of mandamus or other injunctive relief; and

(f) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease, subject, however, to the limitations on the obligations of the City set forth in Sections 6.05 and 12.03 hereof and the limitations on the obligations of the Trustee set forth in Article XI hereof.

Section 12.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the City by reason of an Event of Default only as to the City's liabilities described in Section 12.02(d) hereof. A judgment requiring a payment of money may be entered against the City by reason of an Event of Nonappropriation, or a failure to vacate the Site Leased Property and the Improvements and deliver the Equipment to the Trustee following an Event of Nonappropriation, only to the extent provided in Section 12.02(d)(i) hereof.

Section 12.04. No Remedy Exclusive. Subject to Section 12.03 hereof, no remedy herein conferred upon or reserved to the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 12.05. Waivers.

(a) The Trustee may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(b) In the event the Trustee waives any Event of Default described in Section 12.01(a)(i) hereof, any subsequent payment by the City of Base Rentals then due and owing shall be paid to the Trustee to be applied in accordance with the terms of the Indenture.

ARTICLE XIII

TRANSFERS OF INTERESTS IN LEASE OR LEASED PROPERTY

Section 13.01. Trustee's Right, Title and Interest in Trust for Benefit of Owners; Successor Trustee; Assignment by Trustee. The Trustee shall hold its interest in the Leased Property and its right, title and interest in, to and under this Lease (other than the Trustee's rights to payment of its fees and expenses and the rights of third parties to Additional Rentals payable to them) in trust for the benefit of the Owners pursuant to the Indenture. Any successor trustee under the Indenture shall automatically succeed to the previous trustee's interest in the Leased Property and the previous trustee's rights, title, interest and obligations in, to and under this Lease. The Trustee shall not, except as provided in this Section or as otherwise provided elsewhere in this Lease or in the Indenture, assign, convey or otherwise transfer to any Person any of the Trustee's interest in the Leased Property or the Trustee's right, title or interest in, to or under this Lease.

Section 13.02. Transfer of the City's Interest in Lease and Leased Property Prohibited.

(a) Except as otherwise permitted by Section 8.04 hereof with respect to subleases, grants or uses of the Leased Property or subsection (b) of this Section with respect to transfers of the Leased Property following termination of this Lease or as otherwise required by law, the City shall not sublease, assign, encumber, convey or otherwise transfer all or any portion of its interest in this Lease or the Leased Property to any Person, whether now in existence or organized hereafter.

(b) Notwithstanding subsection (a) of this Section, the City may transfer its interest in the Leased Property after, and only after, this Lease has terminated and the Leased Property has been conveyed to the City pursuant to Article IX hereof following the payment of the Purchase Option Price or all Base Rentals scheduled to be paid through the end of the Scheduled Lease Term, together with all other amounts required to be paid as a condition of such conveyance pursuant to Article IX hereof, and the payment or defeasance of all the Series 2019 Certificates in accordance with the Indenture.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns, subject, however, to the limitations set forth in Article XIII hereof. This Lease and the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Leased Property and the leasehold estate in the Leased Property under this Lease.

Section 14.02. Acknowledgement of Indenture. The City has received a copy of, and acknowledges the terms of, the Indenture.

Section 14.03. Reserved.

Section 14.04. Notices to Moody's. All notices, certificates or other communications given to the Owners hereunder shall also be given to Moody's.

Section 14.05. Trustee and the City Representatives. Whenever under the provisions hereof the approval of the Trustee or the City is required, or the City or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Trustee by the Trustee Representative and for the City by the City Representative and the City and the Trustee shall be authorized to act on any such approval or request.

Section 14.06. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when given by Electronic Means or when mailed by first class mail, postage prepaid, addressed as follows: if to the City, to the City of Greeley, Colorado, 1000 10th Street, Greeley, Colorado 80631, Attention: City Attorney; if to the Trustee, to Zions Bancorporation, National Association, 1001 17th Street, Suite 850, Denver, CO 80202, Attention: Stephanie Nicholls (email: stephanie.nicholls@zionsbancorp.com, with a copy to: DenverCorporateTrust@zionsbancorp.com); and if to Moody's, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007, Attention: Public Finance. The City and the Trustee may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.07. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the City or the Trustee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or the Trustee, as the case may be, and not of any member, director, officer, employee, servant or other agent of the City or the Trustee in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the City or the Trustee or any natural person executing this Lease or any related document or instrument.

Section 14.08. Amendments, Changes and Modifications. Except as otherwise provided herein, this Lease may not be effectively amended, changed, modified or altered other than by the execution of a subsequent document in the same manner as this Lease is executed.

Section 14.09. Events Occurring on Days That Are Not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 14.10. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 14.11. Severability. In the event that any provision of this Lease, other than the obligation of the City to pay Base Rentals or Additional Rentals and the Purchase Option Price hereunder and the obligation of the Trustee to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the City pursuant to Article IX hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.12. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.13. Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Lease.

Section 14.14. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the City have executed this Lease as of the date first above written.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, solely in its capacity as trustee under the Indenture

By ____________________________________
Stephanie Nicholls, Zions Bank Division

THE CITY OF GREELEY, COLORADO

By ____________________________________
Mayor

Attest:

By ________________________________
City Clerk

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of November, 2019, by Stephanie Nicholls, as an authorized signatory of Zions Bancorporation, National Association, Zions Bank Division.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

____
Notary

My commission expires:

____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ___ day of November, 2019, by John Gates and Betsy Holder, as Mayor and City Clerk, respectively, of the City of Greeley, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

____
Notary

My commission expires:

____

EXHIBIT A

DESCRIPTION OF THE SITE LEASED PROPERTY

[To be inserted]

EXHIBIT B

DESCRIPTION OF THE IMPROVEMENTS

[To be inserted]

EXHIBIT C

DESCRIPTION OF THE EQUIPMENT

[As of the date of the Site Lease and this Lease, there is no Equipment.]

EXHIBIT D

BASE RENTAL PAYMENT SCHEDULE

Base Rental Payment Date	Principal Component	Interest Component	Total
11-15-19	$	$	$
05-15-20	--		
11-15-20			
05-15-21	--		
11-15-21			
05-15-22	--		
11-15-22			
05-15-23	--		
11-15-23			
05-15-24	--		
11-15-24			
05-15-25	--		
11-15-25			
05-15-26	--		
11-15-26			
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05-15-30	--		
11-15-30			
05-15-31	--		
11-15-31			
05-15-32	--		
11-15-32			
05-15-33	--		
11-15-33			
05-15-34	--		
11-15-34			
05-15-35	--		
11-15-35			
05-15-36	--		
11-15-36	$	$	$
	$	$	$

EXHIBIT E

PERMITTED ENCUMBRANCES

[To be inserted]

EXHIBIT F

FORM OF NOTICE OF LEASE RENEWAL

To: Zions Bancorporation, National Association, as Trustee
Attention: Corporate Trust Department

The undersigned is the City Representative of the City of Greeley, Colorado (the "City"). The City is the lessee under that certain Lease Purchase Agreement, dated as of November 1, 2019 (the "Lease"), between the City and Zions Bancorporation, National Association, solely in its capacity of Trustee under an Indenture of Trust dated as of November 1, 2019, as lessor. I am familiar with the facts herein certified and am authorized and qualified to certify the same. The undersigned hereby states and certifies:

(a) The City has effected or intends to effect on a timely basis an appropriation for the ensuing Fiscal Year which includes (1) sufficient amounts authorized and directed to be used to pay all Base Rentals and (2) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in the Lease, whereupon, the Lease shall be renewed for the ensuing Fiscal Year;

[INITIAL]

Or

(b) The City has determined not to renew the Lease for the ensuing Fiscal Year.

[INITIAL]

THE CITY OF GREELEY, COLORADO

By ______________________________
City Representative

INDENTURE OF TRUST

by

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

securing
Certificates of Participation, Series 2019
evidencing undivided interests in
the right to receive certain revenues payable by
the City of Greeley, Colorado
under a
Lease Purchase Agreement dated as of November 1, 2019

Dated as of November 1, 2019

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture"), dated as of November 1, 2019, and is entered into by **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing under the laws of the United States, solely in its capacity as trustee (the "Trustee") hereunder for the benefit of the Owners (defined herein) of the Certificates (defined herein),

W I T N E S S E T H:

WHEREAS, the Trustee (a) is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America; (b) is duly qualified to do business in the state of Colorado (the "State"); (c) solely in its capacity as trustee under this Indenture, is the site lessee of the Site Leased Property (defined herein) pursuant to the Site Lease (defined herein); and (d) is authorized, under its articles of incorporation, bylaws and applicable law, to lease the Site Leased Property from the City of Greeley, Colorado (the "City"), to lease the Leased Property (defined herein) to the City, to hold in trust the Trust Estate (defined herein) and to execute, deliver and perform its obligations under this Indenture; and

WHEREAS, the City, as site lessor, and the Trustee, as site lessee, have entered into a Site Lease dated as of the date hereof (the "Site Lease"), pursuant to which the City has leased the Site Leased Property to the Trustee; and

WHEREAS, the Trustee, as lessor, and the City, as lessee, have entered into a Lease Purchase Agreement dated as of the date hereof (the "Lease"), pursuant to which the Trustee has leased the Leased Property to the City and the City has agreed to pay Base Rentals and Additional Rentals (as defined in the Lease), subject, in each case, to the terms of the Lease; and

WHEREAS, in order to finance the Project (defined herein), the Series 2019 Certificates (defined herein) will be executed and delivered to the Owners thereof pursuant to this Indenture; and

WHEREAS, the Series 2019 Certificates shall evidence undivided interests in the right to receive Lease Revenues (defined herein), shall be payable solely from the Trust Estate (defined herein) and no provision of the Series 2019 Certificates, this Indenture, the Site Lease or the Lease shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the City; (d) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution; and

WHEREAS, the execution and performance of this Indenture by the Trustee has been duly authorized by the Trustee and, upon the execution of this Indenture by the Trustee, this Indenture will be enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America; and

WHEREAS, the Trustee has entered into this Indenture for and on behalf of the Owners, and will, except as otherwise specifically provided herein, hold its rights hereunder, including its rights with respect to the Trust Estate, for the equal and proportionate benefit of the Owners, and will disburse moneys received by it in accordance with this Indenture.

NOW, THEREFORE, the Trustee declares for the benefit of the Owners of the Certificates as follows:

THE TRUST ESTATE

That the Trustee shall hold in trust, upon the terms herein set forth for the equal and proportionate benefit, security and protection of all Owners, without privilege, priority or distinction as to the lien or otherwise of any of the Certificates over any other of the Certificates, except as otherwise provided herein, all and singular the following described property, franchises and income, including any title therein acquired after these presents (the "Trust Estate"):

(a) the Leased Property (defined herein) and the tenements, hereditaments, appurtenances, rights, privileges and immunities thereto belonging or appertaining, subject to the terms of the Lease and the Site Lease, including, but not limited to, the terms of the Lease permitting the existence of Permitted Encumbrances (as defined in the Lease);

(b) all right, title and interest of the Trustee in, to and under the Lease and the Site Lease (other than the Trustee's rights to payment of its fees and expenses under the Lease and the rights of third parties to Additional Rentals payable to them under the Lease);

(c) all Base Rentals (defined in the Lease);

(d) all Additional Rentals (defined in the Lease) that are payable to the Trustee for the benefit of the Owners;

(e) the Purchase Option Price (defined in the Lease), if paid; and

(g) all money, documents, contracts and securities from time to time held by the Trustee under this Indenture in the Certificate Fund;

PROVIDED, HOWEVER, that if the principal of the Certificates and the premium, if any, and the interest due or to become due thereon, shall be paid at the times and in the manner provided in Section 2.03 hereof in accordance with the terms and provisions hereof, then, upon such final payments, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Certificates delivered and secured hereunder are to be executed and delivered and all said property, rights, interests, revenues and receipts hereby pledged, assigned and mortgaged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Trustee has agreed and covenanted, and does hereby agree and covenant, for the benefit of the Owners, as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the meanings provided in the Lease. The following capitalized terms shall have the following meanings in this Indenture:

"*Additional Certificates*" means any Certificates delivered after the initial delivery of the Series 2019 Certificates pursuant to Section 2.10 hereof.

"*Additional Rentals*" is defined in the Lease.

"*Base Rentals*" is defined in the Lease.

"*Bond Counsel*" means (a) as of the date of initial delivery of the Series 2019 Certificates, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the City with nationally recognized expertise in the issuance of municipal securities, the interest on which is excluded from gross income for federal income tax purposes.

"*Business Day*" means any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Denver, Colorado are authorized by law to remain closed.

"*Certificate Fund*" means the special fund created by Section 3.01 hereof.

"*Certificates*" means, collectively, the Series 2019 Certificates and any Additional Certificates.

"*City*" means the City of Greeley, Colorado.

"*City Representative*" is defined in the Lease.

"*Code*" means the Internal Revenue Code of 1986, as amended, and regulations thereunder.

"*Construction Fund*" means the special fund created by Section 3.03 hereof.

"*Costs of Issuance*" means administrative costs of issuance of any Certificates, including, but not limited to, any fees and expenses of any underwriter or financial advisor that provides services in connection with the delivery of any Certificates, legal fees and expenses, costs incurred in obtaining ratings from rating agencies, costs of immediately available funds, costs of publication, printing and engraving, accountants' fees and recording and filing fees.

"*Costs of Issuance Fund*" means the fund created by and designated as such in Section 3.02 hereof.

"*Costs*" or "*Costs of the Project*" means any and all costs and expenses incurred in the financing of the Project

"*Council*" is defined in the Lease.

"*Defeasance Securities*" means direct obligations of or obligations unconditionally guaranteed as to principal and interest by the United States of America.

"*Electronic Means*" means telecopy, facsimile transmissions, email transmission or other similar electronic means of communication providing evidence of transmission.

"*Equipment*" is defined in the Lease.

"*Event of Default*" means an event described in Section 12.01 of the Lease.

"*Event of Nonappropriation*" means an event described in Section 6.04(b) of the Lease.

"*Fiscal Year*" means the fiscal or budget year of the City, which begins on January 1 of each calendar year and ends on December 31 of the same calendar year.

"*Force Majeure*" is defined in the Lease.

"*Improvements*" is defined in the Lease.

"*Indenture*" means this Indenture of Trust and any amendment or supplement hereto.

"*Independent Counsel*" means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the City or the Trustee.

"*Initial Purchaser*" means (a) with respect to the Series 2019 Certificates, _________________, and (b) with respect to any Additional Certificates, the purchasers designated as such in any Supplemental Indenture.

"*Interest Payment Date*" means June 1 and December 1 of each year beginning on [December 1, 2019].

"*Lease*" means the Lease Purchase Agreement dated as of the date hereof between the Trustee, as lessor, and the City, as lessee, and any amendment or supplement thereto.

"*Lease Revenues*" or "*Revenues*" means (a) the Base Rentals; (b) the Purchase Option Price, if paid; (c) any Net Proceeds; (d) any portion of the proceeds of any Certificates deposited with or by the Trustee in the Certificate Fund to pay accrued or capitalized interest on the Certificates; (e) any earnings on moneys on deposit in the Certificate Fund; (f) all other revenues derived from the Lease, excluding Additional Rentals; and (g) any other moneys to which the Trustee may be entitled for the benefit of the Owners.

"*Lease Term*" is defined in the Lease.

"*Leased Property*" means, collectively, the City's leasehold interest pursuant to the Lease in the Site Leased Property described in Appendix B hereto (which is the same property described in Exhibit A to the Lease), the Improvements described in Exhibit B to the Lease and the Equipment described in Exhibit C to the Lease.

"*Moody's*" means Moody's Investors Service, and its successors and assigns.

"*Net Proceeds*," when used with respect to the Leased Property, has the meaning set forth in the Lease.

"*Operations Center*" means the operations center of the Trustee in Salt Lake City, Utah, or at such other location as the Trustee may designate from time-to-time by written notice to the City, the Owners, and the Rating Agencies.

"*Opinion of Counsel*" means a written opinion of legal counsel, who may be counsel to the Trustee.

"*Outstanding*" means all Certificates which have been executed and delivered, except:

(a) Certificates canceled or which shall have been surrendered to the Trustee for cancellation;

(b) Certificates in lieu of which other Certificates have been delivered under Section 2.07 or 2.08 hereof;

(c) Certificates which have been redeemed as provided in Article IV hereof (including Certificates redeemed on payment of an amount less than the outstanding principal thereof and accrued interest thereon to the redemption date as provided in Section 4.01 hereof);

(d) Certificates which are due and for which the Trustee holds funds for the benefit of the Owner thereof pursuant to Section 3.06 hereof;

(e) Certificates which are otherwise deemed discharged pursuant to Section 9.01 hereof; and

(f) Certificates held by the City.

"*Owner*" of a Certificate means the registered owner of any Certificate as shown in the registration records of the Trustee.

"*Permitted Encumbrances*," is defined in the Lease.

"*Permitted Investments*" means any investment which is a lawful investment permitted for the investment of funds of the City by the laws of the State.

"*Person*" means any natural person, firm, corporation, partnership, limited liability company, state, political subdivision of any state, other public body or other organization or association.

"*Plans and Specifications*" means the plans and specifications [held by the City and deposited with the Trustee upon request], pursuant to Section 3.03 hereof, as the same may be amended from time to time, according to which the Project is to be constructed.

"*Project*" means the financing of the construction of three City-owned fire stations.

"*Purchase Option Price*" is defined in the Lease.

"*Rating Agency*" means each nationally recognized securities rating agency then maintaining a rating on the Series 2019 Certificates, and initially means Moody's.

"*Rebate Fund*" means the special fund created by Section 3.04 hereof.

"*Record Date*" means, with respect to each Interest Payment Date, the fifteenth day of the month (whether or not a Business Day) immediately preceding the month in which the Interest Payment Date occurs.

"*Redemption Date*" means the date fixed for the redemption prior to their respective maturities of any Series 2019 Certificates in any notice of prior redemption or otherwise fixed and designated by the City.

"*Redemption Price*" means, when used with respect to a Series 2019 Certificate, the principal amount thereof plus the applicable premium, if any, payable upon the redemption thereof prior to the stated maturity date of such security on a Redemption Date in the manner contemplated in accordance with the terms of such Series 2019 Certificate.

"*Requirement of Law*" means any federal, state or local statute, indenture, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to zoning, environmental, health or safety matters.

"*Series 2019 Certificates*" means the Certificates authorized by Section 2.03 hereof.

"*Site Lease*" means the Site Lease dated as of the date hereof, between the City, as site lessor, and the Trustee, as site lessee, and any amendment or supplement thereto.

"*Site Leased Property*" means the property described in Appendix B hereto and Exhibit A to the Site Lease and any other property that may be defined as part of the Site Leased Property by any Supplemental Indenture.

"*Special Record Date*" means a special date fixed to determine the names and addresses of Owners of Certificates for purposes of paying defaulted interest in accordance with Section 2.02 hereof.

"*State*" means the State of Colorado.

"*Supplemental Indenture*" means any indenture supplementing or amending this Indenture that is adopted pursuant to Article VIII hereof.

"*Trust Bank*" means a commercial bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

"*Trust Estate*" means the property placed in trust by the Trustee pursuant to the Description of Trust Estate in the preambles to this Indenture. The Trust Estate does not include the Rebate Fund or any escrow accounts established pursuant to Section 9.01 hereof.

"*Trustee*" means Zions Bancorporation, National Association, acting solely in its capacity as trustee hereunder, and not in its own corporate capacity, and any successor thereto appointed hereunder.

"*Trustee Representative*" is defined in the Lease.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND DELIVERY OF CERTIFICATES

Section 2.01. Authorized Amount of Certificates. No Certificates may be delivered hereunder except in accordance with this Article. The aggregate principal amount of Certificates that may be delivered hereunder shall not be limited in amount.

Section 2.02. Delivery of Certificates.

(a) The Certificates shall be delivered and sold hereunder for the purpose of paying the Costs of the Project and the Costs of Issuance.

(b) The Certificates shall be deliverable only as fully registered Certificates in the denominations of $5,000 and any integral multiple thereof (provided that no Certificate may be in a denomination which exceeds the principal coming due on any maturity date and bearing interest at the same rate and no individual Certificate may mature on more than one maturity date). The Certificates shall be numbered in such manner as shall be determined by the Trustee.

(c) The principal of and premium, if any, on any Certificate shall be payable to the Owner thereof as shown on the registration records of the Trustee upon maturity or prior redemption in whole thereof and upon presentation and surrender at the Operations Center of the Trustee. Payment of interest on the Certificates shall be made by check or draft of the Trustee mailed, on or before each Interest Payment Date, to the Owner thereof at his address as it last appears on the registration records of the Trustee at the close of business on the Record Date. Any such interest not so timely paid shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Trustee to the Owners of the Certificates, not less than 10 days prior to the Special Record Date, by first-class mail to each such Owner as shown on the Trustee's registration records on a date selected by the Trustee, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. Alternative means of payment of interest may be used if mutually agreed to in writing between the Owner of any Certificate and the Trustee.

Section 2.03. Series 2019 Certificate Details.

(a) The Certificates designated as the "Certificates of Participation, Series 2019" (the "Series 2019 Certificates") shall be delivered in the aggregate principal amount of $_____________. The Series 2019 Certificates shall be dated November __, 2019, shall mature on the dates and in the amounts set forth below and shall bear interest from their original dated date to maturity at the rates per annum shown below, payable on each Interest Payment Date; except that Series 2019 Certificates which are reissued upon transfer, exchange or other replacement shall bear interest at the rates per annum shown below from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the original dated date of the Series 2019 Certificates:

Dates Maturing (December 1)	Amounts Maturing	Interest Rate (Per Annum)
2019	$	%
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

(b) The Series 2019 Certificates shall be in substantially the form set forth in Appendix A hereto, with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the City. All covenants, statements, representations and agreements contained in the Series 2019 Certificates are hereby approved and adopted as the covenants, statements, representations and agreements of the Trustee. Appendix A is an integral part of this Indenture and is incorporated herein as if set forth in full in the body of this Indenture.

(c) Notwithstanding any other provision hereof, the Series 2019 Certificates shall be delivered only in book-entry form registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, acting as securities depository of the Series 2019 Certificates and principal of, premium, if any and interest on the Series 2019 Certificates shall be paid by wire transfer to DTC; provided, however, if at any time the City or the Trustee determines that DTC is no longer able to act as, or is no longer satisfactorily performing its duties as, securities depository for the Series 2019 Certificates, the City may, at its discretion, either (i) designate a substitute securities depository for DTC, whereupon the Trustee shall reregister the Series 2019 Certificates as directed by such substitute securities depository or (ii) terminate the book-entry registration system, whereupon the Trustee shall reregister the Series 2019 Certificates in the names of the beneficial owners thereof provided to it by DTC. The Trustee shall have no liability to DTC, Cede & Co., any substitute securities depository, any Person in whose name the Series 2019 Certificates are reregistered at the direction of any substitute securities depository, any beneficial owner of the Series 2019 Certificates or any other Person for (A) any determination made by the City or the Trustee pursuant to the proviso at the end of the immediately preceding sentence or (B) any action taken to implement such determination and the procedures related thereto that is taken pursuant to any direction of or in reliance on any information provided by DTC, Cede & Co., any substitute securities depository or any Person in whose name the Series 2019 Certificates are reregistered.

Section 2.04. Limited Obligations. Each Certificate shall represent an undivided interest in the right to receive Lease Revenues and shall be payable solely from the Trust Estate in accordance with, and subject to, the terms of this Indenture. No provision of the Certificates, this Indenture, the Site Lease or the Lease shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the City; (d) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

Section 2.05. Execution and Authentication of Certificates. The manual signature of a duly authorized signatory of the Trustee shall appear on each Certificate. Any Certificate shall be deemed to have been executed by a duly authorized signatory of the Trustee if signed by the Trustee, but it shall not be necessary that the same signatory sign all of the Certificates delivered hereunder. If any signatory of the Trustee whose signature appears on a Certificate shall cease to be such official before delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained a duly authorized signatory of the Trustee until delivery of the Certificate.

Section 2.06. Delivery of Certificates. Upon the execution and delivery of this Indenture, and, with respect to any Additional Certificates, the execution and delivery of any Supplemental Indenture relating to such Additional Certificates, the Trustee shall execute and deliver such Certificates to the Initial Purchasers thereof, as hereinafter in this Section provided:

(a) Prior to the delivery by the Trustee of any of such Certificates, there shall have been filed with the Trustee (i) an originally executed counterpart of this Indenture and any Supplemental Indenture relating to such Certificates, (ii) certified copies of any other instruments to be executed and delivered by the Trustee and the City in connection with such Certificates, which, in the case of the Series 2019 Certificates, shall include, but not be limited to, the Lease and the Site Lease, (iii) the certificate insurance policy, if any, insuring the principal of and interest on such Certificates and (iv) the title insurance policy or commitment required by Section 6.05 hereof.

(b) Thereupon, the Trustee shall deliver such Certificates to the Initial Purchaser thereof, upon payment to the Trustee of the agreed purchase price, which sum shall be applied as follows: (i) accrued interest and capitalized interest, if any, on the Certificates shall be deposited into the Interest Account of the Certificate Fund; (ii) the amount required to pay the Costs of Issuance shall be deposited into the Costs of Issuance Fund; and (iii) the remainder shall be deposited into the Construction Fund for the payment of Costs of the Project.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Certificates. In the event that any Certificate is mutilated, lost, stolen or destroyed, a new Certificate may be executed on behalf of the Trustee, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that the Trustee shall have received such evidence, information or indemnity from the Owner of the Certificate the Trustee may reasonably require, and provided further, in case of any mutilated Certificate, that such mutilated Certificate shall first be surrendered to the Trustee. In the event that any such Certificate shall have matured, instead of delivering a duplicate Certificate, the Trustee may pay the same without surrender thereof. The Trustee may charge the Owner of the Certificate with its reasonable fees and expenses in this connection and require payment of such fees and expenses as a condition precedent to the delivery of a new Certificate.

Section 2.08. Registration of Certificates; Persons Treated as Owners; Transfer and Exchange of Certificates.

(a) Records for the registration and transfer of Certificates shall be kept by the Trustee which is hereby appointed the registrar for the Certificates. The principal of, interest on, and any prior redemption premium on any Certificate shall be payable only to or upon the order of the Owner or his legal representative (except as otherwise herein provided with respect to Record Dates and Special Record Dates for the payment of interest). Upon surrender for transfer of any Certificate at the Operations Center of the

Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Trustee shall enter such transfer on the registration records and shall execute and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned.

(b) Fully registered Certificates may be exchanged at the Operations Center of the Trustee for an equal aggregate principal amount of fully registered Certificates of the same maturity and bearing interest at the same rate of other authorized denominations. The Trustee shall execute and deliver Certificates which the Owner making the exchange is entitled to receive, bearing numbers not previously assigned.

(c) The Trustee may require the payment, by the Owner of any Certificate requesting exchange or transfer, of any reasonable charges as well as any taxes, transfer fees or other governmental charges required to be paid with respect to such exchange or transfer.

(d) The Trustee shall not be required to transfer or exchange (i) all or any portion of any Certificate during the period beginning at the opening of business 15 days before the day of the mailing by the Trustee of notice calling any Certificates for prior redemption and ending at the close of business on the day of such mailing, or (ii) all or any portion of a Certificate after the mailing of notice calling such Certificate or any portion thereof for prior redemption.

(e) Except as otherwise herein provided with respect to Record Dates and Special Record Dates for the payment of interest, the person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or interest on any Certificate shall be made only to or upon the written order of the Owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

Section 2.09. Cancellation of Certificates. Whenever any Outstanding Certificates shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment thereof or for or after replacement pursuant to Section 2.07 or 2.08 hereof, such Certificates shall be promptly cancelled by the Trustee.

Section 2.10. Delivery of Additional Certificates.

(a) So long as the Lease Term shall remain in effect and no Event of Nonappropriation or Event of Default shall have occurred, one or more series of Additional Certificates secured in whole or part by the Trust Estate may be sold and delivered upon the terms and conditions provided in this Section. The maturity dates, Interest Payment Dates and the times and amounts of payments on such Additional Certificates shall be as provided in the Supplemental Indenture relating to such Additional Certificates. Additional Certificates may be sold and delivered to provide funds to pay any one or more of the following: (i) the costs of refunding all or any portion of the Outstanding

Certificates; (ii) the costs of making at any time or from time to time such additions, modifications and improvements for or to the Leased Property as the City may deem necessary or desirable; and (iii) costs of acquiring or improving any additional property that will be leased by the Trustee to the City pursuant to a lease purchase agreement similar to the Lease.

(b) Additional Certificates may be delivered only in accordance with subsection (a) of this Section and only upon there being furnished to the Trustee:

(i) originally executed counterparts of a Supplemental Indenture expressly providing that, for all the purposes hereof, the Leased Property shall include any property being financed by the Additional Certificates, and that the Certificates shall mean and include the Additional Certificates being delivered as well as any Certificates and Additional Certificates theretofore delivered, except that the series description of the Additional Certificates, the date or dates of the Additional Certificates, the maturity dates and Interest Payment Dates for the Additional Certificates, the rate or rates of interest on the Additional Certificates, and provisions for the redemption thereof, if any, all may be as provided in the Supplemental Indenture rather than as provided in this Indenture;

(ii) the addition to the Trust Estate of an assignment of the Lease Revenues from or with respect to the property financed with the proceeds of such Additional Certificates;

(iii) a written opinion of Bond Counsel to the effect that the delivery of the Additional Certificates and the execution thereof have been duly authorized, that all conditions precedent to the delivery thereof have been fulfilled, that the delivery of the Additional Certificates will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Certificates, and that the delivery and sale of the Additional Certificates will not constitute an Event of Default nor cause any violation of the covenants set forth in this Indenture;

(iv) a commitment or other evidence that the amount of the title insurance policy required by Section 6.05 hereof will be increased, if necessary, to reflect the amount of the Additional Certificates and all other Outstanding Certificates (or such lesser amount as shall be the maximum insurable value of the real property included in the Leased Property);

(v) a certificate from the City Representative certifying that the Lease Revenues are expected to be sufficient to pay the principal of, premium, if any, and interest on the Additional Certificates and all other Outstanding Certificates when due; and

(vi) evidence that (A) the Additional Certificates will be rated by Moody's, if Moody's then rates any Certificates, at least as high as the highest rated Certificates then Outstanding (or, if the Outstanding Certificates are insured, at least as high as the highest rating on the Certificates then Outstanding without regard to such insurance) and (B) the delivery of the Additional Certificates will not result in a withdrawal or reduction of any rating on any other Outstanding Certificates.

(c) No Additional Certificates, notes, certificates, contracts or any other obligations shall be delivered hereunder if an Event of Default or Event of Nonappropriation shall have occurred and be continuing with respect to the Outstanding Certificates.

(d) Each of the Additional Certificates delivered pursuant to this Section shall (except as otherwise provided in Sections 3.01(d) and 3.02(d) hereof) be proportionately and ratably secured with the Certificates originally delivered hereunder and all other series of Additional Certificates, if any, delivered pursuant to this Section, without preference, priority or distinction of any Certificates or Additional Certificates over any other.

Section 2.11. Negotiability. Subject to the registration provisions hereof, the Certificates shall be fully negotiable and shall have all the qualities of negotiable paper, and the Owners thereof shall possess all rights enjoyed by the holders or owners of negotiable instruments under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest on the Certificates shall be paid, and the Certificates shall be transferable, free from and without regard to any equities, set-offs or cross-claims between the Trustee and the original or any intermediate owner of any Certificates.

ARTICLE III

FUNDS AND ACCOUNTS

Section 3.01. Certificate Fund.

(a) ***Creation of the Certificate Fund***. A special fund is hereby created and established with the Trustee to be designated the "City of Greeley Certificates of Participation Certificate Fund" (the "Certificate Fund"), which shall be used to pay the principal of, premium, if any, and interest on the Certificates. Within the Certificate Fund there are hereby created and established an Interest Account and a Principal Account which shall be used as set forth in subsection (d) of this Section.

(b) ***Payments into the Interest Account of the Certificate Fund***. There shall be deposited into the Interest Account of the Certificate Fund (i) all accrued interest and capitalized interest, if any, received at the time of the delivery of the Certificates; (ii) that portion of each payment of Base Rentals made by the City which is designated and paid as the interest component thereof under Exhibit D to the Lease; (iii) any moneys transferred to the Interest Account of the Certificate Fund from the Costs of Issuance Fund pursuant to Section 3.02 hereof; and (iv) all other moneys received by the Trustee under this Indenture accompanied by directions that such moneys are to be deposited into the Interest Account of the Certificate Fund.

(c) ***Payments into the Principal Account of the Certificate Fund***. There shall be deposited into the Principal Account of the Certificate Fund (i) that portion of each payment of Base Rentals made by the City which is designated and paid as the principal component thereof under Exhibit D to the Lease, as it may be amended; and (ii) all other moneys received by the Trustee under this Indenture accompanied by directions that such moneys are to be deposited into the Principal Account of the Certificate Fund.

(d) ***Use of Moneys in the Certificate Fund***. Moneys in the Interest Account of the Certificate Fund shall be used solely for the payment of interest on the Certificates and moneys in the Principal Account of the Certificate Fund shall be used solely for the payment of the principal of and premium, if any, due on the Certificates; provided that (i) in the event that there are any remaining moneys upon payment of the interest due on the Certificates, such moneys may be used for the payment of principal of and premium, if any, due on the Certificates; (ii) moneys representing accrued interest and capitalized interest received at the time of the delivery of any series of Certificates shall be used solely to pay the first interest due on such Certificates; and (iii) the Purchase Option Price and any other moneys transferred to the Certificate Fund with specific instructions that such moneys be used to pay the redemption price of Certificates shall be used solely to pay the redemption price of Certificates shall be used solely to pay the principal and interest due on the Certificates, the proceeds of which were used to fund such account; provided, further, that all moneys in the Certificate Fund shall be available to pay the redemption price of Certificates in connection with a redemption of all the Certificates and to pay the principal of, premium, if any, and interest on any Certificates following an Event of Default or Event of Nonappropriation.

Section 3.02. Costs of Issuance Fund. A special fund is hereby created and established by the Trustee and designated the City of Greeley Series 2019 Certificates of Participation Cost of Issuance Fund (the "Costs of Issuance Fund"). There shall be deposited into the Costs of Issuance Fund or transferred to the City from proceeds of the Series 2019 Certificates an amount equal to the Costs of Issuance, as certified by a City Representative. Such moneys deposited into the Costs of Issuance Fund shall be disbursed by the Trustee to pay the costs of execution and delivery of the Certificates as directed in writing by the City or paid directly by the City for reimbursement of costs of issuance paid by the City. The Trustee may rely conclusively on any such direction and shall not be required to make any independent investigation in connection therewith. Upon the earlier of the date that is six months following the date of the Series 2019 Certificates or the receipt by the Trustee of a written notice of the City that the remaining moneys in the Costs of Issuance Fund are not needed to pay the costs of execution and delivery of the Series 2019 Certificates the Trustee shall transfer such remaining amounts to the Interest Account of the Certificate Fund and the Costs of Issuance Fund shall, without further direction, be closed.

Section 3.03. Construction Fund. A special account is hereby created and established with the Trustee, to be designated the City of Greeley Series 2019 Certificates of Participation Construction Fund (the "Construction Fund"). The net proceeds of the Series 2019 Certificates remaining after any required deposits to the Costs of Issuance Fund and the Interest Account of the Certificate Fund shall be deposited to the Construction Fund, to be held, invested, reinvested if necessary and applied as provided herein.

On the date of execution and delivery of this Indenture, or as soon as practicable thereafter, the City shall deposit with the Trustee the Plans and Specifications. The City is authorized, on behalf of the Trustee, to enter into one or more construction contracts for the Project or portions thereof, which contracts shall be deposited with the Trustee, shall be consistent with the Plans and Specifications deposited with the Trustee as they may be amended from time to time by the City, and may be made payable from the Construction Fund and any other sources of funds designated by the City.

The Construction Fund shall be used to account for the net proceeds of the Series 2019 Certificates expended on the Project, provided that the City may make available in its discretion, by deposits to the Construction Fund or otherwise, additional funds to pay the reasonable or necessary costs incidental to the acquisition, construction, improvement or equipping of the Project and all other necessary and incidental expenses in connection with the foregoing. The amounts in the Construction Fund shall be expended in accordance with the provisions of this Section 3.03. The Trustee shall issue its checks on or otherwise transfer funds from the Construction Fund for each payment pursuant to this Section 3.03.

Amounts in the Construction Fund may be invested in Permitted Investments or, upon the written direction of a City Representative, in repurchase agreements having terms exceeding 365 days and otherwise qualifying under the City's then effective investment policy.

The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all payments therefrom, which shall be open to inspection by the City, the Owners or their duly authorized agents during normal business hours of, and upon reasonable notice to, the Trustee. After the City certifies the completion date of the Project, the Trustee shall file a statement of income and disbursements with respect to the Construction Fund with the City. Any moneys then remaining in the Construction Fund shall be transferred by the Trustee to the Certificate Fund and applied to the principal of and interest on the Series 2019 Certificates, or to the Series 2019 Rebate Fund, as directed by a City Representative.

Upon the occurrence of an Event of Default hereunder and the exercise by the Trustee of the remedies specified in the Lease and this Indenture, unless the Trustee is directed by the Owners pursuant to Section 7.06 hereof to apply money in the Construction Fund to the Project, any moneys in the Construction Fund shall be transferred by the Trustee to the Interest Account of the Certificate Fund and, with respect to any moneys in excess of the amount required to pay interest on the Series 2019 Certificates, to the Principal Account of the Certificate Fund. In the event of an exercise of the Purchase Option with respect to the Leased Property allocable to the Series 2019 Certificates pursuant to the Lease, any moneys in the Construction Fund shall be transferred to the Principal Account of the Certificate Fund and applied to the payment of the principal of and premium, if any, on the Series 2019 Certificates.

The Construction Fund shall be held in the custody of the Trustee but in the name of and for the benefit of the City, and the City shall direct the Trustee, on the requisition of a City Representative, to withdraw sufficient funds from the Construction Fund to pay or reimburse the City for any payments made by it toward the Costs of the Project, and without such requisition to make required transfers to the Series 2019 Rebate Fund for arbitrage rebate payments in connection with the Series 2019 Certificates, which authorization and direction the Trustee hereby accepts. The Trustee is authorized to and directed to make payments from the Construction Fund to pay (or to reimburse the City for the payment of) the Costs of the Project, including costs related to the design, planning, acquisition, construction, improvement, equipment and operation of the Project.

Each payment of Costs of the Project shall be made only upon receipt by the Trustee of a requisition, in substantially the form set forth in Appendix C hereto, signed by a City Representative, together with a detailed explanation showing the payment to be necessary and reasonable, stating:

(a) the requisition number;

(b) the name and address of the person, firm or corporation to whom payment is due or was made;

(c) the amount to be paid or for which reimbursement is sought;

(d) that none of the items for which the payment or reimbursement is proposed to be made has been the subject of any payment or reimbursement theretofore made from the Construction Fund;

(e) the nature of each item for which the payment or reimbursement is proposed to be made and that such item is or was reasonable and necessary in connection with the design, planning, acquisition, construction, improvement or equipping of Improvements to the Site Leased Property included in the Project, and in all cases is a proper charge against the Construction Fund.

No disbursement requested in any requisition shall be made by the Trustee for Improvements unless the City Representative also certifies that the requirements with respect to lien waivers included in any applicable contract have been met. The Trustee may conclusively rely on any such requisition and shall not be required to make any examination or independent investigation in connection therewith.

The City acknowledges that the Trustee cannot process such disbursement request until the Trustee is in receipt of a valid Form W-9 or Form W-8, as applicable, from each payee, in accordance with Internal Revenue Service regulations and the Foreign Account Tax Compliance Act.

Section 3.04. Rebate Fund.

(a) ***Creation of the Rebate Fund***. A special fund is hereby created and established with the Trustee to be designated the "City of Greeley Certificates of Participation Rebate Fund" (the "Rebate Fund").

(b) ***Deposits into the Rebate Fund***. There shall be deposited into the Rebate Fund (i) all amounts paid by the City pursuant to subsection (e) of this Section; and (ii) all other moneys delivered to the Trustee that are accompanied by instructions to deposit the same into the Rebate Fund.

(c) ***Use of Moneys in the Rebate Fund***. Not later than 60 days after December 1, 2023 and every five years thereafter, the Trustee shall, at the written direction of the City, pay to the United States of America 90% of the amount required to be on deposit in the Rebate Fund as of such payment date. No later than 60 days after the final retirement of the Certificates, the Trustee shall, at the written direction of the City, pay to the United States of America 100% of the amount required to be on deposit in the Rebate Fund which shall remain in effect for such period of time as is necessary for such final payment to be made. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Internal Revenue Form 8038-T executed by the City and a statement prepared by the City or its agent summarizing the determination of the amount to be paid to the United States of America. The Trustee acknowledges that the City has reserved the right, in all events, to pursue such remedies and procedures as are available to it in order to assert any claim of overpayment of any rebated amounts.

(d) ***Administration of Rebate Fund***. The City shall make or cause to be made all requisite rebate calculations so as to provide the information required to transfer moneys to the Rebate Fund pursuant to subsection (b) of this Section and to make the payments required by subsection (c) of this Section. The Trustee shall make deposits to and disbursements from the Rebate Fund in accordance with the written directions of the City given pursuant to the Investment Instructions (the "Investment Instructions") and the Tax Compliance Certificate (the "Tax Compliance Certificate") executed by the City in connection with the initial delivery of the Series 2019 Certificates or any similar certificate or instrument delivered by the City in connection with the initial delivery of any Additional Certificates. The Trustee shall, at the written direction of the City, invest the Rebate Fund pursuant to said Investment Instructions and shall deposit income from said investments immediately upon receipt thereof in the Rebate Fund, all as set forth in the Investment Instructions. The Investment Instructions may be superseded or amended by new Investment Instructions drafted by, and accompanied by an opinion of, Bond Counsel addressed to the Trustee to the effect that the use of said new Investment Instructions will not cause the interest on the Certificates to be includible in the gross income of the recipients thereof for purposes of federal income taxation. The City may employ, at its expense, a designated agent to calculate the amount of deposits to and disbursements from the Rebate Fund. If a withdrawal from the Rebate Fund is permitted as a result of the computation described in the Investment Instructions, the amount withdrawn shall be deposited in the Certificate Fund. Record of the determinations required by this Section and delivered to the Trustee and the Investment Instructions must be retained by the Trustee until six years after the final retirement of the Certificates.

(e) ***Payments by the City***. The City has agreed in the Lease, subject to the terms of the Lease, that, if, for any reason, the amount on deposit in the Rebate Fund is less than the amount required to be paid to the United States of America on any date, the City will pay to the Trustee as Additional Rentals under the Lease the amount required to make such payment on such date.

Section 3.05. Nonpresentment of Certificates. In the event any Certificate shall not be presented for payment when due, if funds sufficient to pay such Certificate shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds without liability for interest thereon, for the benefit of the Owner of such Certificate, who shall be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to such Certificate. Funds so held but unclaimed by an Owner shall be transferred to the Principal Account of the Certificate Fund and shall be applied to the payment of the principal of other Certificates after the expiration of three years or, upon receipt by the Trustee of an opinion of Bond Counsel that such funds may be made available for such use on such earlier date, on any earlier date designated by the Trustee.

Section 3.06. Moneys to be Held in Trust. The Certificate Fund, the Costs of Issuance Fund, and, except for the Rebate Fund and any escrow accounts established pursuant to Section 9.01 hereof, any other fund or account created hereunder shall be held by the Trustee, for the benefit of the Owners as specified in the Indenture, subject to the terms of this Indenture, the Lease and the Site Lease. The Rebate Fund shall be held by the Trustee for the purpose of making payments to the United States of America pursuant to Section 3.04(c) hereof. Any escrow account established pursuant to Section 9.01 hereof shall be held for the benefit of the Owners of the Certificates to be paid therefrom as provided in the applicable escrow agreement.

Section 3.07. Repayment to the City from the Trustee. After payment in full of the principal of, premium, if any, and interest on the Certificates, all rebate payments due to the United States of America, the fees and expenses of the Trustee and all other amounts required to be paid hereunder, any remaining amounts held by the Trustee pursuant hereto shall be paid to the City.

ARTICLE IV

REDEMPTION OF SERIES 2019 CERTIFICATES

Section 4.01. Redemption of Series 2019 Certificates in Whole Upon an Event of Nonappropriation or Event of Default.

(a) The Series 2019 Certificates shall be called for redemption in whole at a redemption price determined pursuant to subsection (b) of this Section, on any date, in the event of the occurrence of an Event of Nonappropriation or the occurrence and continuation of an Event of Default.

(b) The redemption price for any redemption pursuant to this Section shall be the lesser of (i) the principal amount of the Series 2019 Certificates, plus accrued interest to the redemption date (without any premium); or (ii) the sum of (A) the amount, if any, received by the Trustee from the exercise of remedies under the Lease with respect to the Event of Nonappropriation or the occurrence and continuation of the Event of Default that gave rise to such redemption and (B) the other amounts available in the Trust Estate for payment of the redemption price of the Series 2019 Certificates, which amounts shall be allocated among the Series 2019 Certificates in proportion to the principal amount of each Series 2019 Certificate. Notwithstanding any other provision hereof, the payment of the redemption price of any Series 2019 Certificate pursuant to this Section shall be deemed to be the payment in full of such Series 2019 Certificate and no Owner of any Series 2019 Certificate redeemed pursuant to this Section shall have any right to any payment from the Trustee or the City in excess of such redemption price.

(c) In addition to any other notice required to be given under this Article or any other provision hereof, the Trustee shall, as soon as reasonably practicable upon the occurrence of an Event of Nonappropriation or an Event of Default, notify the Owners (i) that such event has occurred and (ii) whether or not the funds then available to it for such purpose are sufficient to pay the redemption price set forth in clause (i) of subsection (b) of this Section. If the funds then available to the Trustee are sufficient to pay the redemption price set forth in clause (i) of subsection (b) of this Section, such redemption price shall be paid as soon as reasonably practicable. If the funds then available to the Trustee are not sufficient to pay the redemption price set forth in clause (i) of subsection (b) of this Section, the Trustee shall (A) as soon as reasonably practicable, pay the portion of the redemption price that can be paid from the funds available, net of any funds which, in the judgment of the Trustee, should be set aside to pursue remedies under the Lease and (B) subject to the provisions of Article VII hereof, as soon as reasonably practicable, begin to exercise and shall diligently pursue all remedies available to it under the Lease in connection of such Event of Nonappropriation or Event of Default. The remainder of the redemption price, if any, shall be paid to the Owners if and when funds become available to the Trustee from the exercise of such remedies.

Section 4.02. Optional Redemption of Series 2019 Certificates. The Series 2019 Certificates maturing in the years 20__ - 20__ are not subject to redemption prior to their respective maturity dates. The Series 2019 Certificates maturing in the years 20__ and thereafter are subject to redemption at the option of the City on December 1, 20__ and any date thereafter at a redemption price of 100% of their principal amount, without redemption premium, plus accrued interest to the date of redemption.

Section 4.03. Mandatory Sinking Fund Redemption. The Series 2019 Certificates maturing on December 1, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to the principal amount of the Series 2019 Certificates, plus accrued interest to the redemption date (without any premium), in the annual amounts set forth below:

December 1 of the Year	**Principal Amount**
20__	$
20__	
20__	
20__ [1]	

[1] Maturity Date.

Section 4.04. Notice of Redemption.

(a) Notice of the call for any redemption, identifying the Certificates or portions thereof to be redeemed and specifying the terms of such redemption, shall be given by the Trustee by Electronic Means or by mailing a copy of the redemption notice by United States certified or registered first-class mail, at least 30 days prior to the date fixed for redemption, to the Owner of each Certificate to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings of any Certificates as to which no such failure has occurred.

(b) Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

(c) If at the time of mailing of notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Certificates called for redemption, which moneys are or will be available for redemption of Certificates, such notice will state that it is conditional upon the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Section 4.05. Redemption Payments.

(a) On or prior to the date fixed for redemption, the Trustee shall apply funds to the payment of the Certificates called for redemption, together with accrued interest thereon to the redemption date, and any required premium. Upon the giving of notice and the deposit of such funds as may be available for redemption pursuant to this Indenture (which, in the case of redemption pursuant to Section 4.01 hereof, may be less than the full principal amount of the Outstanding Certificates and accrued interest thereon to the redemption date), interest on the Certificates or portions thereof thus called for redemption shall no longer accrue after the date fixed for redemption.

(b) The Trustee shall pay to the Owners of Certificates so redeemed, the amounts due on their respective Certificates, at the Operations Center of the Trustee upon presentation and surrender of the Certificates.

Section 4.06. Cancellation. All Certificates which have been redeemed shall not be redelivered but shall be canceled by the Trustee in accordance with Section 2.09 hereof.

Section 4.07. Delivery of New Certificates Upon Partial Redemption of Certificates. Upon surrender and cancellation of a Certificate for redemption in part only, a new Certificate or Certificates of the same maturity and of authorized denomination in an aggregate principal amount equal to the unredeemed portion thereof, shall be executed on behalf of and delivered by the Trustee to the Owner thereof.

ARTICLE V

INVESTMENTS

Section 5.01. Investment of Moneys. All moneys held as part of any fund, account or subaccount created hereunder shall, subject to Sections 5.02 and 6.04 hereof, be deposited or invested and reinvested by the Trustee, at the written direction of the City, in Permitted Investments. The Trustee may conclusively rely upon the City's written instruction as to both the suitability and legality of the directed investments. If the City fails to provide written directions concerning investment of moneys held by the Trustee, the Trustee may invest in a money market fund, provided funds will be available for withdrawal from such money market fund prior to the date such funds will be needed. Any and all such deposits or investments shall be held by or under the control of the Trustee. The Trustee may make any and all such deposits or investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. Income from deposits or investments of moneys held in the Rebate Fund shall be deposited as provided in Section 3.04 hereof and income from deposits or investments of moneys held in any escrow account established pursuant to Section 9.01 hereof shall be deposited as provided in the escrow agreement governing such escrow account. Otherwise, except as otherwise provided by Article III hereof, deposits or investments shall at all times be a part of the fund, account or subaccount from which the moneys used to acquire such deposits or investments shall have come, and all income and profits on such deposits or investments shall be credited to, and losses thereon shall be charged against, such fund, account or subaccount. The Trustee shall sell and reduce to cash a sufficient amount of such deposits or investments in the respective funds whenever the cash balance in the Principal Account or Interest Account is insufficient to pay the principal of or interest on the Certificates when due, or whenever the cash balance in any fund or account created hereunder is insufficient to satisfy the purposes of such fund or account. Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Trustee to the City shall confirm that the investment transactions identified therein accurately reflect the investment directions of the City, unless the City notified the Trustee in writing to the contrary within thirty (30) days of the date of such statement. The Trustee is specifically authorized to purchase or invest in shares of any investment company that (i) is registered under the Investment Company Act of 1940, as amended (including both corporations and Massachusetts business trusts, and including companies for which the Trustee may provide advisory, administrative, custodial, or other services for compensation), (ii) invests substantially all of its assets in short-term high-quality money-market instruments, limited to obligations issued or guaranteed by the United States, and (iii) maintains a constant asset value per share. The Trustee is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments. In computing the amount in any fund or account created hereunder for any purpose hereunder, investments shall be valued at fair market value determined by the Trustee based on accepted industry standards and from accepted industry providers; provided that, that value of any investment that cannot be so valued shall be established by prior agreement between the City and the Trustee.

Section 5.02. Tax Certification. The Trustee certifies and covenants to and for the benefit of the Owners that so long as any of the Certificates remain Outstanding, moneys in any fund or account held by the Trustee under this Indenture, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other source, will not be knowingly deposited or invested in a manner which will be a violation of Section 6.04 hereof.

ARTICLE VI

CONCERNING THE TRUSTEE

Section 6.01. Representations, Covenants and Warranties Regarding Execution, Delivery and Performance of Indenture. The Trustee represents, covenants and warrants that:

(a) the Trustee (i) is a national banking association that is duly organized, validly existing and in good standing under the laws of the United States of America; (ii) is duly qualified to do business in the State; (iii) solely in its capacity as trustee hereunder, is the site lessee of the Site Leased Property pursuant to the Site Lease; and (iv) is authorized, under its articles of association and applicable law, to lease the Site Leased Property from the City, to lease the Leased Property to the City, to hold in trust the Trust Estate and to execute, deliver and perform its obligations under this Indenture;

(b) the Trustee, as lessor, and the City, as lessee, have entered into the Lease pursuant to which the Trustee has leased the Leased Property to the City and the City has agreed to pay Base Rentals and Additional Rentals, subject, in each case, to the terms of the Lease;

(c) the execution, delivery and performance of this Indenture by the Trustee has been duly authorized by the Trustee and, upon the execution of this Indenture by the Trustee, this Indenture will be enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America;

(d) the execution, delivery and performance of the terms of this Indenture by the Trustee does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Indenture or the Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon the Trust Estate or any of the property or assets of the Trustee;

(e) the Trustee may in the future enter into other leases or agreements similar or dissimilar to the Lease under which the Trustee will be entitled to receive revenues;

(f) in order to finance the Project, the Certificates will be executed and delivered pursuant to this Indenture;

(g) the Trustee has entered into this Indenture for and on behalf of the Owners and will, except as otherwise specifically provided herein, hold its rights hereunder, including its rights with respect to the Trust Estate, for the equal and proportionate benefit of the Owners, and will disburse moneys received by it in accordance with this Indenture;

(h) there is no litigation or proceeding pending or, to the best of its knowledge, threatened against the Trustee affecting the right of the Trustee to execute, deliver or perform its obligations under this Indenture;

(i) the Trustee acknowledges and recognizes that the Lease will be terminated upon the occurrence of an Event of Nonappropriation thereunder, and that a failure by the City to appropriate funds in a manner that results in an Event of Nonappropriation under the Lease is a legislative act that is solely within the discretion of the Council; and

(j) the Trustee: (i) did not select the Leased Property; (ii) has no responsibility for the value or condition thereof; (iii) has taken title to the Leased Property solely in its capacity as Trustee hereunder and not in its own corporate capacity; (iv) is not responsible for any failure of the Leased Property to be in conformance with any Requirement of Law; and (v) shall not be deemed to be an owner or operator of the Leased Property for purposes of any environmental law.

Section 6.02. Duties of the Trustee. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default or Event of Nonappropriation and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically assigned to it in the Lease and this Indenture. In case an Event of Default or Event of Nonappropriation has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by the Lease and this Indenture, and use the degree of care and skill applicable to trustees of municipal bond issues under Colorado law.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to act upon an Opinion of Counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon an Opinion or advice of Counsel and shall not be responsible for any loss or damage resulting from any action or nonaction taken by or omitted to be taken in good faith in reliance upon such Opinion or advice of Counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Certificates (except in respect of the execution of the Certificates by the Trustee), for collecting any insurance moneys, for the sufficiency of the security for the Certificates delivered hereunder or intended to be secured hereby, or for the value of or title to the Leased Property.

(d) The Trustee shall not be accountable for the use of any Certificates delivered to the Initial Purchaser hereunder. The Trustee may become the Owner of Certificates with the same rights which it would have if not Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Certificate shall be conclusive and binding upon any Certificates delivered in place thereof.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default or Event of Nonappropriation except failure by the City to cause to be made any of the payments to the Trustee required to be made thereunder, unless (i) an officer in the Trustee's trust department has actual knowledge of such Event of Default or Event of Nonappropriation or (ii) the Trustee has been notified in writing of such Event of Default or Event of Nonappropriation by the City or by the Owners of at least 10% in aggregate principal amount of Certificates then Outstanding.

(h) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or law.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything in this Indenture to the contrary, the Trustee shall have the right, but shall not be required, to demand in respect of the delivery of any Certificates, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee.

(k) The Trustee shall not be required to advance any of its own funds in the performance of its obligations hereunder unless it has received assurances or indemnification satisfactory to it that it will be repaid.

(l) In no event shall the Trustee be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of the performance of its obligations under this Indenture.

(m) Notwithstanding any other provision hereof, in determining whether the rights of the Owners will be adversely affected by any action taken pursuant to the terms and provisions hereof, the Trustee shall consider the effect on the Owners.

(n) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Certificate Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(p) The Trustee may inform the Certificate Owners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event, no fiduciary duty exists which imposes any obligation for the Trustee to foreclose upon, manage, maintain or operate the Leased Property, if the Trustee in its individual capacity determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

Section 6.03. Maintenance of Existence; Performance of Obligations.

(a) The Trustee shall at all times maintain its existence and will use its best efforts to maintain, preserve and renew all the rights and powers provided to it under its articles of association and bylaws, action of its board of directors and applicable law; provided, however, that this covenant shall not prevent the assumption, by operation of law or otherwise, by any Person of the rights and obligations of the Trustee hereunder, but only if and to the extent such assumption does not materially impair the rights of the Owners of any Outstanding Certificates or the City.

(b) The Trustee shall do and perform or cause to be done and performed all acts and things required to be done or performed in its capacity as Trustee under the provisions of this Indenture, the Lease and any other instrument or other arrangement to which it is a party.

Section 6.04. Tax Covenant. The Trustee shall not knowingly take any action or omit to take any action with respect to the Certificates, the proceeds of the Certificates, the Trust Estate or any other funds or property and it will not knowingly permit any other Person to take any action or omit to take any action with respect thereto if the City has informed the Trustee that such action or omission would cause interest on any of the Certificates to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations (except, with respect to corporations, as such interest is required to be taken into account in determining "adjusted current earnings" for the purpose of computing the alternative minimum tax imposed on such corporations). In furtherance of this covenant, the Trustee agrees, at the written direction of the City, to comply with the procedures set forth in the Tax Compliance Certificate delivered by the City in connection with the initial delivery of the Series 2019 Certificates and the provisions of any similar certificate or instrument delivered by the City in connection with the initial delivery of any Additional Certificates. The covenants set forth in this Section shall remain in full force and effect notwithstanding the payment in full or defeasance of the Certificates until the date on which all obligations of the Trustee in fulfilling such covenants have been met. The covenants set forth in this Section shall not, however, apply to any series of Certificates if, at the time of the initial delivery thereof, the interest on such series of Certificates is intended to be subject to federal income tax.

Section 6.05. Title Insurance. The Trustee shall be provided with a standard lender's title insurance policy insuring the Trustee's interest in the real estate included in the Leased Property, and if all or any portion of the Trustee's title to the real estate included in the Leased Property is a leasehold interest, then also insuring the title of the owner of such real estate, subject only to Permitted Encumbrances, in an amount not less than the lesser of either the Outstanding amount of Certificates or the insurable value of such real property. Such policy, or a binding commitment therefor, shall be in a form approved by the City and shall be provided to the Trustee concurrently with the initial delivery of any Certificates.

Section 6.06. Sale or Encumbrance of Leased Property. As long as there are any Outstanding Certificates, and as except otherwise permitted by this Indenture and except as the Lease otherwise specifically requires, the Trustee shall not sell or otherwise dispose of any of the Leased Property unless it determines that such sale or other disposal will not materially adversely affect the rights of the Owners of the Certificates.

Section 6.07. Rights of Trustee Under the Lease. The Trustee hereby covenants for the benefit of the Owners that the Trustee will observe and comply with its obligations under the Lease, including but not limited to the provisions of Article IX of the Lease regarding the conveyance of the Leased Property and releases of Equipment and the Site Lease, and that the representations made by the Trustee in the Site Lease and in Section 2.01 of the Lease. Wherever in the Lease or the Site Lease it is stated that the Trustee shall be notified or wherever the Lease or the Site Lease gives the Trustee some right or privilege, such part of the Lease or the Site Lease shall be as if it were set forth in full in this Indenture.

Section 6.08. Defense of Trust Estate. The Trustee shall at all times, to the extent permitted by law, upon receipt of assurances or indemnification satisfactory to it that it will be repaid for such action, defend, preserve and protect its interest in the Leased Property and the other property or property rights included in the Trust Estate and all the rights of the Owners under this Indenture against all claims and demands of all Persons whomsoever.

Section 6.09. Compensation of Trustee. During the Lease Term, the Trustee shall be entitled to compensation in accordance with Section 10.06 of the Lease. In no event shall the Trustee be obligated to advance its own funds in order to take any action in its capacity as Trustee hereunder. The rights of the Trustee to payments pursuant to this Section shall be superior to the rights of the Owners with respect to the Trust Estate.

Section 6.10. Resignation or Replacement of Trustee.

(a) The present or any future Trustee may resign by giving written notice to the Owners of a majority in principal amount of the Certificates and the City not less than 60 days before such resignation is to take effect. Such resignation shall take effect only upon the appointment of a successor qualified as provided in subsection (d) of this Section; provided, however, that if no successor is appointed within 90 days following the date designated in the notice for the Trustee's resignation to take effect, the resigning Trustee may petition a court of competent jurisdiction for the appointment of a successor.

(b) The present or any future Trustee may be removed at any time (i) by the City for any reason upon delivery to the Trustee of an instrument signed by the City Representative and accompanied by a resolution of the Council seeking such removal, provided that the City shall not be entitled to remove the Trustee pursuant to this clause if an Event of Default has occurred and is continuing or if any Event of Nonappropriation has occurred; (ii) if an Event of Default has occurred and is continuing or if an Event of Nonappropriation has occurred, by the Owners of a majority in principal amount of the Certificates Outstanding upon delivery to the Trustee of an instrument or concurrent instruments signed by such Owners or their attorneys in fact duly appointed; or (iii) by any Owner, upon delivery to the Trustee of an instrument signed by such Owner or his or her attorney in fact duly appointed following a determination by a court of competent jurisdiction that the Trustee is not duly performing its obligations hereunder or that such removal is in the best interests of the Owners.

(c) In case the present or any future Trustee shall at any time resign or be removed or otherwise become incapable of acting, a successor may be appointed by the City. The City, upon making such appointment, shall forthwith give notice thereof to each Owner, which notice may be given concurrently with the notice of resignation given by any resigning Trustee. The Owners of a majority in principal amount of the Certificates Outstanding may thereupon act to appoint a successor trustee to such successor appointed by the City, by an instrument or concurrent instruments signed by such Owners, or their attorneys in fact duly appointed. Any successor so appointed by the City shall immediately and without further act be superseded by a successor appointed in the manner above provided by the Owners of a majority in principal amount of the Certificates Outstanding.

(d) Every successor shall be a commercial bank with trust powers in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority, qualified to act hereunder, having a capital and surplus of not less than $75,000,000. Any successor trustee shall execute, acknowledge and deliver to the present or then trustee an instrument accepting appointment as successor trustee hereunder and as successor to the then current trustee in its capacity as site lessee under the Site Lease and lessor under the Lease, and thereupon such successor shall, without any further act, deed or conveyance, (i) become vested with all the previous rights, title and interest in and to, and shall become responsible for the previous obligations with respect to, the Leased Property and the Trust Estate and (ii) become vested with the previous rights, title and interest in, to and under, and shall become responsible for the trustee's obligations under this Indenture, the Site Lease and the Lease with like effect as if originally named as Trustee herein and therein. The previous trustee shall execute and deliver to the successor trustee (A) such transfer documents as are necessary to transfer the Trustee's interest in the Leased Property to the successor trustee, (B) an instrument in which the previous trustee resigns as trustee hereunder, as site lessee under the Site Lease, as lessor under the Lease, and (C) at the request of the successor trustee, one or more instruments conveying and transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the previous trustee in the Leased Property, the Trust Estate, this Indenture, the Site Lease and the Lease in a manner sufficient, in the reasonable judgment of the successor trustee, to duly assign, transfer and deliver to the successor all properties and moneys held by the previous trustee in accordance with the laws of the State. Should any other instrument in writing from the previous trustee be required by any successor for more fully and certainly vesting in and confirming to it the rights, title and interest to be transferred pursuant to this Section, the previous trustee shall, at the reasonable discretion and at the request of the successor trustee, make, execute, acknowledge and deliver the same to or at the direction of the successor trustee.

(e) The instruments evidencing the resignation or removal of the Trustee and the appointment of a successor hereunder, together with all other instruments provided for in this Section shall be filed and/or recorded by the successor trustee in each recording office, if any, where this Indenture, the Site Lease and/or the Lease shall have been filed and/or recorded.

Section 6.11. Conversion, Consolidation or Merger of Trustee. Any commercial bank with trust powers into which the Trustee or its successor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business as a whole shall be the successor of the Trustee under this Indenture with the same rights, powers, duties and obligations and subject to the same restrictions, limitations and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto or thereto, anything herein or therein to the contrary notwithstanding. In case any of the Certificates to be delivered hereunder shall have been executed, but not delivered, any successor Trustee may adopt the signature of any predecessor Trustee, and deliver the same as executed; and, in case any of such Certificates shall not have been executed, any successor Trustee may execute such Certificates in the name of such successor Trustee.

Section 6.12. Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the Owners, the Trustee may intervene on behalf of Owners, and shall do so if requested in writing by the Owners of at least 50% in principal amount of Certificates Outstanding and upon receipt by it of assurances or indemnification satisfactory to it that it will be repaid for such action.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Remedies of Trustee Upon the Occurrence of an Event of Default or Event of Nonappropriation. Upon the occurrence of an Event of Default or Event of Nonappropriation:

(a) the Trustee shall be entitled to apply any moneys in any of the funds or accounts created hereunder (except the Rebate Fund and any escrow accounts established pursuant to Section 9.01 hereof) to the payment of the principal of, premium, if any, and interest on the Certificates when due;

(b) the Trustee may, and at the request of the Owners of a majority in principal amount of the Certificates then Outstanding and upon receipt of assurances or indemnification satisfactory to it that it will be repaid for such action, shall, without any further demand or notice, exercise any of the remedies available to it under the Lease; and

(c) the Trustee may take any other action at law or in equity that may appear necessary or desirable to enforce the rights of such Owner.

Section 7.02. Remedies of Trustee Upon Event of Default by the City Under the Site Lease. Upon an event of default by the City under the Site Lease, the Trustee may, and at the request of the Owners of a majority in principal amount of the Certificates then Outstanding and upon receipt of assurances or indemnification satisfactory to it that it will be repaid for such action, shall, without further demand or notice, take any action at law or in equity that may appear necessary or desirable to enforce the rights of the Trustee and the Owners.

Section 7.03. Reserved.

Section 7.04. Reserved.

Section 7.05. Limitations Upon Rights and Remedies of Owners. No Owner of any Certificate shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in Section 6.02(g) hereof, or of which under that Section it is deemed to have notice, (b) such default shall have become an Event of Default, (c) the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Certificates then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit, or proceedings in their own name, and shall have also offered to the Trustee indemnity as provided in Section 7.02 hereof, and (d) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name; such notification, request, and offer of indemnity are declared in every case at the option of the Trustee to be conditions precedent to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Owners of Certificates shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by his, her, its, or their action, or to enforce any right hereunder except in the manner herein provided and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal benefit of the Owners of all Certificates then Outstanding.

Section 7.06. Majority of Owners May Control Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in principal amount of the Certificates then Outstanding shall have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Lease, the Site Lease or this Indenture, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof.

Section 7.07. Trustee to File Proofs of Claim in Receivership, Etc. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the City or the Leased Property, the Trustee shall, to the extent permitted by law, be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have claims of the Trustee and of the Owners allowed in such proceedings for the entire amount due and payable on the Certificates under this Indenture, at the date of the institution of such proceedings and for any additional amounts which may become due and payable by it after such date, without prejudice, however, to the right of any Owner to file a claim in its own behalf.

Section 7.08. Trustee May Enforce Remedies Without Certificates. The Trustee may enforce its rights and remedies under the Lease, the Site Lease and this Indenture without the possession of any of the Certificates or the production thereof in any trial or proceedings relative thereto; and any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Certificates, and any recovery of judgment shall be for the ratable benefit of the Owners, subject to the provisions hereof.

Section 7.09. No Remedy Exclusive. No right or remedy available under this Article or otherwise is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.10. Waivers. The Trustee may in its discretion waive any Event of Default, Event of Nonappropriation or event of default by the City under the Site Lease and its consequences, and, notwithstanding anything else to the contrary contained in this Indenture, shall do so upon the written request of the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding; provided, however, that an Event of Nonappropriation shall not be waived without the consent of the Owners of 100% of the Certificates then Outstanding as to which the Event of Nonappropriation exists, unless prior to such waiver or rescission, all arrears of interest and all arrears of payments of principal and premium, if any, then due, as the case may be (including interest on all overdue installments at the highest rate due on the Certificates), and all expenses of the Trustee in connection with such Event of Nonappropriation shall have been paid or provided for. In case of any such waiver, or in case any proceedings taken by the Trustee on account of any such Event of Default, Event of Nonappropriation or event of default by the City under the Site Lease, shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Trustee, the Owners and the City shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, Event of Nonappropriation or event of default by the City under the Site Lease or impair any right consequent thereon.

Section 7.11. Delay or Omission No Waiver. No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any Event of Default, Event of Nonappropriation or event of default by the City under the Site Lease shall exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, Event of Nonappropriation or event of default by the City under the Site Lease, or acquiescence therein; and every power and remedy given by this Indenture may be exercised from time to time and as often as may be deemed expedient.

Section 7.12. No Waiver of Default or Breach to Affect Another. No waiver of any Event of Default, Event of Nonappropriation or event of default by the City under the Site Lease shall extend to or affect any subsequent or any other then existing Event of Default, Event of Nonappropriation or event of default by the City under the Site Lease or shall impair any rights or remedies consequent thereon.

Section 7.13. Position of Parties Restored Upon Discontinuance of Proceedings. In case the Trustee or the Owners shall have proceeded to enforce any right under the Lease, the Site Lease or this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Person or Persons enforcing the same, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Trustee and the Owners shall continue as if no such proceedings had been taken.

Section 7.14. Purchase of Leased Property by Owner; Application of Certificates Toward Purchase Price. Upon the occurrence of an Event of Default or Event of Nonappropriation and the sale or lease of the Leased Property by the Trustee pursuant to the Lease, any Owner may bid for and purchase or lease the Leased Property; and, upon compliance with the terms of sale or lease, may hold, retain and possess and dispose of such property in his, her, its or their own absolute right without further accountability; and any purchaser or lessee at any such sale may, if permitted by law, after allowing for payment of the costs and expenses of the sale, compensation and other charges, in paying purchase or rent money, turn in Certificates then Outstanding in lieu of cash. Upon the happening of any such sale or lease, the Trustee may take any further lawful action with respect to the Leased Property which it shall deem to be in the best interest of the Owners, including but not limited to the enforcement of all rights and remedies set forth in the Lease, the Site Lease and this Indenture and the taking of all other courses of action permitted herein or therein.

Section 7.15. Force Majeure. Notwithstanding any other provision of this Indenture, the Trustee shall not be obligated to perform any obligation hereunder, and shall not incur any liability for the nonperformance of any obligation hereunder, to the extent that the performance of such obligation is delayed or prevented by Force Majeure.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

Section 8.01. Supplemental Indentures Not Requiring Consent of Owners. The Trustee may, without the consent of, or notice to, the Owners, execute and deliver a Supplemental Indenture for any one or more or all of the following purposes:

(a) to add to the covenants and agreements of the Trustee contained in this Indenture other covenants and agreements to be thereafter observed by the Trustee;

(b) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Indenture, or to make any provisions with respect to matters arising under this Indenture or for any other purpose if such provisions are necessary or desirable and do not materially adversely affect the interests of the Owners;

(c) to subject to this Indenture additional revenues, properties or collateral (including release and substitution of property permitted under the Lease);

(d) to set forth the terms and conditions and other matters in connection with the initial delivery of Additional Certificates, pursuant to Section 2.10 hereof, including Additional Certificates bearing interest at a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire term thereof and Additional Certificates which by their terms appreciate in value to a stated face amount at maturity;

(e) to effect any change in connection with the preservation of the exclusion from gross income for federal income tax purposes interest on the Certificates; or

(f) to effect any other changes in this Indenture which, in the opinion of Bond Counsel, do not materially adversely affect the rights of the Owners.

Section 8.02. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures under Section 8.01 hereof, the written consent of the Owners of not less than a majority in aggregate principal amount of the Certificates Outstanding shall be required for the execution and delivery by the Trustee of any Supplemental Indenture; provided, however, that without the consent of the Owners of all the Certificates Outstanding nothing herein contained shall permit, or be construed as permitting:

(i) a change in the terms of redemption or maturity of the principal amount of or the interest on any Outstanding Certificate, or a reduction in the principal amount of or premium payable upon any redemption of any Outstanding Certificate or the rate of interest thereon, without the consent of the Owner of such Certificate;

(ii) the deprivation as to the Owner of any Certificate Outstanding of the lien created by this Indenture (other than as originally permitted hereby);

(iii) a privilege or priority of any Certificate or Certificates over any other Certificate or Certificates, except as permitted herein; or

(iv) a reduction in the percentage of the aggregate principal amount of the Certificates required for consent to any Supplemental Indenture.

(b) If at any time the Trustee shall propose to execute and deliver any Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution and delivery of such Supplemental Indenture to be mailed to the Owners of the Certificates at the addresses last shown on the registration records of the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file with the Trustee for inspection by all Owners. If, within 60 days or such longer period as shall be prescribed by the Trustee following the mailing of such notice, the Owners of not less than a majority, or, with respect to the matters specified in paragraphs (i) through (iv) of subsection (a) of this Section, 100%, in aggregate principal amount of the Certificates Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or to enjoin or restrain the Trustee from executing the same or from taking any action pursuant to the provisions thereof.

Section 8.03. Execution of Supplemental Indenture. Any Supplemental Indenture executed and delivered in accordance with the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such Supplemental Indenture shall be deemed to be part of this Indenture for any and all purposes. In case of the execution and delivery of any Supplemental Indenture, express reference may be made thereto in the text of the Certificates delivered thereafter, if any, if deemed necessary or desirable by the Trustee. As a condition to executing any Supplemental Indenture, the Trustee shall be entitled to receive and rely upon a written opinion of Bond Counsel to the effect that the execution thereof is authorized or permitted under this Indenture and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Certificates.

Section 8.04. Amendments of the Lease or the Site Lease Not Requiring Consent of Owners. The Trustee may, without the consent of or notice to the Owners, amend, change or modify the Lease or the Site Lease as may be required:

(a) by the provisions of the Lease, the Site Lease or this Indenture;

(b) for the purpose of curing any ambiguity or formal defect or omission in the Lease or the Site Lease;

(c) in order more precisely to identify the Site Leased Property or the Leased Property or to add additional or substituted improvements or properties acquired in accordance with the Lease;

(d) in order to provide for the acquisition, construction or installation of additional property under the Lease;

(e) in connection with the initial delivery of Additional Certificates, including Additional Certificates bearing interest at a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire term thereof and Additional Certificates which by their terms appreciate in value to a stated face amount at maturity;

(f) in connection with any Supplemental Indenture permitted by this Article;

(g) to effect any change in connection with the preservation of the exclusion from gross income for federal income tax purposes of interest on the Certificates;

(h) to effect any change that (i) does not reduce the revenues available to the Trustee from the Lease below the amount required to make all the payments and transfers required by Article III hereof, (ii) does not reduce the value of the Leased Property and (iii) does not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates;

(i) to effect any change to any project permitted by, and in accordance with the terms of, the Lease, any similar lease or agreement relating to any other project; or

(j) to effect any other change in the Lease, the Site Lease or any related document which, in the opinion of Bond Counsel, does not materially adversely affect the rights of the Owners.

Section 8.05. Amendments of the Lease or the Site Lease Requiring Consent of Owners. Except for the amendments, changes or modifications permitted by Section 8.04 hereof, the Trustee shall not consent to any other amendment, change or modification of the Lease or the Site Lease without notice to and the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Certificates Outstanding given and procured as provided in Section 8.02 hereof. If at any time the City shall request the consent of the Trustee to any such proposed amendment, change or modification of the Lease or the Site Lease, the Trustee shall, upon receipt of amounts necessary to pay expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 8.02 hereof. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the office of the Trustee designated therein for inspection by all Owners.

Section 8.06. Execution of Amendments to the Lease or the Site Lease. As a condition to executing any amendment to the Lease or the Site Lease, the Trustee shall be entitled to receive and rely upon a written opinion of Bond Counsel to the effect that the execution thereof is authorized or permitted under this Indenture and the Lease or the Site Lease, as applicable, and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Certificates.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Discharge of Indenture.

(a) If, when the Certificates secured hereby shall become due and payable in accordance with their terms or otherwise as provided in this Indenture, the whole amount of the principal of, premium, if any, and interest due and payable upon all of the Certificates shall be paid, or provision shall have been made for the payment of the same, together with all rebate payments due to the United States of America, the fees and expenses of the Trustee and all other amounts payable under the terms of the Lease, this Indenture or any other document have been paid in full, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the Trustee to the Owners shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall transfer and convey to (or to the order of) the City all property then held in trust by the Trustee pursuant to this Indenture, and the Trustee shall execute such documents as may be reasonably required by the City and shall turn over to (or to the order of) the City any surplus in any fund, account or subaccount created under this Indenture, except any escrow accounts theretofore established pursuant to this Section.

(b) All or any portion of the Outstanding Certificates shall prior to the maturity or redemption date thereof be deemed to have been paid ("defeased") within the meaning and with the effect expressed in subsection (a) of this Section if (i) in case such Certificates are to be redeemed on any date prior to their maturity, the Trustee shall have given notice of redemption of such Certificates on said redemption date, such notice to be given on a date and otherwise in accordance with the provisions of Section 4.04 hereof, (ii) there shall have been deposited in trust either moneys in an amount which shall be sufficient, or Defeasance Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held in trust at the same time, shall be sufficient to pay when due the principal of, premium, if any, and interest due and to become due on said Certificates on and prior to the redemption date or maturity date thereof, as the case may be; (iii) the Trustee shall have received (A) a report of an independent firm of nationally recognized certified public accountants ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2019 Certificates in full on the maturity or redemption date ("Verification"), (B) a defeasance escrow agreement (the "Escrow Agreement"), (C) an opinion of Bond Counsel to the effect that the Certificates are no longer "Outstanding" under this Indenture and that such discharge or defeasance will not constitute a violation by the Trustee of its tax covenant in Section 6.04 hereof, and (D) a certificate of discharge of the Trustee with respect to the Series 2019 Certificates; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City and the Trustee. Neither the Defeasance Securities nor moneys deposited in trust pursuant to this Section or principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium, if any, and interest on said Certificates; provided any cash received from such principal or interest payments on such Defeasance Securities deposited in trust, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities of the type described in clause (ii) of this subsection maturing at the times and in amounts sufficient to pay when due the principal of, premium, if any, and interest to become due on said Certificates on or prior to such redemption date or maturity date thereof, as the case may be. At such time as any Certificates shall be deemed paid as aforesaid, such Certificates shall no longer be secured by or entitled to the benefits of this Indenture, except for the purpose of exchange and transfer and any payment from such moneys or Defeasance Securities deposited in trust.

(c) Prior to any discharge of this Indenture pursuant to this Section or the defeasance of any Certificates pursuant to this Section becoming effective, there shall have been delivered to the Trustee an opinion of Bond Counsel, addressed to the Trustee to the effect that all requirements of the Indenture for such defeasance have been complied with and that such discharge or defeasance will not constitute a violation by the Trustee of its tax covenant in Section 6.04 hereof.

(d) In the event that there is a defeasance of only part of the Certificates of any maturity, the Trustee may institute a system to preserve the identity of the individual Certificates or portions thereof so defeased, regardless of changes in Certificate numbers attributable to transfers and exchanges of Certificates.

Section 9.02. Reserved.

Section 9.03. Reserved.

Section 9.04. Notices to Moody's. All notices, certificates or other communications given to the Owners hereunder shall also be given to Moody's.

Section 9.05. Further Assurances and Corrective Instruments. So long as this Indenture is in full force and effect, the Trustee shall have full power to carry out the acts and agreements provided herein and will from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be requested by the City for correcting any inadequate or incorrect description of the Trust Estate, or for otherwise carrying out the intention of or facilitating the performance of this Indenture.

Section 9.06. Financial Obligations of Trustee Limited to Trust Estate. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, ALL FINANCIAL OBLIGATIONS OF THE TRUSTEE UNDER THIS INDENTURE, EXCEPT THOSE RESULTING FROM ITS NEGLIGENCE OR WILLFUL MISCONDUCT, ARE LIMITED SOLELY TO THE TRUST ESTATE, AND THERE ARE NO ASSETS AVAILABLE TO PAY THE CERTIFICATES OR ANY OTHER OBLIGATION HEREUNDER OTHER THAN THE TRUST ESTATE.

Section 9.07. Evidence of Signature of Owners and Ownership of Certificates.

(a) Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing, proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Certificates shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(i) the fact and date of the execution by any Owner or his attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which he purports to act that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public; and

(ii) the fact of the ownership by any person of Certificates and the amounts and numbers of such Certificates, and the date of the ownership of the same, may be proved by the registration records of the Trustee.

(b) Any request or consent of the Owner of any Certificate shall bind all transferees of such Certificate in respect of anything done or suffered to be done by the Trustee in accordance therewith.

Section 9.08. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Trustee, the Owners of the Certificates and the City, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Trustee shall be for the sole and exclusive benefit of the Owners, the City and the Trustee and their respective successors and assigns.

Section 9.09. Trustee Representative. Whenever under the provisions hereof the approval of the Trustee is required or the Trustee is required to take some action at the request of the City or the Owners, unless otherwise provided, such approval or such request shall be given for the Trustee by the Trustee Representative, and the City and the Owners shall be authorized to act on any such approval or request.

Section 9.10. Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 9.11. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed sufficiently given when given by Electronic Means or when mailed by first class mail, postage prepaid, to the addresses provided in Section 14.06 of the Lease, or to such other addresses as the respective parties may from time to time designate in writing.

Section 9.12. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the Trustee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Trustee and not of Zions Bancorporation, National Association, in its corporate capacity, or of any member, director, officer, employee, servant or other agent of the Trustee in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against Zions Bancorporation, National Association, in its corporate capacity, or any member, director, officer, employee, servant or other agent of the Trustee or any natural person executing this Indenture or any related document or instrument.

Section 9.13. Events Occurring on Days That Are Not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Indenture is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture.

Section 9.14. Severability. In the event that any provision of this Indenture, other than the placing of the Trust Estate in trust, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.15. Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Indenture.

Section 9.16. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Trustee has executed this Indenture as of the date first above written.

Zions Bancorporation, National Association, as Trustee

By ____________________________________
Stephanie Nicholls, Zions Bank Division

[Signature Page to Indenture of Trust]

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of November, 2019, by Stephanie Nicholls as an authorized signatory of Zions Bancorporation, National Association, Zions Bank Division.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

____
Notary Public

My commission expires:

____

APPENDIX A

FORM OF SERIES 2019 CERTIFICATE

Certificate of Participation, Series 2019
evidencing an undivided interest in
the right to receive certain revenues payable by
the City of Greeley, Colorado
under a Lease Purchase Agreement
dated as of November 1, 2019
Between the City and Zions Bancorporation, National Association, as Trustee

No. R-__ $________

Interest Rate	Maturity Date	Original Dated Date	CUSIP
____%	December 1, 20___	November __, 2019	

REGISTERED OWNER: **CEDE & CO.**
TAX IDENTIFICATION NUMBER: 13-2555119

PRINCIPAL AMOUNT: **___________________________ DOLLARS AND NO CENTS**

THIS CERTIFIES THAT the registered owner specified above, or registered assigns, has an undivided interest in the right to receive certain revenues payable by the City of Greeley (the "City") under a Lease Purchase Agreement dated as of November 1, 2019 (as amended or supplemented from time to time, the "Lease") between Zions Bancorporation, National Association, as trustee under the Indenture, defined below, (which bank, together with any successors thereto appointed under the Indenture is referred to in such capacity as the "Trustee"), as lessor, and the City, as lessee. The proportionate interest of the registered owner of this certificate is secured as provided in the Indenture of Trust dated as of November 1, 2019 (as amended or supplemented from time to time, the "Indenture") by the Trustee, pursuant to which certain rights of the Trustee as lessee under the Site Lease (as defined below) and as lessor under the Lease and certain rights of the Trustee in the property leased to the City pursuant to the Lease (as described in the Lease, the "Leased Property") have been placed in trust for the benefit of the registered owners (the "Owners") of the Certificates of Participation, Series 2019, evidencing undivided interests in the right to receive revenues payable by the City under the Lease (the "Series 2019 Certificates"), in the original aggregate principal amount of $____________, and any Additional Certificates (as defined in the Indenture) hereafter issued under the Indenture. The Series 2019 Certificates and any Additional Certificates hereafter issued under the Indenture are referred to collectively as the "Certificates"). Capitalized terms used but not defined herein have the meaning assigned to them in the Lease and the Indenture.

Payment of Principal and Interest

The Owner of this certificate is entitled to receive, solely out of and to the extent available from the sources hereinafter identified, the Principal Amount specified above on the Maturity Date specified above (or earlier as hereinafter provided) and interest thereon at the Interest Rate specified above, payable on June 1 and December 1 in each year, commencing on [December 1, 2019]. Principal of this certificate is payable to the Owner hereof in lawful money of the United States of America upon maturity or prior redemption hereof and upon presentation and surrender hereof at the Operations Center of the Trustee in Salt Lake City, Utah. Interest on this certificate is payable by check or draft of the Trustee to be mailed on or before each interest payment date (or, if such payment date is not a Business Day, on or before the next succeeding Business Day) to the person in whose name this certificate is registered in the registration records of the Trustee, and at the address appearing thereon, at the close of business on the fifteenth day (whether or not a Business Day) of the month immediately preceding the month in which payment date occurs (the "Record Date"), except that so long as Cede & Co. is the Owner of this certificate, the principal of and interest on this certificate shall be paid by wire transfer to Cede & Co. Any such interest not so timely paid shall cease to be payable to the person who is the Owner hereof at the close of business on the Record Date and shall be payable to the person who is the Owner hereof at the close of business on a Special Record Date, as provided in the Indenture, for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners of the Certificates not less than 10 days prior to such Special Record Date. Alternative means of payment of interest may be used if mutually agreed to in writing between the Owner of any Certificate and the Trustee, as provided in the Indenture.

No provision of the Certificates, the Indenture, the Lease or the Site Lease dated as of November 1, 2019 between the City, as lessor, and the Trustee, as lessee, shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the City; (d) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

Base Rentals and Additional Rentals;
Termination of Lease

Under the Lease, the Leased Property has been leased by the Trustee to the City, and the City has agreed, subject to the terms of the Lease, to pay directly to the Trustee rental payments (the "Base Rentals") in consideration of its right to use the Leased Property, which Base Rentals are required by the Indenture to be used by the Trustee to pay the Certificates and interest thereon. In addition to the Base Rentals, the City has agreed, subject to the terms of the Lease, to make certain other payments (the "Additional Rentals"), including the costs and expenses incurred by the City in performing its obligations under the Lease with respect to the Leased Property, the Project, the Lease, the Site Lease, the Indenture, the Certificates and any matter related thereto; the costs and expenses incurred by the City in paying the reasonable fees and expenses of the Trustee pursuant to the Lease; all amounts paid by the City to the Trustee to fund the Rebate Fund pursuant to the Lease; and all other costs and expenses incurred by the City in connection with the foregoing; provided, however, that Additional Rentals do not include the Base Rentals or the Purchase Option Price.

The Lease is subject to annual termination at the option of the City as provided in the Lease. The obligation of the City to pay Base Rentals and Additional Rentals under the Lease will terminate in the event that the City fails, for any reason, to appropriate by December 31 of each Fiscal Year sufficient amounts authorized and directed to be used to pay all Base Rentals scheduled to be paid in the next ensuing Fiscal Year and all Additional Rentals estimated to be payable in the next ensuing Fiscal Year (as provided in the Lease), and will also terminate upon the occurrence of certain other events as described in the Lease (any such event is referred to herein as an "Event of Nonappropriation"). If the Lease is terminated by the City by reason of an Event of Nonappropriation or is terminated by reason of an Event of Default, the principal amount of this Certificate and interest hereon will be payable from such moneys, if any, as may be available for such purpose, including any moneys received by the Trustee from the sale or lease of the Leased Property. The Trustee may waive an Event of Nonappropriation or an Event of Default under certain circumstances as provided in the Lease and the Indenture.

Under certain circumstances, this certificate and the interest hereon may also be payable from the Net Proceeds of any insurance, performance bonds or condemnation awards, or from Net Proceeds received as a consequence of defaults or breaches of warranty under certain contracts relating to the Leased Property.

The Lease may also be terminated in the event that the City shall exercise its option to purchase the Leased Property by making payment of the Purchase Option Price. In the event that the City shall pay the Purchase Option Price, the proceeds thereof are required to be used to pay the Certificates and interest thereon.

Redemption of Series 2019 Certificates

Optional Redemption of Series 2019 Certificates. The Series 2019 Certificates maturing in the years 2019-20____ are not subject to redemption prior to their respective maturity dates. The Series 2019 Certificate maturing in the years 20___ and thereafter are subject to redemption at the option of the City on December 1, 20___ and any date thereafter at a redemption price of 100% of their principal amount (without redemption premium) plus accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption. [to come if issue includes Term Certificates]

Redemption of Series 2019 Certificates in Whole Upon an Event of Nonappropriation or Event of Default. The Series 2019 Certificates shall be called for redemption in whole, at a redemption price determined pursuant to the immediately succeeding paragraph on any date, in the event of the occurrence of an Event of Nonappropriation or the occurrence and continuation of an Event of Default.

The redemption price for any redemption pursuant to the immediately preceding paragraph shall be the lesser of (a) the principal amount of the Series 2019 Certificates, plus accrued interest to the redemption date (without any premium); or (b) the sum of (i) the amount, if any, received by the Trustee from the exercise of remedies under the Lease with respect to the Event of Nonappropriation or the occurrence and continuation of the Event of Default that gave rise to such redemption and (ii) the other amounts available in the Trust Estate for payment of the redemption price of the Series 2019 Certificates, which amounts shall be allocated among the Series 2019 Certificates in proportion to the principal amount of each Series 2019 Certificate. Notwithstanding any other provision hereof, the payment of the redemption price of any Series 2019 Certificate pursuant to this paragraph shall be deemed to be the payment in full of such Series 2019 Certificate and no Owner of any Series 2019 Certificate redeemed pursuant to this Section shall have any right to any payment from the Trustee or the City in excess of such redemption price.

In addition to any other notice required to be given under the Indenture, the Trustee shall, as soon as reasonably practicable upon the occurrence of an Event of Nonappropriation or an Event of Default, notify the Owners (a) that such event has occurred and (b) whether or not the funds then available to it for such purpose are sufficient to pay the redemption price set forth in clause (a) of the immediately preceding paragraph. If the funds then available to the Trustee are sufficient to pay the redemption price set forth in clause (a) of the immediately preceding paragraph, such redemption price shall be paid as soon as reasonably practicable. If the funds then available to the Trustee are not sufficient to pay the redemption price set forth in clause (a) of the immediately preceding paragraph, the Trustee shall (i) as soon as reasonably practicable pay the portion of the redemption price that can be paid from the funds available, net of any funds which, in the judgment of the Trustee, should be set aside to pursue remedies under the Lease and (ii) subject to the provisions of Article VII of the Indenture, as soon as reasonably practicable begin to exercise and shall diligently pursue all remedies available to it under the Lease in connection of such Event of Nonappropriation or Event of Default. The remainder of the redemption price, if any, shall be paid to the Owners if and when funds become available to the Trustee from the exercise of such remedies.

Notice of Redemption. Notice of the call for any redemption, identifying the Certificates or portions thereof to be redeemed and specifying the terms of such redemption, shall be given by the Trustee by Electronic Means or by mailing a copy of the redemption notice by United States first class mail, at least 30 days prior to the date fixed for redemption, to the Owner of each Certificate to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings of any Certificates as to which no such failure has occurred.

Any notice mailed as provided in the immediately preceding paragraph shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

If at the time of mailing of notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Certificates called for redemption, which moneys are or will be available for redemption of Certificates, such notice will state that it is conditional upon the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Redemption Payments. On or prior to the date fixed for redemption, the Trustee shall apply funds to the payment of the Certificates called for redemption, together with accrued interest thereon to the redemption date, and any required premium. Upon the giving of notice and the deposit of such funds as may be available for redemption pursuant to the Indenture (which, in the case of redemption pursuant to the first paragraph under the caption "Redemption of Series 2019 Certificates in Whole Upon an Event of Nonappropriation or Event of Default," may be less than the full principal amount of the Outstanding Certificates and accrued interest thereon to the redemption date), interest on the Certificates or portions thereof thus called for redemption shall no longer accrue after the date fixed for redemption.

The Trustee shall pay to the Owners of Certificates so redeemed, the amounts due on their respective Certificates, at the Operations Center of the Trustee upon presentation and surrender of the Certificates.

Transfer and Exchange of Certificates

The Certificates are issuable only as fully registered Certificates in denominations of $5,000 and any integral multiple thereof. Certificates may be exchanged for an equal aggregate principal amount of fully registered Certificates of the same maturity of other authorized denominations, but only in the manner, subject to the limitations and conditions, and upon payment of the charges provided in the Indenture.

This Certificate is transferable by the Owner hereof in person or by his attorney duly authorized in writing on the registration records kept at the Operations Center of the Trustee upon surrender of this Certificate. Upon such transfer, a new fully registered Certificate or Certificates of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange herefor, all upon payment of any reasonable charges and any taxes, transfer fees or other governmental charges required to be paid with respect to such exchange or transfer, and subject to the terms and conditions set forth in the Indenture. The Trustee may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof, for the purpose of receiving payment and for all other purposes.

The Trustee will not be required to transfer or exchange (a) all or any portion of any Certificate during the period beginning at the opening of business 15 days before the day of the mailing by the Trustee of notice calling any Certificates for prior redemption and ending at the close of business on the day of such mailing, or (b) all or any portion of a Certificate after the mailing of notice calling such Certificate or any portion thereof for prior redemption.

Amendments to Indenture, Site Lease and Lease

The Indenture permits amendments thereto and to the Site Lease and the Lease, upon the agreement of the City and the Trustee and with the approval of the Owners of not less than a majority or, in certain instances, 100% in aggregate principal amount of the Certificates at the time Outstanding, as defined in the Indenture. The Indenture also contains provisions permitting the City and the Trustee to enter into amendments to the Indenture, the Site Lease and the Lease without the consent of the Owners of the Certificates for certain purposes, including, without limitation, the issuance of Additional Certificates. The Indenture requires the written consent of the Trustee to any amendment of the Indenture, the Site Lease or the Lease which modifies the rights, duties or immunities of the Trustee.

Additional Certificates; Other Terms of the Indenture

The Indenture permits the issuance of Additional Certificates from time to time under certain terms and conditions, and if issued, such Additional Certificates will be proportionately and ratably secured under and entitled to the protection given by the Indenture with the Series 2019 Certificates. Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the Trustee and the Owners, the terms upon which Additional Certificates may be issued, the terms upon which the Certificates and any Additional Certificates are secured, the terms and conditions upon which the Certificates will be deemed to be paid at or prior to maturity or redemption of the Certificates upon the making of provision for the full or partial payment thereof, and the rights of the Owners upon the occurrence of an Event of Default or an Event of Nonappropriation.

THE INDENTURE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS CERTIFICATE AND THE TRUSTEE. THIS CERTIFICATE IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE INDENTURE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS CERTIFICATE.

This Certificate is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability and construction.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease or the Indenture, unless it shall have been manually signed on behalf of the Trustee.

IN WITNESS WHEREOF, this Certificate has been executed with the manual signature of an authorized signatory of the Trustee as of the date specified above.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By ______________________________
Authorized Signatory, Zions Bank Division

ASSIGNMENT

(The Trustee may require the payment, by the Owner of any Certificate requesting transfer, of any reasonable charges, as well as any taxes, transfer fees or other governmental charges required to be paid with respect to such transfer.)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto __________________________ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints __________________________ attorney to transfer the within Certificate on the records kept for registration thereof, with full power of substitution in the premises.

Dated: ___________________

____

Signature Guaranteed by a Member
of a Medallion Signature Program:

____

Address of transferee:

____
____
____

Social Security or other tax
identification number of transferee:

____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

APPENDIX B

DESCRIPTION OF THE SITE LEASED PROPERTY

[To be inserted]

APPENDIX C

FORM OF REQUISITION

City of Greeley, Colorado
Requisition No. __

Zions Bancorporation, National Association
1001 17th Street, Suite 850
Denver, Colorado 80202
Attention: Corporate Trust Department—Trust Finance Management

The undersigned City under a Lease Purchase Agreement dated November 1, 2019 (the "Lease") between Zions Bancorporation, National Association (the "Trustee"), as lessor, and the City of Greeley, Colorado (the "City"), as lessee, hereby requisitions the following sum from the Construction Fund established under the Indenture of Trust dated November 1, 2019 (the "Indenture") by the Trustee, and in connection with such request, certifies and warrants as follows:

Total Requisition Amount: $________________

Name and Address of Payee: _________________________

The sum of $ _________ by wire transfer to:

Account Name: __________________________
Bank Name: __________________________
Address __________________________

ABA No.: __________________

Account Number: __________________

Reference: __________________

Name and Address of Payee: _________________________

The sum of $ _________ by wire transfer to:

Account Name: __________________________
Bank Name: __________________________
Address __________________________

ABA No.: __________________

Account Number: __________________

Reference: __________________

The City further certifies and warrants that (a) the obligation described above has been properly incurred, is a proper charge against the Construction Fund and has not been the basis of any previous withdrawal or requisition; (b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied; (c) the disbursement requested is due and payable and will be used for "Costs of the Project" permitted under the Lease; (d) each item for which this payment or reimbursement is proposed to be made is or was reasonable and necessary in connection with the design, planning, acquisition, construction, improvement or equipping of the Project; and (e) the requirements of all applicable contracts related hereto with respect to lien waivers for work on the Project have been met.

The City has attached hereto a copy of each Payee's Form W-9 or Form W-8, as applicable (unless previously provided). The City further acknowledges the Trustee cannot process such disbursement request until the Trustee is in receipt of a valid Form W-9 or Form W-8, as applicable, in accordance with Internal Revenue Service regulations and the Foreign Account Tax Compliance Act.

CITY OF GREELEY, COLORADO

Date: _____

By: ___________________________________
Authorized Person

Attach: Invoice supporting payment

Council Agenda Summary

September 17, 2019

Agenda Item Number 14

Title
Pulled Consent Agenda Items

Council Agenda Summary

September 17, 2019

Agenda Item Number 15

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

Title:
Public Hearing and final reading of an ordinance amending Title 14 of the Greeley Municipal Code (Concerning the Dedication of Water Rights for City Water Service, Cash in Lieu of Raw Water, and Associated Development Fees)

Summary:
All commercial and residential development that occurs within the City of Greeley is required to provide sufficient raw water resources to the City to offset the new water use of the development site. The raw water requirement can be satisfied through the dedication of certain water rights or through the payment of cash-in-lieu of raw water.

Currently, multi-family development sites require 3 acre feet of water per acre of land developed and commercial/mixed use development owe raw water volumes that are based upon the size of the water tap. The current methodology has been in place since 1989 and needs to be updated to reflect the changes that have occurred in how water is used. This ordinance will change the raw water requirement methodology and the volume of raw water required for commercial, mixed use and multi-family residential to better match the volume of water required to serve the projected use of the development.

Since this is a significant change to Greeley's raw water requirements, staff has been deliberate about communicating the proposal to key stakeholders. The proposal was discussed in multiple meetings with the Water and Sewer Board in late 2018. Additionally, the raw water proposal was distributed to development interests in Greeley and an Open House was held on January 29, 2019. Comments from the development community that enhanced the precision and fairness of proposal were incorporated into the current version. The proposal was shared with City Council at the March 12 Worksession, and the Water and Sewer Board recommended that City Council adopt an ordinance to codify these changes to Title 14 at their August 21 Board meeting.

This ordinance was introduced at the September 3, 2019 Council meeting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	None
What is the annual impact?	Varies, depending on pace of development
What fund of the City will provide Funding?	407 – Water Acquisition (revenue)

What is the source of revenue within the fund?	Cash-in-Lieu of raw water
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:
The enclosed ordinance and Municipal Code revisions have been reviewed by the City Attorney's Office.

Consideration of this matter is a legislative process which includes the following public hearing steps:

1) City staff presentation (if requested)
2) Council questions of staff
3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4) Council discussion
5) Council decision

Other Issues and Considerations:
None.

Applicable Council Priority and Goal:
Infrastructure & Growth: Environmental Infrastructure

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 and Exhibit
Raw Water Dedication Proposal
Service Commitment Agreement
PowerPoint

CITY OF GREELEY, COLORADO

ORDINANCE ________, 2019

AN ORDINANCE AMENDING TITLE 14 OF THE MUNICIPAL CODE OF THE CITY OF GREELEY (CONCERNING THE DEDICATION OF WATER RIGHTS FOR CITY WATER SERVICE, CASH IN LIEU OF RAW WATER, AND ASSOCIATED DEVELOPMENT FEES)

WHEREAS, the City of Greeley, Colorado ("City") is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX of the Colorado Constitution to, *inter alia,* construct, purchase, acquire, lease, add to, maintain, conduct, and operate water works and everything required therefor, within or without its territorial limits, for the use of the City; and

WHEREAS, Section 17-1 of the Greeley City Charter authorizes the Greeley Water and Sewer Board to qualify the Water and Sewer functions and operations as an "enterprise" as that term is contained in Article X, Section 20 of the Colorado Constitution, and to provide for every function and operation of an enterprise, including but not limited to, bond issuance and all other necessary and ordinary functions of the Water and Sewer operations; and

WHEREAS, Section 17-4(c) of the Greeley City Charter and Section 14.04.110 of the Greeley Municipal Code authorize the Greeley Water and Sewer Board to acquire, develop, convey, lease and protect the water and sewer assets, supplies and facilities needed to fully use the water supplies decreed, adjudicated or contracted for the City; and

WHEREAS, various sections within Chapters 14.04 (Water and Sewer Administration), 14.08 (Water), 14.12 (Sanitary Sewers), and 14.24 (Irrigation) of the Greeley Municipal Code set forth the requirements and regulations related to the initiation and use of water and sanitary sewer services from the City; and

WHEREAS, persons and entities seeking domestic water service from the City to serve residential and non-residential properties are required to furnish sufficient water supplies to the City to support the increased demand associated with that requested service, whether via the dedication of certain water rights or the payment of cash in lieu of raw water; and

WHEREAS, regarding the satisfaction of development requirements, the City generally prefers the dedication of water rights that can be used within its integrated water system and comply with the criteria set forth in the Greeley Municipal Code and resolutions of the Water and Sewer Board, including without limitation, sustained historical consumptive use to support the change of such water rights to municipal uses; and

WHEREAS, City Water and Sewer staff and its consultants have reviewed the methodologies by which raw water requirements for residential and non-residential development within the City are calculated, with the objective of ensuring that applicants for water service from the City are required to dedicate an appropriate volume of water supplies to support the demand associated with that requested service; and

WHEREAS, City Water and Sewer staff and its consultants have, *inter alia*, observed an increase in multi-family residential developments within the City at a notably higher density than it has in the past, as well as notable shifts in the water use practices of both residential and non-residential water customers within the City; and

WHEREAS, City Water and Sewer staff and its consultants accordingly developed a revised dedication policy to determine the raw water and associated requirements for multi-family residential, commercial, and mixed use developments, to more accurately determine the volumes of water that will be required to serve these various customers in the future; and

WHEREAS, City Water and Sewer staff have reviewed, discussed, and honed this revised dedication policy with the Greeley Water and Sewer Board and community stakeholders since 2018, incorporating various comments and concepts throughout the process; and

WHEREAS, City Water and Sewer staff discussed a nearly final version of the dedication policy with the City Council at its March 21, 2019 work session; and

WHEREAS, City Water and Sewer staff and legal counsel subsequently developed revisions to Title 14 of the Greeley Municipal Code in order to implement the various provisions of this new dedication policy and to organize Title 14 in a manner that it is more comprehensible; and

WHEREAS, the Water and Sewer Board reviewed the final revisions to Title 14 of the Municipal Code attached hereto as Exhibit A on August 21, 2019, and recommended that the City Council adopt an ordinance to codify these revisions.

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

Section 1. Title 14 of the Greeley Municipal Code shall be amended as shown on Exhibit A, attached hereto and incorporated herein.

Section 2. Except as explicitly modified on Exhibit A, all other provisions of Title 14 of the Greeley Municipal Code shall remain in full force and effect.

Section 3. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF ___________________________ 2019.

ATTEST **CITY OF GREELEY, COLORADO**

___________________________________ ___________________________________

City Clerk **Mayor**

<u>EXHIBIT A</u>
ORDINANCE AMENDING TITLE 14
GREELEY MUNICIPAL CODE

Chapter 14.04
Water and Sewer Administration

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14.04.080 - Duties, fees and charges.

The Water and Sewer Board shall adopt by resolution the following rates, fees and charges:

(1) Minimum and sufficient potable water rates;
(2) Minimum and sufficient sanitary sewer rates;
<u>(3) CASH-IN-LIEU FEES;</u>
(~~3~~**<u>4</u>**) Raw water surcharges;
(~~4~~**<u>5</u>**) Water plant investment fees;
(~~5~~**<u>6</u>**) Sewer plant investment fees; and
(~~6~~**<u>7</u>**) Water turn-on charges.

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~~14.04.180 - Water or sanitary sewer service; permit required, procedure.~~

~~It is unlawful for any owner or user of water to turn or cause to be turned on water for his or her premises or to take and use water or sanitary sewer service on his or her premises, without having obtained a permit therefor. Such person shall make application in writing to the Director of Finance for such permit, furnishing the necessary information for the determination of the proper water or sewer rate, and upon receipt of such information and payment of the required fees, the permit shall be issued by the Director of Finance.~~

~~14.04.190 - Contents of permits.~~

~~All permits shall be signed by the Director of Finance and shall set forth the name of the person for whose benefit it is granted, the date thereof, the point of the water main at which tapping is to be done, the size of the tap, the premises to which water is to be conducted and the use to be made of water.~~

~~14.04.200 - Service line extensions prohibited; exceptions.~~

~~(a) Each building shall be served by a single water and sewer tap and service line. No service line shall be extended to serve any other buildings, lots or premises. The Director of Water and Sewer has the authority to grant exceptions for accessory uses on the same or adjoining lot.~~

~~(b) A prohibited service line extension, installed prior to the effective date of this ordinance, may remain in effect so long as it does not create a sanitation, public health or public nuisance problem. If a prohibited service line extension creates a sanitation, public health or public nuisance problem, it shall be separated at the expense of the subject property owner(s). In addition to the cost of installing tap(s) and service line(s), the owner(s) of the lot(s) or premises involved who have not previously paid plant investment fees shall be required to pay plant investment fees for the new tap(s) installed. The current plant investment fee schedule shall be the basis for such payment. Plant investment fees for compound taps installed prior to January 20, 1959, will be waived. Any subject property owner who fails to separate a prohibited service line extension as required herein may be subject to such penalties as provided in Section 14.04.270 or Section 14.08.240 of this Code.~~

~~(c) The use of a common service line by abutting property owners shall not alter the maintenance responsibility by the users of the common service line. The common service shall not constitute a public responsibility and the Director of Water and Sewer shall not perform maintenance or repair on the separate or combined service lines that may serve abutting properties.~~

14.04.~~210~~**180** - Standards for design and construction.

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14.04.~~220~~**190** - Water and sewer line construction plan approval.

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14.04.~~230~~**200** - Right of entry.

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14.04.~~240~~**210** - Stop-work authority.

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~~14.04.250 - Permit, tap or connection authority.~~

~~It is unlawful for the Director of Finance to issue any permit for any connection with the waterworks or any other purposes in any manner other than is provided by this Chapter, or for the Director of Water and Sewer to permit any tap or connection to be installed or made contrary to this Code and ordinances of the City until a permit has been issued and delivered to the Director, or contrary to or in excess of the provisions thereof.~~

14.04.~~260~~**220** - Appeals.

If a person **OR ENTITY** wishes to appeal any decision of the Director of Water and Sewer pursuant to the provisions of this ~~Chapter or Chapters 14.08 or 14.12~~**TITLE 14**, that person **OR ENTITY** shall file a written request with the Director asking that the Director's decision be reduced to writing and submitted for review by the Water and Sewer Board**. SUCH REVIEW SHALL BE CONSIDERED** as soon as reasonably possible. Appeals of decisions by the Water and Sewer Board, excluding matters pertaining to the minimum water and sanitary sewer rates, shall be submitted in writing to the City Clerk ~~and addressed to the Mayor~~ and **CONSIDERED BY THE** City Council. ~~Both the Water and Sewer Board and the City Council reserve the right, at any stage, to either refer the matter to an outside claims adjuster or to request mediation by an outside agent.~~

14.04.~~270~~**230** - Violations; penalties.

Any person **OR ENTITY** convicted of violating any provision of this ~~Chapter or Chapter 14.08, 14.12, 14.20 or 14.24~~**TITLE 14 RELATED** ~~in regard~~ to **THE** tapping water or sewer mains, ~~laying service pipes and stopcocks or~~**INSTALLING WATER SERVICE LINES, METERS, OR OTHER INFRASTRUCTURE, AND** taking and using water or sewer service through **ANY OF** the same, shall be punish**ABLE**~~ed~~ as provided in Chapter 1.32.

CHAPTER 14.06
WATER SERVICE

14.06.010 – INITIATION OF WATER SERVICE; SERVICE COMMITMENT AGREEMENTS.

(a) ANY PERSON OR ENTITY SEEKING WATER SERVICE FROM THE CITY SHALL MAKE A REQUEST FOR SUCH SERVICE WITHIN THE ASSOCIATED LAND USE OR DEVELOPMENT APPLICATION PROCESS REQUIRED BY TITLE 18. IF THE PERSON OR ENTITY SEEKING WATER SERVICE IS NOT PURSUING A LAND USE OR DEVELOPMENT APPLICATION, THE REQUEST SHALL BE MADE IN WRITING TO THE DIRECTOR OF WATER AND SEWER. IT IS UNLAWFUL FOR A PERSON OR ENTITY TO TAKE AND USE WATER SERVICE FROM THE CITY WITHOUT FIRST OBTAINING AUTHORIZATION FROM THE DIRECTOR OF WATER AND SEWER.

(b) REQUESTS FOR WATER SERVICE MADE THROUGH THE LAND USE OR DEVELOPMENT APPLICATION PROCESS REQUIRED BY TITLE 18 SHALL BE FORWARDED TO THE DIRECTOR OF WATER AND SEWER. ALL REQUESTS FOR WATER SERVICE SHALL INCLUDE THE INFORMATION NECESSARY TO DETERMINE ALL APPLICABLE FEES AND RATES FOR SUCH SERVICE. THE DIRECTOR OF WATER AND SEWER SHALL NOT AUTHORIZE ANY SUCH WATER SERVICE UNTIL ALL REQUIRED INFORMATION IS RECEIVED AND ALL REQUIRED FEES ARE PAID.

(c) ALL APPLICANTS GRANTED AUTHORIZATION FOR WATER SERVICE TO NON-RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL DEVELOPMENTS WITH MORE THAN FOUR (4) UNITS WITHIN THE CITY LIMITS SHALL EXECUTE A SERVICE COMMITMENT AGREEMENT TO BE RECORDED WITH THE WELD COUNTY CLERK AND RECORDER SETTING FORTH THE DETAILS AND PARAMETERS OF SUCH SERVICE, INCLUDING (i) THE PERSON OR ENTITY TO WHOM SERVICE IS GRANTED, (ii) THE DATE UPON WHICH SERVICE SHALL COMMENCE, (iii) THE SPECIFIC LOCATION AT WHICH THE TAP OR SERVICE CONNECTION SHALL BE MADE, (iv) THE PERMITTED SIZE OF THE TAP OR SERVICE CONNECTION, (V) A DESCRIPTION OF THE PROPERTY TO WHICH SERVICE WILL BE PROVIDED, AND (vi) THE PERMISSIBLE USES OF WATER ON THE PROPERTY.

14.06.020 - TAPPING FOR WATER WITHOUT AUTHORITY UNLAWFUL.

IT IS UNLAWFUL FOR A PERSON OR ENTITY TO MAKE A SERVICE CONNECTION WITH ANY WATER PIPE OR MAIN OF THE WATERWORKS WITHOUT AUTHORIZATION FROM THE DIRECTOR OF WATER AND SEWER, OR FOR A PERSON OR ENTITY SO AUTHORIZED TO INSTALL A TAP OR OTHER SERVICE CONNECTION TO THE WATERWORKS CONTRARY TO THE PROVISIONS OF THIS TITLE 14.

14.06.030 - CERTAIN WATER USAGE, TURNING ON WATER UNLAWFUL.

(a) IT IS UNLAWFUL FOR A PERSON OR ENTITY TO USE WATER THROUGH A TAP OR OTHER SERVICE CONNECTION WITH ANY WATER PIPE OR MAIN OF THE WATERWORKS IN A MANNER CONTRARY TO THE PROVISIONS OF THIS TITLE 14.

(b) IT IS UNLAWFUL FOR A PERSON OR ENTITY TO TURN ON WATER SERVICE TO A PROPERTY, OR TO OTHERWISE USE WATER THROUGH A TAP OR OTHER SERVICE CONNECTION TO A PROPERTY, WHEN THE DIRECTOR OF WATER AND SEWER HAS DIRECTED THAT WATER SERVICE TO SUCH PROPERTY BE TURNED OFF.

(c) THE DIRECTOR OF WATER AND SEWER HAS THE AUTHORITY TO DESIGNATE WATER ENFORCEMENT OFFICIALS FOR THE CITY.

14.06.040 - TAPS REQUIRED; SERVICE LINE EXTENSIONS PROHIBITED.

(a) EACH DETACHED SINGLE-FAMILY RESIDENTIAL BUILDING, MULTI-FAMILY RESIDENTIAL BUILDING, AND NON-RESIDENTIAL BUILDING SHALL BE SERVED BY A MINIMUM OF ONE (1) SEPARATE WATER TAP AND SERVICE LINE. BUILDINGS WITH MIXED RESIDENTIAL AND NON-RESIDENTIAL USES SHALL BE SERVED BY SEPARATE WATER TAPS FOR THE RESIDENTIAL AND NON-RESIDENTIAL COMPONENTS OF THE DEVELOPMENT.

(b) A SEPARATE AND ADDITIONAL LANDSCAPE IRRIGATION TAP SHALL BE REQUIRED FOR ALL NON-RESIDENTIAL BUILDINGS AND MULTI-FAMILY RESIDENTIAL BUILDINGS WITH MORE THAN FOUR (4) UNITS. THE DIRECTOR OF WATER AND SEWER HAS THE AUTHORITY TO GRANT A VARIANCE TO THE LANDSCAPE IRRIGATION TAP REQUIREMENT IN THIS SECTION UPON A WRITTEN FINDING THAT THE SUBJECT PROPERTY CAN BE SERVED BY A SINGLE TAP DUE TO MINIMAL LANDSCAPING IRRIGATION DEMAND.

(c) IT IS UNLAWFUL FOR A PERSON OR ENTITY TO EXTEND A SERVICE LINE TO SERVE ANY OTHER BUILDINGS, LOTS OR PREMISES CONTRARY TO THE REQUIREMENTS OF THIS SECTION. NOTWITHSTANDING THE FOREGOING, THE DIRECTOR OF WATER AND SEWER HAS THE DISCRETIONARY AUTHORITY TO GRANT VARIANCES WHEN APPROPRIATE FOR ACCESSORY USES ON THE SAME PROPERTY OR AN ADJOINING LOT.

(d) A PROHIBITED SERVICE LINE EXTENSION THAT WAS INSTALLED PRIOR TO SEPTEMBER 1, 2019, MAY REMAIN IN EFFECT SO LONG AS IT DOES NOT CREATE A SANITATION, PUBLIC HEALTH OR PUBLIC NUISANCE PROBLEM. IF, IN THE DISCRETION OF THE DIRECTOR OF WATER AND SEWER, A PROHIBITED SERVICE LINE EXTENSION CREATES A SANITATION, PUBLIC HEALTH OR PUBLIC NUISANCE PROBLEM, THE SUBJECT PROPERTY OWNER(S) SHALL SEPARATE THE COMPOUND TAP AT THEIR OWN EXPENSE.

(e) THE OWNER OF A PROPERTY TO WHICH A NEW WATER SERVICE LINE IS INSTALLED AFTER THE ASSOCIATED SEPARATION OF A COMPOUND TAP SHALL BE REQUIRED TO PAY ALL FEES APPLICABLE TO THE INITIATION OF WATER SERVICE TO THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE COSTS REQUIRED TO INSTALL ANOTHER WATER TAP AND SERVICE LINE. PLANT INVESTMENT FEES THAT WOULD OTHERWISE BE DUE AND PAYABLE FOR A NEW WATER SERVICE LINE INSTALLED PURSUANT TO THIS SECTION SHALL BE WAIVED UPON A WRITTEN FINDING OF THE DIRECTOR OF WATER AND SEWER THAT THERE WILL BE NO INCREASE IN WATER SERVICE TO THE SUBJECT PROPERTY.

(f) THE USE OF A COMMON SERVICE LINE BY ABUTTING PROPERTY OWNERS SHALL NOT ALTER THE MAINTENANCE RESPONSIBILITY OF THE USERS OF THE COMMON SERVICE LINE. THE COMMON SERVICE SHALL NOT CONSTITUTE A PUBLIC RESPONSIBILITY AND THE DIRECTOR OF WATER AND SEWER SHALL NOT PERFORM MAINTENANCE OR REPAIR ON THE SEPARATE OR COMBINED SERVICE LINES THAT MAY SERVE ABUTTING PROPERTIES.

14.06.050 – WATER RIGHTS DEDICATION; AMOUNTS AND CRITERIA.

(a) ALL APPLICANTS FOR WATER SERVICE WITHIN THE CITY LIMITS SHALL DEDICATE TO THE CITY, AS A PREREQUISITE TO AND AS PART OF THE CONSIDERATION FOR CITY WATER

SERVICE TO THE SUBJECT PROPERTY, WATER RIGHTS THAT THE CITY, IN ITS SOLE DISCRETION, CAN USE IN ITS WATER SYSTEM.

(b) ALL DEDICATIONS OF WATER RIGHTS PROPOSED TO SATISFY THE REQUIREMENTS OF THIS SECTION ARE SUBJECT TO APPROVAL BY THE DIRECTOR OF WATER AND SEWER. WATER RIGHTS APPROVED FOR DEDICATION SHALL MEET THE REQUISITE CRITERIA UNDER COLORADO LAW FOR CONVERSION OF THE WATER TO MUNICIPAL USE BY THE CITY, INCLUDING, WITHOUT LIMITATION, SUSTAINED HISTORICAL CONSUMPTIVE USE. SUCH WATER RIGHTS SHALL ALSO MEET THE CRITERIA FOR DEDICATION OF WATER RIGHTS TO THE CITY SET FORTH BY RESOLUTION OF THE WATER AND SEWER BOARD. THE TRANSFER OF WATER RIGHTS APPROVED FOR DEDICATION TO THE CITY SHALL BE MADE BY THE APPLICANT FOR WATER SERVICE NO LATER THAN THE DATE ON WHICH A FINAL PLAT FOR THE DEVELOPMENT IS APPROVED.

(c) APPLICANTS FOR WATER SERVICE TO SINGLE-FAMILY RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL DEVELOPMENTS WITH FOUR (4) UNITS OR LESS WITHIN THE CITY LIMITS SHALL DEDICATE RAW WATER IN THE AMOUNT OF THREE (3) ACRE-FEET PER ACRE, OR FRACTION THEREOF, OF PROPERTY TO WHICH WATER SERVICE WILL BE PROVIDED.

(d) APPLICANTS FOR WATER SERVICE TO NON-RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL DEVELOPMENTS WITH MORE THAN FOUR (4) UNITS WITHIN THE CITY LIMITS, INCLUDING, WITHOUT LIMITATION, COMMERCIAL, INDUSTRIAL, AND GROUP HOUSING (APARTMENT BUILDINGS, CONDOMINIUMS, NURSING HOMES, HOTELS, AND MOTELS), SHALL DEDICATE RAW WATER IN THE AMOUNT OF THE WATER SERVICE DEMAND FOR THE SUBJECT DEVELOPMENT. THE WATER SERVICE DEMAND FOR NON-RESIDENTIAL AND LARGE MULTI-FAMILY RESIDENTIAL DEVELOPMENTS SHALL BE DETERMINED BY MULTIPLYING THE TOTAL UNITS PROPOSED BY THE APPLICANT BY THE AVERAGE UNIT USE, AS SET FORTH IN THE BUSINESS CATEGORY AND WATER USE TABLE BELOW. THE WATER SERVICE DEMAND FOR INDUSTRIAL DEVELOPMENTS AND COMMERCIAL DEVELOPMENTS OF A TYPE NOT SPECIFICALLY IDENTIFIED IN THE BUSINESS CATEGORY AND WATER USE TABLE BELOW SHALL BE DETERMINED BY THE DIRECTOR OF WATER AND SEWER ON A CASE-BY-CASE BASIS, UTILIZING THE PROJECTED VOLUME OF TOTAL WATER USE BY THE SUBJECT DEVELOPMENT.

BUSINESS CATEGORY AND WATER USE

CATEGORY	UNITS	AVERAGE UNIT USE (GALLONS PER UNIT PER YEAR)
AUTO SERVICE AND REPAIR	SF	12
CAR WASH	BAY	1,350,000
CHILDCARE	SF	47
CHURCH	SF	4.5
GROCERY STORE	SF	20
GAS STATION WITHOUT CAR WASH	SF	93
HOSPITAL	SF	21

HOTEL/MOTEL	**ROOM**	**30,300**
MEDICAL OFFICE	**SF**	**25**
MULTI-FAMILY RESIDENTIAL (GREATER THAN 4 UNITS)	**UNIT**	**35,500**
OFFICE	**SF**	**14**
RECREATION WITH POOL	**SF**	**122**
RECREATION WITHOUT POOL	**SF**	**25**
RESTAURANT (OUTDOOR SEATING AREAS 50%)	**SF**	**188**
RETAIL	**SF**	**16**
SCHOOL	**SF**	**11**
WAREHOUSE	**SF**	**5**
INDUSTRIAL AND OTHER COMMERCIAL	**DEMAND DETERMINED ON CASE-BY-CASE BASIS**	

14.06.060 – CASH IN LIEU OF RAW WATER REQUIRED; SINGLE-FAMILY AND SMALL MULTI-FAMILY RESIDENTIAL.

(a) ANY APPLICANT FOR WATER SERVICE TO SINGLE-FAMILY RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL DEVELOPMENTS WITH FOUR (4) UNITS OR LESS WITHIN THE CITY LIMITS THAT CANNOT SATISFY THE REQUIREMENTS OF SECTION 14.06.050 IN FULL THROUGH THE DEDICATION OF WATER RIGHTS SHALL FURNISH TO THE CITY A CASH-IN-LIEU FEE TO FULFILL THE REMAINDER OF THE DEDICATION REQUIREMENT ASSOCIATED WITH ITS REQUEST FOR WATER SERVICE.

(b) THE CASH-IN-LIEU FEE FOR SINGLE-FAMILY RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL DEVELOPMENTS WITH FOUR (4) UNITS OR LESS SHALL BE SET BY RESOLUTION OF THE WATER AND SEWER BOARD AND CALCULATED AS THE CASH EQUIVALENT OF THREE (3) ACRE-FEET OF WATER PER ACRE, OR FRACTION THEREOF, OF PROPERTY TO WHICH WATER SERVICE WILL BE PROVIDED, USING THE FAIR MARKET VALUE OF WATER PER ACRE-FOOT.

14.06.070 - CASH IN LIEU OF RAW WATER REQUIRED; NON-RESIDENTIAL AND LARGE MULTI-FAMILY RESIDENTIAL

(a) ANY APPLICANT FOR WATER SERVICE TO NON-RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL DEVELOPMENTS WITH MORE THAN FOUR (4) UNITS WITHIN THE CITY LIMITS, INCLUDING, WITHOUT LIMITATION, COMMERCIAL, INDUSTRIAL, AND GROUP HOUSING (APARTMENT BUILDINGS, CONDOMINIUMS, NURSING HOMES, HOTELS, AND MOTELS), THAT CANNOT SATISFY THE REQUIREMENTS OF SECTION 14.06.050 IN FULL THROUGH THE DEDICATION OF WATER RIGHTS SHALL FURNISH TO THE CITY A CASH-IN-LIEU FEE TO FULFILL THE REMAINDER OF THE DEDICATION REQUIREMENT ASSOCIATED WITH ITS REQUEST FOR WATER SERVICE.

(b) THE CASH-IN-LIEU FEE FOR NON-RESIDENTIAL AND LARGE MULTI-FAMILY RESIDENTIAL DEVELOPMENTS SHALL BE SET BY RESOLUTION OF THE WATER AND SEWER BOARD AND CALCULATED BY MULTIPLYING THE WATER SERVICE DEMAND FOR THE SUBJECT PROPERTY, AS DETERMINED IN ACCORDANCE WITH SECTION 14.06.050(D) ABOVE, BY THE FAIR MARKET VALUE OF WATER PER ACRE-FOOT.

14.06.080 - EXCEPTION FOR LARGE PARCEL SINGLE-FAMILY RESIDENTIAL.

(a) THE WATER RIGHTS DEDICATION AND CASH-IN-LIEU FEE REQUIREMENTS SET FORTH IN SECTIONS 14.06.050 THROUGH 14.06.070 SHALL NOT APPLY TO APPLICATIONS FOR DOMESTIC WATER SERVICE TO PARCELS OF LAND EXCEEDING ONE (1) ACRE THAT CONTAIN ONLY ONE (1) SINGLE-FAMILY RESIDENCE. ANY APPLICATION FOR WATER SERVICE TO SUCH A PARCEL THROUGH A TAP LARGER THAN THREE-QUARTERS OF AN INCH (¾") IN DIAMETER IS NOT CONSIDERED DOMESTIC, AND THEREFORE INELIGIBLE FOR THE EXCEPTION IN THIS SECTION.

(b) ALL APPLICANTS FOR LARGE PARCEL SINGLE-FAMILY RESIDENTIAL WATER SERVICE PURSUANT TO THIS SECTION SHALL DEDICATE TO THE CITY RAW WATER IN THE AMOUNT OF THREE (3) ACRE-FEET PER ¾" DOMESTIC TAP, AS A PREREQUISITE TO, AND AS A PART OF THE CONSIDERATION FOR, CITY WATER SERVICE TO THE SUBJECT PROPERTY.

(c) ANY APPLICANT FOR LARGE PARCEL SINGLE-FAMILY RESIDENTIAL WATER SERVICE PURSUANT TO THIS SECTION THAT CANNOT SATISFY THE REQUIREMENT OF SECTION 14.06.080(B) IN FULL THROUGH THE DEDICATION OF WATER RIGHTS SHALL FURNISH TO THE CITY A CASH-IN-LIEU FEE TO FULFILL THE REMAINDER OF THE DEDICATION REQUIREMENT ASSOCIATED WITH ITS REQUEST FOR WATER SERVICE.

(d) THE CASH-IN-LIEU FEE FOR LARGE PARCEL SINGLE-FAMILY RESIDENTIAL WATER SERVICE PURSUANT TO THIS SECTION SHALL BE SET BY RESOLUTION OF THE WATER AND SEWER BOARD AND CALCULATED AS THE CASH EQUIVALENT OF THREE (3) ACRE-FEET OF WATER PER ¾" DOMESTIC TAP, USING THE FAIR MARKET VALUE OF WATER PER ACRE-FOOT.

14.06.090 – DETERMINATION OF FEES FOR CASH IN LIEU OF RAW WATER.

THE CASH-IN-LIEU FEE REQUIREMENT ASSOCIATED WITH A REQUEST FOR WATER SERVICE, AS SET FORTH IN SECTIONS 14.06.060 THROUGH 14.06.080, SHALL BE DETERMINED AT THE TIME THAT REQUEST IS MADE. HOWEVER, ALL PENDING REQUESTS FOR WATER SERVICE SHALL BE REVIEWED EVERY SIX (6) MONTHS. IF AT THE TIME OF ANY SUCH REVIEW THE CASH-IN-LIEU FEES SET BY RESOLUTION OF THE WATER AND SEWER BOARD HAVE CHANGED, THE CASH-IN-LIEU FEE ASSOCIATED WITH THAT REQUEST FOR WATER SERVICE SHALL BE UPDATED ACCORDINGLY. THE WATER AND SEWER BOARD SHALL DETERMINE, IN ITS SOLE DISCRETION, THE FAIR MARKET VALUE OF WATER UTILIZED TO CALCULATE CASH-IN-LIEU FEES PURSUANT TO THIS CHAPTER 14.06.

14.06.100 – APPLICABILITY OF WATER RIGHTS DEDICATION AND CASH IN LIEU OF RAW WATER REQUIREMENTS.

THE WATER RIGHTS DEDICATION AND CASH-IN-LIEU FEE REQUIREMENTS SET FORTH IN SECTIONS 14.06.050 THROUGH 14.06.080 SHALL BE APPLIED ONE (1) TIME ONLY TO ANY DEVELOPMENT, SUBDIVISION, OR PARCEL OF LAND WITHIN THE CITY LIMITS FOR WHICH WATER SERVICE IS REQUESTED, UNLESS SUCH PARCEL IS REDEVELOPED, FURTHER SUBDIVIDED, OR AN

ADDITIONAL WATER TAP OR SERVICE IS REQUESTED. IF REDEVELOPMENT OR FURTHER SUBDIVISION IS MADE OF ANY SUCH PARCEL OF LAND, THE WATER RIGHTS DEDICATION AND CASH-IN-LIEU FEE REQUIREMENTS SET FORTH IN SECTIONS 14.06.050 THROUGH 14.06.080 SHALL BE APPLIED TO ALL PARCELS WHERE AN ADDITIONAL WATER TAP OR SERVICE IS REQUESTED.

14.06.110 - RAW WATER SURCHARGE AND SUPPLEMENTAL CASH IN LIEU OF RAW WATER; EXCEPTION.

(a) A NON-RESIDENTIAL OR LARGE MULTI-FAMILY RESIDENTIAL CUSTOMER WHOSE METERED WATER USE IN A CALENDAR YEAR EXCEEDS ITS ANNUAL ALLOTMENT SHALL BE REQUIRED TO PAY A RAW WATER SURCHARGE ON THE VOLUME OF WATER USED IN EXCESS OF SUCH ALLOTMENT, AS SET FORTH IN ITS SERVICE COMMITMENT AGREEMENT.

(b) NON-RESIDENTIAL AND LARGE MULTI-FAMILY RESIDENTIAL CUSTOMERS WHO INITIATED WATER SERVICE PRIOR TO THE ENACTMENT OF THE ORDINANCE CODIFIED IN THIS SECTION AND HAVE NOT EXECUTED A SERVICE COMMITMENT AGREEMENT SHALL BE ENTITLED TO AN ANNUAL ALLOTMENT IN ACCORDANCE WITH THE RAW WATER DEDICATED OR CASH IN LIEU OF RAW WATER IT PAID UPON INITIATION OF SERVICE. ANY SUCH CUSTOMER WHOSE METERED WATER USE IN A CALENDAR YEAR EXCEEDS ITS ANNUAL ALLOTMENT SHALL BE REQUIRED TO PAY A RAW WATER SURCHARGE ON THE VOLUME OF WATER USED IN EXCESS OF SUCH ALLOTMENT.

(c) LARGE PARCEL SINGLE-FAMILY RESIDENTIAL CUSTOMERS SHALL BE ENTITLED TO AN ANNUAL ALLOTMENT OF THREE (3) ACRE-FEET PER ¾" DOMESTIC TAP. ANY SUCH CUSTOMER WHOSE METERED WATER USE IN A CALENDAR YEAR EXCEEDS ITS ANNUAL ALLOTMENT SHALL BE REQUIRED TO PAY A RAW WATER SURCHARGE ON THE VOLUME OF WATER USED IN EXCESS OF SUCH ALLOTMENT.

(d) THE RAW WATER SURCHARGE APPLICABLE TO CUSTOMERS PURSUANT TO THIS SECTION SHALL BE SET BY RESOLUTION OF THE WATER AND SEWER BOARD. ANY CUSTOMER WHOSE METERED WATER USE IN A CALENDAR YEAR EXCEEDS ITS ANNUAL ALLOTMENT MAY ALSO FURNISH TO THE CITY A SEPARATE SUPPLEMENTAL CASH-IN-LIEU FEE TO INCREASE ITS ANNUAL ALLOTMENT. ANY SUCH SUPPLEMENTAL CASH-IN-LIEU FEE SHALL BE CALCULATED USING THE FAIR MARKET VALUE OF WATER PER ACRE-FOOT, AS SET BY THE WATER AND SEWER BOARD AND IN PLACE WHEN THE RAW WATER SURCHARGE PAYMENT IS DUE AND PAYABLE, AND SHALL RESULT IN A CORRESPONDING INCREASE TO THE ANNUAL ALLOTMENT FOR THAT CUSTOMER, WHETHER AS DETERMINED IN ACCORDANCE WITH THIS SECTION OR AS SET FORTH IN ITS SERVICE COMMITMENT AGREEMENT.

(e) ANY NON-RESIDENTIAL, LARGE MULTI-FAMILY RESIDENTIAL, OR LARGE PARCEL SINGLE-FAMILY RESIDENTIAL CUSTOMER WHO INITIATES OR MODIFIES ITS WATER SERVICE AFTER THE ENACTMENT OF THE ORDINANCE CODIFIED IN THIS SECTION AND WHOSE METERED WATER USE IN A CALENDAR YEAR EXCEEDS THE ANNUAL ALLOTMENT SET FORTH IN ITS SERVICE COMMITMENT AGREEMENT IN ANY TWO (2) CONSECUTIVE CALENDAR YEARS SHALL BE REQUIRED TO PAY A SUPPLEMENTAL CASH-IN-LIEU FEE TO INCREASE ITS ANNUAL ALLOTMENT, AS DESCRIBED IN SECTION 14.06.110(d) ABOVE.

(f) ANY CUSTOMER WHOSE METERED WATER USE DURING ITS FIRST FULL CALENDAR YEAR OF WATER SERVICE EXCEEDS ITS ANNUAL ALLOTMENT SHALL BE EXEMPT FROM THE RAW WATER SURCHARGE AND SUPPLEMENTAL CASH-IN-LIEU FEE REQUIREMENTS OF THIS SECTION FOR THAT FIRST YEAR ONLY.

14.06.120 - CREDIT FOR RAW WATER SUPPLIES DEDICATED OR CASH IN LIEU OF RAW WATER PAID; EXISTING TAPS.

(a) AN APPLICANT FOR WATER SERVICE SHALL NOT BE REQUIRED TO DEDICATE RAW WATER OR PAY A CASH-IN-LIEU FEE IF THE RAW WATER DEDICATION OR CASH IN LIEU OF RAW WATER REQUIREMENT FOR THE SUBJECT PROPERTY WAS SATISFIED IN FULL PRIOR TO THE ENACTMENT OF THE ORDINANCE CODIFIED IN THIS SECTION. NOTWITHSTANDING THE FOREGOING, ANY SUCH APPLICANT THAT SEEKS TO INITIATE NEW WATER SERVICE, CHANGE THE TYPE OF WATER SERVICE, OR CHANGE THE USE OF A NON-RESIDENTIAL DEVELOPMENT SHALL BE SUBJECT TO THE WATER RIGHTS DEDICATION AND CASH-IN-LIEU FEE REQUIREMENTS SET FORTH IN SECTIONS 14.06.050 THROUGH 14.06.080.

(b) ANY CUSTOMER THAT SEEKS TO ABANDON AN EXISTING WATER TAP IN FAVOR OF A SMALLER OR LARGER TAP TO SERVE THE SAME PROPERTY SHALL BE ENTITLED TO A CREDIT AGAINST THE WATER RIGHTS DEDICATION AND CASH-IN-LIEU FEE REQUIREMENTS SET FORTH IN SECTIONS 14.06.050 THROUGH 14.06.080. SUCH CREDIT SHALL BE EQUAL TO THE RAW WATER PREVIOUSLY DEDICATED OR CASH-IN-LIEU FEE PREVIOUSLY PAID FOR DEVELOPMENT OF THE SUBJECT PROPERTY. IF THERE ARE NO RECORDS TO EVIDENCE THE PREVIOUS DEDICATION OF WATER RIGHTS OR PAYMENT OF CASH-IN-LIEU FEE FOR THE SUBJECT PROPERTY, SUCH CREDIT SHALL BE EQUAL TO THE THEN CURRENT CASH-IN-LIEU FEE VALUE ASSOCIATED WITH THE ABANDONED TAP, BUT SHALL NOT INCLUDE CREDIT FOR ANY FIRE FLOW DIAMETER ASSOCIATED WITH THE ABANDONED TAP.

(c) ANY CREDIT ISSUED FOR AN ABANDONED TAP PURSUANT TO THIS SECTION SHALL NOT EXCEED THE CASH-IN-LIEU FEE DUE AND PAYABLE FOR THE REPLACEMENT TAP; THE CITY SHALL NOT BE REQUIRED TO PROVIDE CASH REFUNDS FOR ANY SUCH CREDIT.

14.06.130 - PLANT INVESTMENT FEES FOR WATER SERVICE; INSIDE AND OUTSIDE THE CITY.

(a) ALL APPLICANTS FOR WATER SERVICE, WHETHER INSIDE OR OUTSIDE THE CITY LIMITS, SHALL FURNISH TO THE CITY A WATER PLANT INVESTMENT FEE AS A PREREQUISITE TO, AND AS A PART OF THE CONSIDERATION FOR, CITY WATER SERVICE TO THE SUBJECT PROPERTY. THE WATER PLANT INVESTMENT FEE SHALL BE THE MINIMUM AMOUNT SET BY RESOLUTION OF THE WATER AND SEWER BOARD, UNLESS SUBSEQUENTLY INCREASED BY RESOLUTION OF THE CITY COUNCIL. THE DIAMETER OF A SERVICE LINE WATER TAP INSTALLED FOR FIRE SUPPRESSION PURPOSES SHALL NOT BE CONSIDERED WHEN CALCULATING PLANT INVESTMENT FEES DUE PURSUANT TO THIS SECTION.

(b) UPON APPROVAL OF THE DIRECTOR OF WATER AND SEWER, PLANT INVESTMENT FEES MAY BE BASED ON THE VOLUME OF A CUSTOMER'S ANNUAL ALLOTMENT RATHER THAN THE DIAMETER OF ITS TAP. WHEN THE DIRECTOR OF WATER AND SEWER AUTHORIZES A PLANT INVESTMENT FEE BASED ON SIZE OF SERVICE, THE SCHEDULE OF TAP FEES SET BY RESOLUTION OF THE WATER AND SEWER BOARD SHALL BE APPLIED IN ACCORDANCE WITH THE SIZE OF SERVICE.

14.06.140 – INSTALLATION COSTS FOR WATER SERVICE.

IN ADDITION TO THE WATER PLANT INVESTMENT FEE REQUIREMENT SET FORTH IN SECTION 14.06.130, AN APPLICANT FOR WATER SERVICE SHALL PAY FOR ALL METERS, LABOR AND OTHER MATERIALS REQUIRED TO TAP THE WATER MAIN, TO INSTALL SERVICE PIPES, AND TO TRENCH AND REPAIR THE STREET, AS SUCH COSTS ARE DETERMINED BY THE DIRECTOR OF WATER AND SEWER.

ALL COSTS SHALL BE PAID BY THE APPLICANT IN ADVANCE OF SUCH WORK AND NO LATER THAN THE TIME AT WHICH A BUILDING PERMIT IS ISSUED BY THE CITY FOR THE SUBJECT PROPERTY.

14.06.150 - WATER PLANT INVESTMENT FEE CREDITS AND EXCHANGE; RENOVATIONS.

(a) ANY CUSTOMER THAT SEEKS TO ABANDON AN EXISTING WATER TAP IN FAVOR OF A SMALLER OR LARGER TAP TO SERVE THE SAME PROPERTY SHALL BE ENTITLED TO A CREDIT AGAINST THE WATER PLANT INVESTMENT FEE REQUIREMENT SET FORTH IN SECTION 14.06.130. SUCH CREDIT SHALL BE EQUAL TO THE THEN CURRENT PLANT INVESTMENT FEE VALUE ASSOCIATED WITH THE ABANDONED TAP, BUT SHALL NOT INCLUDE CREDIT FOR ANY FIRE FLOW DIAMETER ASSOCIATED WITH THE ABANDONED TAP. ANY CREDIT ISSUED FOR AN ABANDONED TAP PURSUANT TO THIS SECTION SHALL NOT EXCEED THE WATER PLANT INVESTMENT FEE DUE AND PAYABLE FOR THE REPLACEMENT TAP; THE CITY SHALL NOT BE REQUIRED TO PROVIDE CASH REFUNDS FOR ANY SUCH CREDIT.

(b) ANY TAP ABANDONED PURSUANT TO THIS SECTION SHALL BE TURNED OFF AT THE MAIN, AND THE COSTS ASSOCIATED WITH TURNING OFF THE ABANDONED TAP SHALL BE BORNE BY THE PERSON OR ENTITY REQUESTING THE CHANGE OF SERVICE.

(c) ANY CUSTOMER THAT RENOVATES ONE (1) OR MORE RESIDENTIAL UNITS THAT WERE CONSTRUCTED PRIOR TO JANUARY 20, 1959 AND IS ACCORDINGLY REQUIRED TO REPLACE AN EXISTING TAP THAT SERVES SUCH RESIDENTIAL UNITS TO COMPLY WITH THE CURRENT MINIMUM TAP SIZE REQUIREMENTS ESTABLISHED BY THE WATER AND SEWER BOARD SHALL NOT BE REQUIRED TO FURNISH AN ADDITIONAL WATER PLANT INVESTMENT FEE IF (I) THE RENOVATION DOES NOT INCREASE THE NUMBER OR SIZE OF THE RESIDENTIAL UNITS, AND (II) THE USE OF THE SUBJECT PROPERTY IS NOT CHANGED.

14.06.160 – PAYMENT OF FEES AND COSTS; EXCEPTION.

(a) PAYMENT IN FULL OF COSTS AND FEES REQUIRED PURSUANT TO THIS CHAPTER 14.06 SHALL BE A PREREQUISITE TO RECEIVING CITY WATER SERVICE, AND ALL SUCH COSTS AND FEES REQUIRED SHALL BE DUE AND PAYABLE BY THE APPLICANT FOR WATER SERVICE NO LATER THAN THE DATE ON WHICH A BUILDING PERMIT IS ISSUED.

(b) NOTWITHSTANDING THE PROCEDURES SET FORTH IN THIS CHAPTER 14.06, ANY SHAREHOLDER OF THE GREELEY-LOVELAND IRRIGATION COMPANY WHO HOLDS A VALID DOMESTIC WATER SHAREHOLDER AGREEMENT WITH THE CITY SHALL FOLLOW THE PROCEDURES SET FORTH IN THAT CONTRACT.

14.06.170 – WATER SERVICE OUTSIDE THE CITY LIMITS.

THE DIRECTOR OF WATER AND SEWER MAY CONSIDER APPLICATIONS FOR EXTRATERRITORIAL WATER SERVICE FROM PERSONS OR ENTITIES LOCATED OUTSIDE THE CITY LIMITS. ANY SUCH EXTRATERRITORIAL WATER SERVICE AUTHORIZED SHALL BE CONTINGENT UPON RECEIPT BY THE CITY OF WRITTEN CONSENT TO THE SERVICE FROM THE JURISDICTION IN WHICH THE EXTRATERRITORIAL CUSTOMER IS LOCATED, IF SO REQUIRED. ANY PERSON OR ENTITY GRANTED SUCH EXTRATERRITORIAL WATER SERVICE SHALL AGREE TO TRANSFER WHEN A REQUEST FOR CITY WATER IS MADE, AT NO COST TO THE CITY, CERTAIN WATER RIGHTS, INCLUDING NORTHERN COLORADO WATER CONSERVANCY DISTRICT ALLOTMENTS, IRRIGATION

WATER AND CARRIAGE RIGHTS OF SUCH WATER, TO THE CITY BEFORE RECEIVING WATER SERVICE FROM THE CITY.

14.06.180 – TRANSFER OF WATER RIGHTS UPON ANNEXATION.

ANY PETITIONERS REQUESTING ANNEXATION OF THEIR LAND TO THE CITY SHALL AGREE, AS A PREREQUISITE TO RECEIVING APPROVAL OF SUCH ANNEXATION AND ON BEHALF OF THEMSELVES AND ALL SUCCESSORS IN INTEREST TO THE LAND TO BE ANNEXED, TO TRANSFER, AT NO COST TO THE CITY, WATER RIGHTS, INCLUDING NORTHERN COLORADO WATER CONSERVANCY DISTRICT ALLOTMENTS, IRRIGATION WATER AND CARRIAGE RIGHTS UPON SUBDIVIDING AND/OR REQUESTING DOMESTIC WATER SERVICE TO THE CITY, BEFORE RECEIVING THE APPROVAL OF THE ANNEXATION.

14.06.190 - SPECIAL AGREEMENTS APPROVED BY CITY COUNCIL.

THE PROVISIONS OF THIS CHAPTER 14.06 SHALL NOT PRECLUDE THE CITY COUNCIL FROM APPROVING SPECIAL AGREEMENTS WITH APPLICANTS FOR WATER SERVICE REGARDING THE REQUIREMENTS FOR DEVELOPMENT WITHIN THE CITY.

14.06.200 - METERS REQUIRED FOR WATER SERVICE; SPECIFICATIONS AND EXCEPTIONS.

(a) IT IS UNLAWFUL FOR ANY PERSON OR ENTITY TO TAKE, RECEIVE OR USE ANY WATER FROM THE CITY WATERWORKS FOR ANY PURPOSE WHATSOEVER, UNLESS SUCH WATER IS MEASURED THROUGH A METER. THIS REQUIREMENT SHALL NOT APPLY TO RESIDENTIAL FIRE SPRINKLING LINES WHICH ARE TWO (2) INCHES OR LESS IN DIAMETER AND WHICH SERVE ONLY THE FIRE SUPPRESSION SYSTEM.

(b) FAILURE TO INSTALL A METER BEFORE WATER IS USED IS PUNISHABLE UNDER CHAPTER 1.32 AND SHALL RESULT IN THE WATER BEING TURNED OFF TO THE PROPERTY UNTIL A METER IS INSTALLED AND ALL PENALTIES AND FINES ARE PAID IN FULL .

(c) ALL METERS INSTALLED SHALL BE OF A TYPE, SIZE AND DESIGN APPROVED BY THE DIRECTOR OF WATER AND SEWER. THERE SHALL BE ONLY ONE (1) METER FOR EACH WATER TAP INSTALLED, AND EACH METER SHALL BE OF THE SAME SIZE AS THE ASSOCIATED WATER TAP. THE DIRECTOR OF WATER AND SEWER SHALL HAVE THE DISCRETION TO ADJUST METER SIZE REQUIREMENTS BASED ON AWWA STANDARDS.

(d) EACH METER SHALL BE PLACED UNDER THE DIRECTION OF THE DIRECTOR OF WATER AND SEWER, AND EACH NEW METER SHALL BE INSTALLED OUTSIDE IN A CODE METER PIT/VAULT. EACH METER SHALL BE SUPPLIED WITH A STOPCOCK ON THE INLET SIDE OF THE YOKE. EXISTING METERS INSIDE BUILDINGS MUST HAVE A STOPCOCK ON BOTH SIDES OF THE METER. ALL METERS SHALL BE LOCATED WHERE ACCESSIBLE FOR INSPECTION AND/OR REPAIR AT ANY TIME DURING BUSINESS HOURS. METERS PREVIOUSLY INSTALLED INSIDE BUILDINGS SHALL BE RELOCATED OUTSIDE TO CODE METER PITS/VAULTS WHEN THE BUILDING IS REMODELED, PLUMBING SYSTEMS ARE MODIFIED, ACCESSIBILITY BECOMES LIMITED, OR AS OTHERWISE DIRECTED BY THE DIRECTOR OF WATER AND SEWER.

14.06.210 - TESTING, MAINTENANCE AND REPAIR OF METERS.

(A) ALL NEW METERS SHALL BE TESTED BEFORE BEING INSTALLED. THE DIRECTOR OF WATER AND SEWER SHALL MAKE PERIODIC TESTS OF WATER METERS AND ORDER REPLACEMENT OR REPAIR OF METERS AS NEEDED.

(B) THE DIRECTOR OF WATER AND SEWER SHALL MAINTAIN ALL METERS FOR COSTUMERS BEING SERVED AND BILLED DIRECTLY BY THE CITY. PROPERTY OWNERS SHALL BE RESPONSIBLE FOR ANY DAMAGE TO METERS AND THEIR APPURTENANCES CAUSED BY ABUSE, NEGLIGENCE OR VANDALISM.

(C) PROPERTY OWNERS SHALL PURCHASE NEW METERS PRIOR TO REACTIVATING SERVICE FOR VACANT PROPERTIES WHEN THE METERS BECOME OBSOLETE OR NO LONGER MEET AWWA STANDARDS FOR ACCURACY AND PERFORMANCE.

(d) PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF METER PITS/VAULTS AND COVERS. FAILURE TO MAKE REPAIRS WHEN NOTIFIED BY THE DIRECTOR OF WATER AND SEWER SHALL RESULT IN THE WATER BEING TURNED OFF UNTIL REPAIRS ARE COMPLETED.

14.06.220 - METER FAILURE; COMPUTATION OF CHARGES.

(a) IF ANY METER FAILS TO REGISTER IN ANY BILLING PERIOD, THE CUSTOMER SHALL BE CHARGED BASED UPON THE AVERAGE CONSUMPTION FOR THE SAME PERIOD IN THE TWO (2) YEARS IMMEDIATELY PRECEDING THE METER FAILURE, AND ACCORDINGLY BILLED AT THE CURRENT RATES. IF A METER IS TESTED IN ACCORDANCE WITH SECTION 14.06.210 AND BE FOUND TO BE INACCURATE BY FIVE PERCENT (5%) OR MORE, THE CUSTOMER'S BILL SHALL BE ADJUSTED AS INDICATED BY THE TEST FOR THE CURRENT BILLING PERIOD AND THE ONE (1) IMMEDIATELY PRECEDING BILLING PERIOD.

(b) IN THE EVENT A PARTICULAR CUSTOMER ACCOUNT IS FOUND TO HAVE BEEN MISCLASSIFIED, THE CITY IS AUTHORIZED TO MAKE APPROPRIATE BILLING ADJUSTMENTS WHERE WARRANTED, BASED UPON INFORMATION OBTAINED CONCERNING THE PARTICULAR CUSTOMER ACCOUNT.

14.06.230 - CONSENT TO WITHDRAWAL OF NONTRIBUTARY GROUNDWATER.

(a) ALL NONTRIBUTARY GROUNDWATER, INCLUDING BUT NOT LIMITED TO WATERS OF THE DAWSON, DENVER, ARAPAHOE, LARAMIE-FOX HILLS AND DAKOTA AQUIFERS, ARE INCORPORATED INTO THE CITY'S ACTUAL SERVICE PLAN AS AUTHORIZED BY SECTION 37-90-137(8), C.R.S. THE LAND AREA IN THE ACTUAL MUNICIPAL SERVICE PLAN IS ALL THAT AREA WITHIN THE CITY BOUNDARY AS OF JANUARY 1, 1985, EXCEPT THAT LAND NORTH OF THE CACHE LA POUDRE RIVER. PUBLIC INTEREST JUSTIFIES THE USE OF NONTRIBUTARY GROUNDWATER UNDERLYING THE SERVICE AREA.

(b) UPON THE EFFECTIVE DATE OF THE ORIGINAL ORDINANCE CODIFIED IN THIS SECTION (JANUARY 21, 1986), THE OWNERS OF ALL LAND IN THE SERVICE AREA SHALL BE DEEMED TO HAVE CONSENTED TO THE WITHDRAWAL BY THE CITY OF ALL SUCH NONTRIBUTARY GROUNDWATER UNLESS CONSENT IS WITHHELD PURSUANT TO THE ABOVE DESCRIBED STATE STATUTE.

(c) ALL APPLICANTS GRANTED AUTHORIZATION FOR WATER SERVICE SHALL EXECUTE, AS A PREREQUISITE TO SUCH SERVICE, A CONSENT AGREEMENT APPROVING THE WITHDRAWAL BY THE CITY OF ALL NONTRIBUTARY GROUNDWATER AS DESCRIBED HEREIN FROM THE LAND BEING SERVED.

Chapter 14.08
Water **RATES AND REGULATION**

~~14.08.010 - Tapping for water without authority unlawful.~~

~~It is unlawful for any person authorized by ordinance to make any connection with any water pipe or main of the waterworks, or for any authorized person to put in any tap contrary to the provisions of this Chapter or Chapters 14.04, 14.12, 14.20 or 14.24.~~

~~14.08.020 - Certain water usage, turning on water unlawful.~~

~~(a) It is unlawful for any water consumer to use water through any tap or service connected with such water mains as are described in Section 14.08.010 contrary to the provisions of this Chapter, of Chapters 14.04, 14.12, 14.20 or 14.24 or to turn on water to his or her premises, lot buildings or house when the water has been turned off.~~

~~(b) The Director of Finance or the Director of Water and Sewer has the explicit authority to designate a water enforcement official for the City.~~

~~14.08.030 - Plant investment fees designated for service inside City.~~

~~The water plant investment fee inside the City limits shall be the minimum fee as approved by the Water and Sewer Board, unless increased by resolution by the City Council.~~

~~14.08.040 - Installation costs; payments due; plant investment fee computed.~~

~~(a) In addition to the fee provided at Section 14.08.030, the owner, lessee or user of water shall pay for all meters, labor and other materials required in tapping the water main, installing the service pipes and trenching and repair of streets, as determined by the Director of Water and Sewer. All costs shall be paid in advance; except that in the case of undeveloped property, the owner, lessee or user of any water shall have the option of requesting that the plant investment fee provided for at Section 14.08.030 be paid at the time application is made for a building permit. The diameter of the water tap for a waterline installed for firefighting purposes shall not be considered in computing plant investment fees under the schedule set out at Section 14.08.030.~~

~~(b) Upon approval of the Director of Water and Sewer, plant investment fees may be based on the size of service rather than the diameter of the tap. When the Director of Water and Sewer authorizes a plant investment fee based on size of service, the above schedule of tap fees shall be applied as if the size of service were the diameter of the tap.~~

~~14.08.050 - Plant investment fee designated for service outside City~~

~~The water plant investment fee outside the City limits shall be the minimum fee as approved by the Water and Sewer Board, unless increased by resolution by the City Council.~~

~~14.08.055 - Water plant investment fee credit and exchange.~~

~~Where one (1) or more living units are being served by an existing tap and the owner, lessee or user of water being served by the existing tap desires to abandon such tap in favor of a larger or smaller tap to the same property, the plant investment fee established in Sections 14.08.030 and 14.08.050 shall be reduced by the current plant investment fee value of the existing tap to be abandoned but shall not include credit for the fire flow diameter. The abandoned tap shall be turned off at the main and the cost of the turnoff shall be borne by the person requesting the change of service. In no case shall the City provide cash refunds, and credit against new taps shall not exceed the plant investment fee of such new tap or taps.~~

~~14.08.056 - Additional credit and exchange; renovation.~~

~~In the event one (1) or more living units are being renovated and a larger water tap is required to meet the minimum tap size requirements established by the Water and Sewer Board, there shall be no additional water plant investment fee required on account of the renovation, provided that the units being renovated were constructed prior to January 20, 1959, and the renovation does not increase the number or size of the units and the use of the property is not being changed.~~

~~14.08.060 - Installation costs; advance payment for service outside City.~~

~~(a) In addition to the fee provided for at Section 14.08.050, the owner, lessee or user of water shall pay for all meters, labor and materials required in tapping the water main, installing the service pipes and trenching and repairing of streets, as determined by the Director of Water and Sewer. All costs shall be paid in advance.~~

~~(b) Upon approval of the Director of Water and Sewer, plant investment fees may be based on the size of service rather than the diameter of tap. When the Director of Water and Sewer authorizes a plant investment fee based on size of service, the above schedule of tap fees shall be applied as if the size of service were the diameter of tap.~~

14.08.~~070~~**<u>010</u>** - Rates approved by Water and Sewer Board.

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~~14.08.080 - Meter failure; computation of charges.~~

~~(a) If any meter fails to register in any billing period, the consumer shall be charged based upon the average consumption for the same period in two (2) prior years and billed at the then current rates. Should a meter be tested in accordance with Section 14.08.170 and be found to be inaccurate by five percent (5%) or more, the customer's bill will be adjusted as indicated by the test for the current and one (1) preceding billing period.~~

~~(b) In the event a particular customer account is found to have been misclassified, the City is authorized to make appropriate billing adjustments where warranted, based upon information obtained concerning the particular customer account.~~

14.08.~~090~~**<u>020</u>** – Payment of charges.

All rates for the use of water as provided in this ~~Chapter~~**<u>TITLE 14</u>** shall be due and payable to the Director of Finance at his or her office in the City Hall. In case a~~ny~~ water user fails to pay all charges ~~under this Chapter~~ within thirty (30) days after the same become due, the same are delinquent and the City may disconnect water service from every premises, building, house or lot in default until the delinquent charges are paid, including payment of reconnection charges as provided in Sections 14.08.~~340~~**220** and 14.08.~~350~~**230**.

14.08.~~100~~**030** - Bills may be sent; ~~sewer assessment included~~**PROCESS FOR BILL DISPUTES**.

The Director of Finance may, but shall not be require**D** to, give notice to users of water of the amount of their water rates and when due, and he or she may include in such notice and shall collect with the water rates the sewer assessment ~~provided for in Section 13.44.090 et seq.~~, prorating such assessment with the water rates. **ANY CUSTOMER THAT BELIEVES ITS WATER AND SEWER BILL CONTAINS IMPROPER CHARGES MAY SUBMIT A BILL DISPUTE IN WRITING TO THE DIRECTOR OF WATER AND SEWER.**

14.08.040 - SERVICE LINE FAILURE; COMPUTATION OF CHARGES.

IF A PERSON OR ENTITY DISCOVERS A LEAK OR OTHER FAILURE IN ITS SERVICE LINE, AND THE DIRECTOR OF WATER AND SEWER FINDS THAT SUCH LEAK OR SERVICE LINE FAILURE DIRECTLY CAUSED ARTIFICIALLY ELEVATED CHARGES IN A PARTICULAR BILLING PERIOD, THE CUSTOMER MAY BE CHARGED BASED UPON ITS AVERAGE CONSUMPTION FOR THE SAME PERIOD IN THE TWO (2) YEARS IMMEDIATELY PRECEDING THE LEAK OR SERVICE LINE FAILURE, AND ACCORDINGLY BILLED AT THE CURRENT RATES.

14.08.~~110~~**050** - Rebates for unused water prohibited.

There shall be no rebates **FOR UNUSED WATER OR FOR THE CEASE OF RENTAL WATER USE BY A LESSEE**~~to the owner on account of the owner or the tenant ceasing to use water~~ before ~~the~~ expiration of the time **PERIOD** for which ~~rental~~**WATER** has been ~~paid~~**RENTED**.

14.08.~~120~~**060** - Credits for unused water permitted.

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~~14.08.130 - Meters required for water service; exceptions.~~

~~It is unlawful for any person to take, receive and use any water from the City waterworks or mains in any building or any lot for any purpose whatsoever, except water used and measured through a meter. This requirement shall not apply to residential fire sprinkling lines which are two (2) inches or less in diameter and which serve only the fire suppression system.~~

~~14.08.140 - Failure to install meter.~~

~~Failure to install a meter before water is used, as provided in this Chapter, shall result in the water being turned off to the property until a meter is installed and penalties and fines are paid in full, as defined in Chapter 1.32 of this Code.~~

~~14.08.150 - Meter specifications.~~

~~All meters shall be of a type, size and design approved by the Director of Water and Sewer. For each water tap installed, there shall be only one (1) meter; and each meter shall be of the same size as the water tap. The Director of Water and Sewer shall have the discretion to adjust meter size based on AWWA standards.~~

~~14.08.160 - Stopcocks required; location of meter.~~

~~Each meter shall be placed under the direction of the Director of Water and Sewer, and each new meter shall be installed outside in a code meter pit/vault. Each meter shall be supplied with a stopcock on the inlet side of the yoke. Existing meters inside buildings must have a stopcock on both sides of the meter. All meters shall be located where accessible for inspection and/or repair at any time during business hours. Meters previously installed inside buildings shall be relocated outside to code meter pits/vaults when the following events occur: buildings are remodeled, plumbing systems are modified, accessibility becomes limited or as determined by the Director of Water and Sewer.~~

~~14.08.170 - Testing, maintenance and repair.~~

~~(a) All new meters are tested before being installed. The Director of Water and Sewer shall make periodic tests of water meters and replace the meters or repair them as needed.~~

~~(b) The Director of Water and Sewer shall maintain all meters for all consumers being served and billed directly by the City. Property owners shall be responsible for damages to meters and appurtenances caused by abuse, negligence or vandalism.~~

~~(c) Property owners shall purchase new meters prior to reactivating service for vacant properties when the meters become obsolete or no longer meet AWWA standards for accuracy and performance.~~

~~(d) Property owners shall be responsible for the maintenance of meter pits/vaults and covers. Failure to make repairs when notified by the Director of Water and Sewer shall result in the water being turned off until repairs are completed.~~

14.08.~~195~~**070** - Cross-connection control.

(a) Purpose. This Section is intended to protect the City's potable waterworks from contamination by backflow from a property owner's internal plumbing system or private water system through an ongoing program of cross-connection control (also known as "containment"). Nothing in this Section relieves a property owner from the cross-connection control requirements of the plumbing code contained in ~~c~~**C**hapter 16.28 of this Code, which protects against backflow within a property owner's system (also known as "isolation").

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(h) Discontinuing water service. The Director of Water and Sewer may discontinue water service to any premises for which the owner fails to comply with the requirements of this Section, or to which the owner denies reasonable access to the Director of Water and Sewer as authorized by Section 14.04.~~230~~**200** of this Chapter to determine compliance with this Section. Such discontinuance of water service may be summary, immediate and without written notice whenever the Director of Water and Sewer determines that such action is necessary to address an imminent threat to the City's water works or its water customers.

14.08.~~200~~**080** - Repair of system; restriction of use.

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14.08.~~220~~**090** - Wasting water unlawful.

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14.08.~~230~~**100** - Maintenance required.

The owner of any premises for which a connection is made and a stopcock with box and cover placed as provided ~~at this Chapter and Chapter 14.04~~**IN THIS TITLE 14** shall keep such stopcock with box and cover placed as aforesaid in good condition at his or her expense and so that the Director of Water and Sewer is able to turn off water from his or her service pipes at any time. From such stopcock to, in and upon his or her premises, the owner shall provide his or her own pipe and plumbing, which shall be constructed and placed so as to comply with all ordinances upon plumbing and shall, at his or her expense, at all times, keep all pipes, fixtures and appliances on his or her premises tight and in good working order so as to prevent waste of water. In case any pipe or fixture breaks or become imperfect, or so as to waste water, he or she shall forthwith repair the same and keep the same in repair.

14.08.~~240~~**110** – Unlawful failure to maintain; notice and turnoff.

It is unlawful for any owner or user of water to fail to comply with the provisions of Section 14.08.~~230~~**100** and, until his or her pipes and fixtures are placed in good repair, the Director of Water and Sewer shall turn off all water from such premises. ~~In case~~**IF** the Director of Water and Sewer **DISCOVERS**~~shall,~~ on inspection~~, ascertain~~ that any plumbing or fixtures of any premises are so defective as to waste any water, he or she shall notify the owner or user of water to repair the same immediately and, if not repaired within twenty-four (24) hours, he or she shall turn off the water from such premises, and the same shall remain turned off until such plumbing and fixtures are repaired.

14.08.~~250~~**120** - Damaging waterworks or protections thereto unlawful.

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14.08.~~260~~**130** - Trespassing or interfering with waterworks unlawful.

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14.08.~~270~~**140** - Contaminating, polluting or obstructing water unlawful.

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14.08.~~280~~**150** - Polluting or contaminating Cache la Poudre River unlawful; liability.

It is unlawful for any person **OR ENTITY**, in any manner, to pollute or contaminate the waters of the Cache la Poudre River or its tributaries for a distance of five (5) miles above the intake of the waterworks or to have, keep or maintain at, along or near the banks of the Cache la Poudre River for a distance of five (5) miles above the intake of the waterworks any building, privy, pen, yard or corral for stock, or to have, keep or conduct any business near such stream as aforesaid which will contaminate or pollute the waters of such river or render the same unfit for domestic use. Any person **OR ENTITY** who violates any provisions of this Section, upon conviction thereof, shall, in addition to other penalties, be liable for all damages for ~~his or her~~**SUCH** unlawful acts.

14.08.~~290~~**160** - Sprinkling restrictions; drought levels; penalty.

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14.08.~~300~~**170** - Limitation of sprinkling by Mayor; violation.

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14.08.~~310~~**180** - Nozzle or sprinkler required.

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14.08.~~320~~**190** - Sprinkling prohibited during fires.

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14.08.~~330~~**200** - Buildings with multiple users.

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14.08.~~340~~**210** - Lien enforcement.

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14.08.~~350~~**220** - Turn-on charge.

When water is once turned on to any premises and thereafter turned off for any reason, it shall not be turned on again until the **TURN-ON** charge, as established by the Water and Sewer Board, has been paid.

14.08.~~360~~**230** - Extra charges for connections.

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14.08.~~370~~**240** - Computation of extra charges.

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14.08.~~380~~**250** - Private payment for public water; reimbursement.

Private persons who pay for the constructions of sections of public water lines and who desire partial reimbursement for such payment shall deliver a written document to the Director of Water and Sewer setting forth the total construction cost, with proof of payment, and setting forth the name and address of an individual, bank or other organization authorized to receive payments from the City pursuant to this Section. Only water lines constructed by prior approval of the administrative authority and completed within twelve (12) months of approval in strict accordance with City standard specifications for water line construction will be considered for reimbursement. As extra charges are paid to the City pursuant to Sections 14.08.~~360~~**230** and 14.08.~~370~~**240**, the City shall transmit such payments to such authorized individual, bank or other organization. The City shall have no responsibility to see that such individual, bank or other organization properly deals with such funds. The City shall not recognize any recipients or claimants other than the named individual, bank or other organization.

Chapter 14.12
Sanitary Sewers

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14.12.070 - Public Sanitary Sewer connections and fees.

No person shall connect on to a Public Sanitary Sewer line until the Director has expressly approved such connection. Approval shall be granted to any person who desires sanitary sewer service for property in the City and who pays the fees and charges established by, and according to, Sections 14.04.080 through 14.04.090 and 14.12.110 through 14.12.~~140~~**130** of this Chapter.

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~~14.12.120 - Sewer plant investment fee credit and exchange.~~

~~Where an existing water tap serves one (1) or more living units and the owner, lessee or user of water being served by the existing water tap desires to abandon such tap in favor of a larger or smaller water tap to the same property, the sewer plant investment fee established by Section 14.12.110 shall be reduced by the then-current plant investment fee value of the existing sewer tap. In no case shall the City provide cash refunds, and credit against the sewer plant investment fee required by a new water tap shall not exceed the sewer plant investment fee for such change in the size of the new water tap; nor shall it include credit for the fire flow diameter or equivalent unit charges of the existing water or sewer tap.~~

~~14.12.130 - Additional fee credit and exchange; renovation.~~

~~In the event one (1) or more living units are being renovated and a larger water tap is necessary to meet the current minimum tap size requirements established by the Water and Sewer Board, the City shall require no additional sewer plant investment fee due to the renovation, provided that the units being renovated were constructed prior to January 20, 1959, and the renovation does not increase the number or size of the units nor change the use of the property.~~

14.12.120 - SEWER PLANT INVESTMENT FEE CREDITS AND EXCHANGE; RENOVATIONS.

(a) ANY CUSTOMER THAT SEEKS TO ABANDON AN EXISTING WATER TAP IN FAVOR OF A SMALLER OR LARGER TAP TO SERVE THE SAME PROPERTY SHALL BE ENTITLED TO A CREDIT AGAINST THE SEWER PLANT INVESTMENT FEE REQUIREMENT SET FORTH IN SECTION 14.12.110. SUCH CREDIT SHALL BE EQUAL TO THE THEN CURRENT SEWER PLANT INVESTMENT FEE VALUE ASSOCIATED WITH THE ABANDONED TAP, BUT SHALL NOT INCLUDE CREDIT FOR ANY FIRE FLOW DIAMETER ASSOCIATED WITH THE ABANDONED TAP. ANY CREDIT ISSUED FOR AN ABANDONED TAP PURSUANT TO THIS SECTION SHALL BE CAPPED AT THE SEWER PLANT INVESTMENT FEE DUE AND PAYABLE FOR THE REPLACEMENT TAP; THE CITY SHALL NOT BE REQUIRED TO PROVIDE CASH REFUNDS FOR ANY SUCH CREDIT.

(b) ANY CUSTOMER THAT RENOVATES ONE (1) OR MORE RESIDENTIAL UNITS THAT WERE CONSTRUCTED PRIOR TO JANUARY 20, 1959 AND IS ACCORDINGLY REQUIRED TO REPLACE AN EXISTING WATER TAP THAT SERVES SUCH RESIDENTIAL UNITS TO COMPLY WITH THE CURRENT MINIMUM TAP SIZE REQUIREMENTS ESTABLISHED BY THE WATER AND SEWER BOARD SHALL NOT BE REQUIRED TO FURNISH AN ADDITIONAL SEWER PLANT INVESTMENT FEE IF (i) THE RENOVATION DOES NOT INCREASE THE NUMBER OR SIZE OF THE RESIDENTIAL UNITS, AND (ii) THE USE OF THE SUBJECT PROPERTY IS NOT CHANGED.

14.12.~~140~~**130** - Installation costs; advance payment required.

In addition to paying the plant investment fees provided for in Section 14.12.110, ~~the owner, lessee or User of any~~**AN APPLICANT FOR** sanitary sewer service shall pay for all labor and materials required to installing the tap onto the sewer main, to install the service pipes and lines, and to perform all trenching and street repairs. ~~All plant investment fees and installations costs shall be paid prior to commencing any work.~~ **ALL COSTS SHALL BE PAID BY THE APPLICANT IN ADVANCE OF SUCH WORK AND NO LATER THAN THE TIME AT WHICH A BUILDING PERMIT IS ISSUED BY THE CITY FOR THE SUBJECT PROPERTY.**

14.12.~~150~~**140** - Rates approved by Water and Sewer Board.

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14.12.~~160~~**150** - Billing; time tasks.

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14.12.~~170~~**160** - Due date; disconnection for nonpayment.

All bills for water and sewer are due and payable to the Director of Finance at his or her office in City Hall on the dates specified. If bills are not paid on or before the specified due date, including payment of reconnection charges as provided in Sections 14.08.~~340~~**210** and 14.08.~~350~~**220**~~ of this Title~~, the City may disconnect water service until the delinquent bills are paid.

14.12.~~180~~**170** - Lien status; liability of owners.

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14.12.~~190~~**180** - Interference with system unlawful.

***

14.12.~~200~~**190** - Right of entry.

***

14.12.~~210~~**200** - Registration of water wells.

***

14.12.~~220~~**210** - Prohibited discharges.

***

14.12.~~230~~**220** - Construction of public sewers regulated.

***

14.12.~~240~~**230** - Public access to information.

***

14.12.~~250~~**240** - Temporary sewer plugs; removal.

***

14.12.~~260~~**250** - Construction over public sanitary sewers restricted.

***

14.12.~~270~~**260** - Maintenance of public and private sewers.

***

(b) The owner of any property connecting to the Public Sanitary Sewer shall be responsible for maintaining the service line from the Public Sanitary Sewer tap to the structure to be served. The owner shall keep the service line for which he or she is responsible in good condition and shall repair or replace at his or her expense any portions thereof which, in the reasonable opinion of the Director, no longer function properly. The owner shall complete all repairs or replacements within thirty (30) days after notification of the need for same by the Director. The owner shall be responsible for returning the public right-of-way and the street to acceptable City standards as determined by the City.

***

(2) If the Director determines that the failure of the property owner to maintain the service line (including repair or replacement when needed) poses an imminent risk to the health, safety or welfare of the community, the Director may take action necessary to limit such risk, including but not limited to making entry on the property pursuant to Section 14.04.~~230~~**200** of this Code or causing the shut-off or disconnection of the water supply.

***

14.12.~~280~~**270** - Individual wastewater disposal system construction permit required.

***

14.12.~~290~~**280** - Compliance with regulations required; discharges restricted.

***

14.12.~~300~~**290** - Maintenance and operation of facilities.

***

14.12.~~310~~**300** - Connection to available public sewer required.

***

14.12.~~320~~**310** - Additional requirements.

***

14.12.~~330~~**320** - Violations; liability.

***

14.12.~~340~~**330** - Penalties.

Chapter 14.24
Irrigation

~~14.24.010 - Subdivision or subdividing defined.~~

~~Subdivision or subdividing are defined as any division of any parcel of land where additional water taps are requested.~~

14.24.~~020~~**010** - Regulation of irrigation water.

***

14.24.~~030~~**020** - Control of headgates.

***

14.24.~~040~~**030** - Water levels and checks.

***

14.24.~~050~~**040** - Interference unlawful.

***

14.24.~~060~~**050** – **IRRIGATION** ~~R~~**R**ates fixed by Water and Sewer Board.

***

14.24.~~070~~**060** - Payment due date; nonpayment.

***

~~14.24.080 - Water rights for lands outside City.~~

~~All owners of subdivisions, areas of land and/or business, commercial, industrial or residential sites outside the City limits who request and petition the City for domestic water that as a part of the consideration for securing and receiving City domestic water service, the owner or owners shall agree to transfer when a request for City water is made, at no cost to the City, certain water rights, including Northern Colorado Water Conservancy District allotments, irrigation water and carriage rights of such water, to the City before receiving permits to tap the City waterlines.~~

~~14.24.090 - Annexation petitioners transfer rights.~~

~~All petitioners requesting annexation of their land to the City shall, as a prerequisite to receiving approval of such annexation, agree, on behalf of themselves and all successors in interest to the land to be annexed, to transfer, at no cost to the City, water rights, including Northern Colorado Water Conservancy District allotments, irrigation water and carriage rights upon subdividing and/or requesting domestic water service to the City, before receiving the approval of the annexation.~~

~~14.24.095 - Water stock transfers; criteria.~~

~~All water stock, rights or shares transferred to the City in satisfaction of this Chapter shall meet legal criteria under Colorado law necessary to convert water to municipal use. Such criteria shall include, but not be limited to, sustained historical consumptive water use.~~

~~14.24.100 - Amount required for transfer.~~

~~(a) The owners or lessees of land, and subdividers or owners of a subdivision within or without the City limits shall furnish to the City three (3) acre-feet of water per acre of land or fraction thereof, which the City, at the City's sole determination, can use in its system, as a prerequisite and as a part of the consideration to receive City water service and City water taps for the land, subdivision or parcel; but, if the land is dry, the City shall have the option to require the owner, lessee, subdivider or developer to furnish water as above required or pay to the City in cash or the cash equivalent of the three (3) acre-feet of water per acre of land or fraction thereof, based upon the fair market value of water and water rights at the time of the grant of the water service and tap. This standard shall apply to a subdivision, subdevelopment or parcel of land within or without the City limits, but shall be applied one (1) time and one (1) time only to such subdivision or parcel of land, except if further subdivided and an additional water tap or taps are requested. If further subdivision is made of subdivided land, the requirement shall apply to the subdivided parcels where an additional tap or taps are requested.~~

~~(b) Nonresidential water service requirements shall apply to commercial, industrial, group housing (nursing homes, hotels and motels) and mixed-use customers. The minimum raw water requirement for nonresidential service shall be based upon the size of service and the annual allotment of water assigned to that service in accordance with the table below. The City may require an applicant to furnish water in accordance with Section 14.24.095 above or to pay the cash equivalent of the water so required, based on the fair market value of the water set by the Water and Sewer Board at the time of application for water service. The fair market value of the water shall be effective for no more than six (6) months from the time of~~

~~application. An applicant for water service may provide a larger amount of raw water if, based upon the applicant's estimate, his or her annual usage will exceed the base annual allotment.~~

~~**Tap Size (Inches)**~~	~~**Raw Water Requirement (Acre Feet)**~~	~~**Base Annual Allotment (Gallons)**~~
~~¾~~	~~.75~~	~~244,000~~
~~1~~	~~2.00~~	~~652,000~~
~~1½~~	~~3.00~~	~~977,000~~
~~2~~	~~8.00~~	~~2,607,000~~
~~3~~	~~12.00~~	~~3,910,000~~
4	~~24.00~~	~~7,812,000~~
~~6~~	~~208.00~~	~~67,772,000~~
~~8~~	~~352.00~~	~~114,692,000~~

~~(c) When more water is used in a given calendar year (based upon billing records) than the annual allotment, a raw water surcharge will be assessed on the volume of water used in excess of the annual allotment. The surcharge will be established annually by the Water and Sewer Board and shall be based upon the fair market value of water rights acceptable under this Section or the ordinance codified in this Section at the time rates are set. A user may provide additional raw water in lieu of further surcharge payments should his or her use indicate that he or she will exceed his or her annual allotment. All previous surcharge requirements must be paid before a new annual allotment will be established for that user. No reduction in annual allotments, once established for an account or service, will be allowed nor any raw water credit given for lower annual usage. Raw water requirements provided for a specific account may not be transferred to other accounts. In the event raw water previously dedicated exceeds the base annual allotment established by tap size, a raw water surcharge will not be assessed unless the user's consumption exceeds the amount of raw water dedicated. When property is subdivided, or additional taps are requested, the raw water previously dedicated will be reallocated based upon acreage.~~

~~(d) For nonresidential tap sizes greater than four (4) inches, the initial raw water requirement and the surcharge may both be avoided if by prior agreement the applicant agrees to make raw water cash payments at a rate set by the Water and Sewer Board.~~

~~(e) All new nonresidential water taps will be required to satisfy the raw water requirement established herein, and the fact that a portion of the property previously was served with City water shall not excuse the applicant from furnishing the water rights set out herein. Should an existing water user apply for additional or enlarged service, the user shall be required to satisfy an increase in the raw water requirement prior to approval of the new service. In the event the raw water requirements for a given parcel of land were previously met at the residential rate, and a portion or all of the parcel subsequently is rezoned and/or developed for nonresidential uses, additional raw water may be due the City. When the amount of raw water due, according to nonresidential tap size request, is greater than the amount of raw water previously transferred to the City at the residential rate, additional raw water, sufficient to meet nonresidential requirements, will be due and transferred to the City prior to any water line and/or water tap connection installation. In the event the amount of raw water due, according to nonresidential tap size request, is less than or equal to the amount of raw water previously transferred to the City at the residential rate, no refund, rebate or credit of previously transferred raw water will be made by the City.~~

~~(f) In the event an applicant has, prior to the enactment of the ordinance codified in this Section, satisfied the raw water requirement of the City for a property, that property will be considered satisfied under this Section; however, nonresidential users initiating new or changing type of service after enactment of the ordinance codified in this Section will be subject to the raw water surcharge when the base annual allotment is exceeded.~~

~~(g) The requirements of this Section do not preclude the City Council from entering into special agreements regarding raw water requirements.~~

~~14.24.120 - Water rights transfers; Greeley-Loveland Irrigation Company stockholders.~~

~~The stockholders of the Greeley-Loveland Irrigation Company may meet these water-rights-transfer requirements of this Chapter by signing the contract between the City and the stockholders, which is in part, an option to give the City their water rights under the terms of the contract therein specified.~~

~~14.24.125 - Consent to withdrawal of nontributary groundwater.~~

~~(a) All nontributary groundwater, including but not limited to waters of the Dawson, Denver, Arapahoe, Laramie-Fox Hills and Dakota aquifers, are incorporated into the City's actual service plan as authorized by Section 37-90-137(8), C.R.S. The land area in the actual municipal service plan is all that area within the City boundary as of January 1, 1985, except that land north of the Cache la Poudre River. Public interest justifies the use of nontributary groundwater underlying the service area.~~

~~(b) Upon the effective date of the ordinance codified in this Section, the owners of all land in the service area shall be deemed to have consented to the withdrawal by the City of all such nontributary groundwater unless consent is withheld pursuant to the above described state statute.~~

~~(c) In addition to the requirements of Section 14.24.130, before receiving City water service, a consent shall be signed approving the withdrawal by the City of all nontributary groundwater as described herein from the land being served.~~

~~14.24.130 - Water rights transfers; compliance; exception.~~

~~(a) The water or payments, as required under Sections 14.24.080 through 14.24.120, shall be a prerequisite to receiving any City water service tap or taps and the water must be transferred or payment made in full to the City before any approval is given for service taps.~~

~~(b) Notwithstanding the procedure set forth in this Section, the stockholders of the Greeley-Loveland Irrigation Company who have signed domestic water agreements of 1963 with the City shall follow the procedure as set forth in their contracts.~~

~~14.24.140 - Limitations and exceptions.~~

~~In order to be equitable with present proposed subdivisions and annexations, certain limitations are established, as set forth in Sections 14.24.150 through 14.24.190.~~

~~14.24.150 - Excepted lands.~~

~~Sections 14.24.080 through 14.24.130 shall not apply to the area known as the West Greeley Annexation.~~

~~14.24.160 - Applicability to subdivisions or annexations.~~

~~Sections 14.24.080 through 14.24.130 shall not apply to subdivisions or annexations filed with the Planning Commission prior to the effective date of those Sections.~~

~~14.24.170 - Exception for previous compliance.~~

~~Section 14.24.090 shall not apply to that portion of the area to be annexed which has previously complied with Sections 14.24.080 through 14.24.130.~~

~~14.24.180 - Exception for previous acceptance.~~

~~Section 14.24.090 shall not apply to areas previously subdivided and accepted by the Planning Commission, which acceptance has been prior to effective date of Sections 14.24.080 through 14.24.130.~~

~~14.24.185 - Exception for residences on large parcels of land.~~

~~(a) The water rights transfer provisions of Section 14.24.100 of this Chapter shall not apply to requests for domestic water service to single residences on parcels of land exceeding one (1) acre. Should additional subdivision occur on that parcel of land, and/or if more than one (1) dwelling unit on that parcel of land requests water service, the water rights transfer provisions of Section 14.24.100 shall be satisfied prior to any such connection of water service.~~

~~(b) For parcels of land exceeding one (1) acre, the water rights transfer required shall be three (3) acre feet per domestic tap. Water taps larger than three-fourths (¾) inch are not considered as domestic use and are ineligible for the exemption contained in this Section.~~

~~(c) When more water is used in a calendar year (based upon billing records) than the annual allotment, which is three (3) acre feet or approximately nine hundred seventy-seven thousand (977,000) gallons, a raw water surcharge will be assessed on the volume of water used in excess of the annual allotment. The surcharge will be established annually by the Water and Sewer Board and shall be based upon the fair market value of water rights acceptable under Section 14.24.100 of this Chapter or the ordinance codified in that Section at the time rates are set. The raw water surcharge shall not apply to raw water exemptions previously granted for water taps installed prior to May 1, 2012.~~

~~(d) The owners of a parcel of land requesting exemption from the provisions of Section 14.24.100 of this Chapter shall enter into an agreement with the City that runs with the land, binding themselves and their heirs, assigns or transferees to the subsequent fulfillment of all water right transfer provisions based upon the conditions contained in this Section.~~

~~14.24.190 - Applicability of limitations and exceptions.~~

~~All limitations and exceptions to the amendments to Sections 14.24.080 through 14.24.130 shall follow the rules established in Sections 14.24.150 through 14.24.180.~~

Raw Water Dedication Requirements

2019 Tap Fees for New and Modified Water/Sewer Taps

Tap fees are charged for all new water connections and may be charged for modifications to existing connections. There are four components to the tap fee.

1. Cash-in-Lieu of Raw Water
2. Water Plant Investment Fee
3. Sewer Plant Investment Fee
4. Water Meter

A separate tap is required for each single-family detached and attached unit and for each multi-family and non-residential building. Buildings with mixed residential and commercial uses require separate taps for the residential and non-residential components of the building. All landscaping requires separate irrigation taps (except for residential 4 units or less).

Water Meter and Tap Sizing

- Residential single-family detached and attached houses normally have a ¾” tap and water meter.
- Multi-family and non-residential water taps and meters are sized based on the water use, which is determined by fixture, appliances and other water demands.
- Taps, water meters, and services lines must be the same size unless approved by the City.
- Non single-family projects must complete the City’s Plumbing Data Sheet for sizing. Multi-family units with four or less units do not need to complete the Plumbing Data Sheet.

Cash-in-Lieu of Raw Water

- No Cash-in-Lieu fees are due if there is enough acceptable raw water dedicated to the City or if there is enough raw water credit associated with existing taps on the property being developed. Any raw water dedication must be approved by City staff.
- Cash-in-Lieu fees are based on the amount of water required for the project on an annual basis.
- Residential single-family detached and attached taps pay a standard fee based on the type of residential unit.
- Water demand for non-residential projects are calculated based on the type of business, the square footage of the business area, and the square footage and type of landscaping.
- Cash-in-Lieu fees are paid according to each user’s service commitment. Each customer’s service commitment represents its expected annual volume of water use.
- Greeley will record the service commitments with the Weld County Clerk and Recorder.
- Because the establishment of landscaping may require extra watering, exceeding the service commitment during the first full calendar year of water service for the new

commercial or multi-family customer will not be considered as an overage and no raw water surcharge payment will be due.

- If water use in a new commercial, mixed use, or multi-family building (greater than 4 units) exceeds its service commitment in any calendar year, the owner will be required to pay a raw water surcharge for the volume of water exceeding the service commitment.
- If water use in a new commercial, mixed use, or multi-family building exceeds its service commitment in any two consecutive years, the owner will be required to purchase additional water through a Cash-in-Lieu payment.
    - The Cash-in-Lieu payment will be for the two-year average volume of water used above the service commitment.
- Service commitment pricing is based on the current Cash-in-Lieu of water prices for Greeley.

Water Plant Investment Fee

- For the domestic water tap (the tap serving the building), the water plant investment fee (PIF) is charged based on the size of the water tap. See the 2019 Non-Residential Tap Fee Schedule for the PIF.
- For the landscaping water tap, a reduced PIF will be owed if at least 75% of the landscape is xeriscape. If the landscaping does not meet this threshold of water wise landscaping then the full PIF is owed. See the 2019 Non-Residential Tap Fee Schedule for the PIF.
- The fee recovers the cost related to the potential peak flow of water through a water tap.
- The City's treatment and distribution system must be sized for the combined peak flows of all the individual taps. Each tap must pay for its portion of the total system peak flow.

Water Meter Charge

- The water meter charge is per each meter installed based on the size of the meter.
- Meters used are provided by the City.

Sewer Plant Investment Fee

- The sewer plant investment fee is charged based on the size of the domestic water tap.

Payment Timing

Building and irrigation tap fees are paid at the time of building permit issuance.

2019 Residential Tap Fee Schedule				
	Meter Charge	Water PIF	Cash-in-Lieu	Sewer PIF
Single-family per Unit	$313	$10,800	Lot Acreage x 3 AF/ac x CIL Price*	$5,700
Multi-family per Unit if 4 Units or Less	Based on meter size	Based on meter size	Lot Acreage x 3 AF/ac x CIL Price*	Based on meter size
*Three acre feet per acre is the standard raw water requirement for residential development. Developments with deed restrictions requiring low water use landscaping may qualify for a lower raw water requirement.				

Tap Fee Example:

A 20,000 square foot office building requiring an estimated 1.5" water tap would be calculated as follows:

Referring to the 1.5" water tap on the Non Residential Tap Fee Schedule you add the tap size components:

Meter Charge	$1,428
Water Plant Investment Fee	$36,000
Sewer Plant Investment Fee	$19,000
Total	$56,428

The next step is to look up the Office business category in the 2019 Business Category and Water Use table. Multiply 14 gallons per square foot by 20,000 square feet for a total annual gallons requirement of 280,000 gallons. Divide that by 325,851 (gallons in an acre foot of water) to determine the water resource service commitment. Multiply that by the $31,000 Cash-in-Lieu cost listed on the Non-Residential Tap Fee Schedule for the total Cash-in-Lieu cost of $26,638. Add the two totals together for an estimated tap fee of $83,066.

Category Name	**Units**	**Unit Use (Gallons per unit per year)**
Auto Service & Repair	sf	12
Car Wash	bay	1,350,000
Childcare	sf	47
Church	sf	4.5
Grocery Store	sf	20
Gas Station w/o Car Wash	sf	93
Hospital	sf	21
Hotel/Motel	room	30,300
Medical Office	sf	25
Multi-family (greater than 4 units)	unit	35,500
Office	sf	14
Recreation w/ pool	sf	122
Recreation w/o pool	sf	25
Restaurant	sf	188
Retail	sf	16
School	sf	11
Warehouse	sf	5
Industrial and Other Commercial	Determined on a case by case basis	

Restaurant outdoor seating areas with partial or full seasonal coverings are counted at 50% for building square footage.

	2019 Non-Residential Tap Fee Schedule				
Meter Size	Meter Charge	Water PIF	Irrigation Water PIF if ≥75% Xeriscape	Cash-in-Lieu	Sewer PIF
5/8” & 3/4”	$313	$10,800	$2,700	Calculated based on Water Resources allocated	$5,700
1”	$456	$18,000	$4,500		$9,500
1-1/2”	$1,428	$36,000	Landscape meters larger than 1” pay full PIF		$19,000
2”	$1,637	$57,500			$30,300
3”	$7,371	$126,000			$66,400
4”	$10,752	$216,000			$113,700
6”	$13,771	$450,000			$237,000

Irrigation Tap Fees

Irrigation tap fees are charged based on the irrigation area and the landscape type. The size of the tap determines the water plant investment fee and meter charge. The raw water requirement is determined based off the area and type of landscaping. Landscape plans with more than 75% high water use vegetation are assumed to be entirely high water using and calculated as such.

High Water Use (>14 gals/sf annual use)	(CIL price x 3)/43,560 = raw water charge/sf
Medium Water Use (10-14 gal/sf annual use)	(CIL price x 2.3)/43,560 = raw water charge/sf
Low Water Use (<10 gals/sf annual use)	(CIL price x 1.6)/43,560 = raw water charge/sf
No Irrigation	No raw water charge

Non-Potable Water Service

The utilization of Greeley’s non-potable water supplies is an important component of the City’s long-term water resource plan. Non-potable water systems are required for developments having 20 acres or more of common open space irrigation. Developments with less than 20 acres of common space irrigation and that can be economically connected to the City’s existing non-potable distribution infrastructure will be encouraged to utilize non-potable water to serve all irrigation needs. Financial incentives may be available to make the use of non-potable water on the site advantageous.

Service Commitment Agreement

Colorado
Greeley

This agreement is applicable for the property and water tap listed below. It is entered into by the current property owner but remains in effect for the property regardless of future ownership. This agreement may be amended if the current owner and the City of Greeley so desire. Once signed, Greeley will record this agreement with the Weld County Clerk and Recorder.

Attach legal description. Properties with multiple taps specify service are by tap. Each separate tap requires a separate Service Commitment Agreement.

Location: ____ Permit Number: _______________

Owner: ____

The City of Greeley, in conjunction with the issuance of water tap for the above-mentioned property, holds a service commitment of ___________ acre feet, a _____ inch meter service, and a ______ inch water tap. To determine the service commitment of said property you must refer to the Raw Water Dedication Requirements document. If the actual water usage exceeds the projected usage a raw water surcharge will be assessed. Additionally if the actual type of use differs from the proposed use, the owner may be subject to subsequent review and or additional charges.

The Proposed use is as follows:

____

Use Category Number of Units

Sewer tap fees and service commitments are based on the size of the water tap installed. Additional sewer tap may be charged if the water tap size is changed.

Water tap fees for irrigated areas are based on the size of the area and the type of landscaping. Changes to either the area or type of landscaping may result in the future review and or the imposition of additional fees.

Irrigation: To be on separate agreement.

____

Property Owner Signature Date

____

Print Name Title

____

Company name Company Address

____

City State Zip

____

City of Greeley Signature Date

____

Print Name Date

Revise Title 14 - Raw Water Requirements for Commercial & Multi-Family Development

September 17, 2019

Background

- Two types of water development fees
  - Plant investment fee (PIF) is for the impact to the infrastructure of the system (plants and pipes)
  - Raw water is the volume of water needed for annual usage
    - Current method for determining the requirement differs between residential and non-residential

History of Raw Water Requirements

- 1961: Raw water first required for new development
  - 1 acre foot per acre (all development types)
- 1963: 3 acre feet per acre (all development types)
- 1989: Non-Residential based on tap size

Background-Raw Water

- Non-residential: determined by tap size

Tap Size	Raw Water Requirement (AF)
¾”	0.75
1”	2
1 ½”	3
2”	8
3”	12
4”	24
6”	208
8”	352

Raw Water Challenges

- Non-residential: Taps are sized to meet peak flow demand, but peak flow does not correlate with annual water usage
- Three acre feet/acre not collecting enough raw water for large multi-family projects

- Goal: Balance simplicity with precision when it comes to raw water requirements

Proposal

- Base raw water requirements on projected use for commercial and multi-family
  - Service commitment agreements required to ensure the City is not shorted raw water
  - Raw water allocation exceedance
    - 1st year: raw water surcharge
    - 2nd consecutive year: additional cash-in-lieu payment required
- Multi-family to be treated like commercial and mixed use development
  - No longer uses 3 AF/acre standard
  - PIF calculation consistent with commercial/mixed use – not based on number of units
  - Net effect: Increase in raw water requirements, decrease in PIF

Proposal, cont.

- PIF based on tap size which is determined through fixture unit counts and type of use
  - Plumbing data sheet from International Plumbing Code
- Separate taps for each use
  - Example: Mixed use would have 3 taps: one for commercial, residential, and landscaping

Raw Water Requirements

Category Name	Units	Unit Use (Gallons per unit per year)
Auto Service & Repair	sf	12
Car Wash	bay	1,350,000
Childcare	sf	47
Church	sf	4.5
Grocery Store	sf	20
Gas Station w/o Car Wash	sf	93
Hospital	sf	21
Hotel/Motel	room	30,300
Medical Office	sf	25
Multi-Family (greater than 4 units)	unit	35,500
Office	sf	14
Recreation w/ pool	sf	122
Recreation w/o pool	sf	25
Restaurant	sf	188
Retail	sf	16
School	sf	11
Warehouse	sf	5
Industrial & Other Commercial	Determined on a case by case basis	

Vetting the Proposal

- Water and Sewer Board
  - Three informational presentations (late 2018)
- Conversations with active Greeley developers during the drafting of the proposal
- Open House with development interests on January 29
- City Council work session March 12
- Water and Sewer Board recommended City Council adopt the ordinance August 21

Title 14 Reorganization and Updates

- Development related Code language was updated to reflect current realities
  - Example: Deleted sections referring to a non-existent “water permit”
- Re-organized to group like topics together

Questions/Comments?

Council Agenda Summary

September 17, 2019

Agenda Item Number 16

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

Title:
Public hearing and final reading of an ordinance authorizing the disposition of City Property Located at 1215 16th Avenue

Summary:
The City Public Works Department owns a parcel of real estate located at 1215 16th Avenue. The property, which includes a vacant residential structure, was purchased in 2018 for the purposes of improving stormwater infrastructure on and around the property. The stormwater improvements were completed in 2019 and consisted of widening the storm channel on the western portion of the property. The property was replatted in 2019 to separate the new channel from the existing property. City Staff have determined that the remainder of the property is not needed for public purposes and wishes to dispose of the property. This Ordinance will authorize conveyance of the property and allow City Staff to initiate actions necessary for the disposition of the property via a competitive bid process. This Ordinance also authorizes the Mayor to execute a quit claim deed for the conveyance of the property.

This ordinance was introduced at the September 3, 2019 Council meeting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	N/A
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 which includes the following public hearing steps:
1) City staff presentation (if requested)
2) Council questions of staff
3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)

4) Council discussion
5) Council decision

Other Issues and Considerations:
None.

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

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
City Property Location Map
City Property Plat

THE CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

AN ORDINANCE AUTHORIZING THE DISPOSITION OF CITY PROPERTY LOCATED AT 1215 16TH AVENUE

WHEREAS, the City of Greeley ("City") owns a parcel of land located at 1215 16th Avenue (the "Property"); and,

WHEREAS, the Property was purchased in 2018 for the purposes of improvement stormwater infrastructure consisting of widening the storm channel on the western portion of the Property ("Stormwater Improvements"); and

WHEREAS, upon completion of the Stormwater Improvements, the Property was replatted to separate the Stormwater Improvements from the remainder of the Property, known as the Maplewood Subdivision 1st Replat (the "Replat"); and

WHEREAS, the Stormwater Improvements are located within Outlot A and the remaining property is known as Lot 25 of the Replat; and

WHEREAS, the City has determined that Lot 25 is not needed for any current or future public purposes and wishes to dispose of the property.

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

Section 1. The Greeley City Council hereby finds and determines that the property described above is not a public park and has never been a public park, nor is it being held or used for governmental purposes.

Section 2. The Greeley City Council authorizes the conveyance of the property, in accordance with the terms and conditions of the attached Quit Claim Deed, and authorizes the Mayor to execute the same pursuant to Greeley Municipal Charter 2.07.020(b).

Section 3. The Greeley City Council hereby ratifies all actions heretofore taken (not inconsistent with the provisions of this ordinance) by the officers, agents and employees of the City in connection with the actions described above.

Section 4. This ordinance shall take effect five (5) days after its final publication as provided by the City's Charter, Section 3-16.

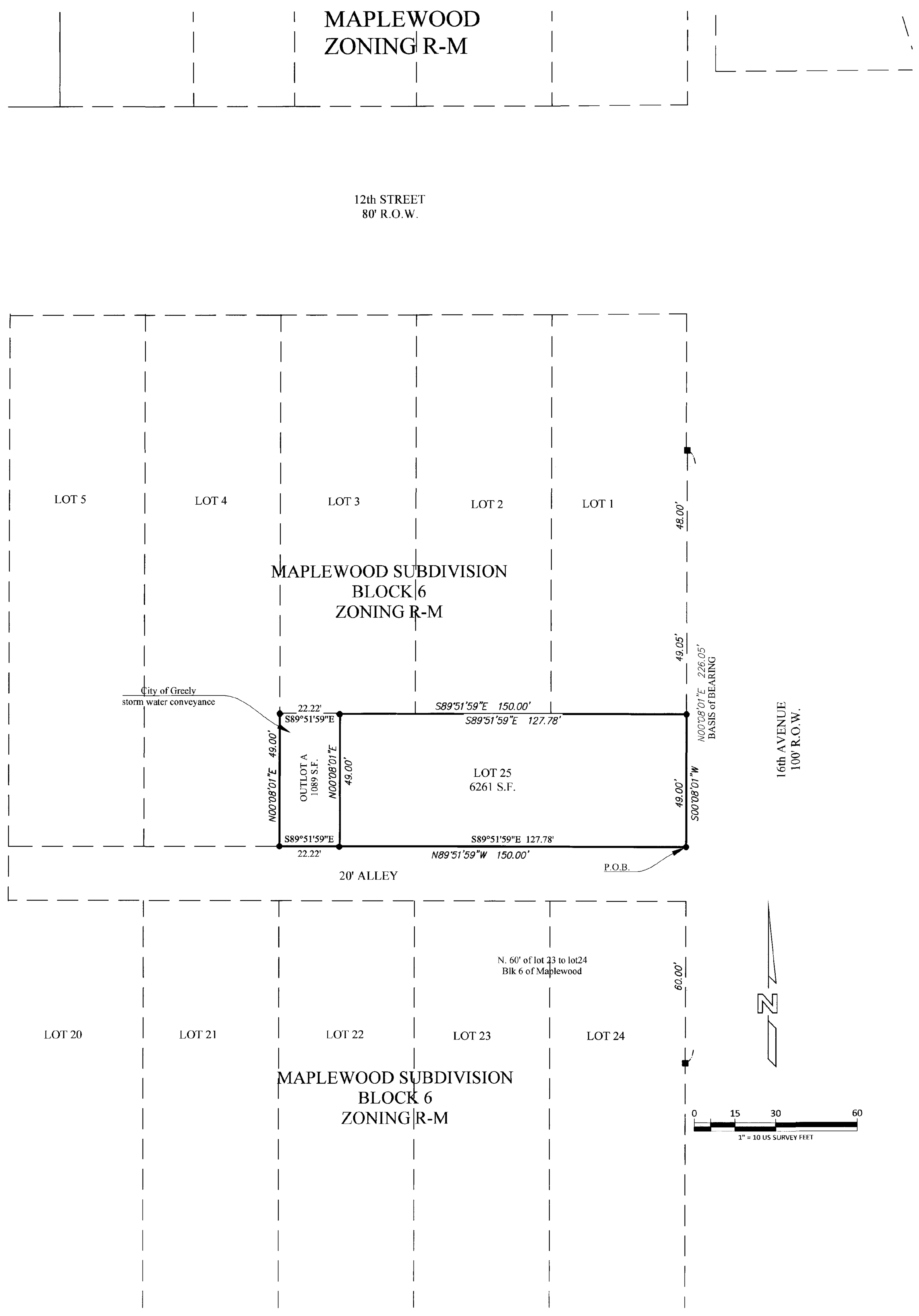
PASSED AND ADOPTED, SIGNED AND APPROVED this _______ day of _____, 2019.

ATTEST:	GREELEY, COLORADO
______________________________	By: ______________________________
City Clerk	Mayor

4498303 06/18/2019 11:00 AM
Total Pages: 1 Rec Fee: $13.00
Carly Koppes - Clerk and Recorder, Weld County, CO

MAPLEWOOD SUBDIVISION 1st REPLAT

A SUBDIVISION OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO
LOCATED IN THE NE ¼ SECTION 7, TOWNSHIP 5 NORTH, RANGE 65 WEST OF 6 th P.M.



LEGEND

■ FOUND REBAR & CAP UNREADABLE

● SET #4 REBAR & ORANGE CAP LS 13225

— — — — ORIGINAL LOT LINES PER MAPLEWOOD SUBDIVISION

DEDICATION

The City of Greeley, being the sole owner(s) in fee of:

The South 49 feet of Lots 1, 2, and 3 of Block 6, Maplewood, a subdivision of the City of Greeley, County of Weld, State of Colorado, as recorded in Reception No. 4373066 of the records of said Weld County, more patuclarly described as follows:
LOT 25
The South 49 feet of lots 1 & 2 and ths South 49 feet of the East 27.78 feet of Lot 3 of said Maplewood Subdivision and containig 6261 Sq. Ft. or 0.144 Acres more or less.
OUTLOT A
The South 49 feet of the West 22.22 feet of Lot 3 of said Maplewood Subdivision and containing 1089 Sq. Ft. or 0.025 Acres more or less.
Total area of said tract of land containing 7350 Sq. Ft or 0.169 Acres more or less.

Shown on the attached map and embraced within the heavy exterior lines thereon, have subdivided the same into lots as shown on the attached map; and do hereby designate the same as " A REPLAT OF Lots 1,2,and 3 of BLOCK 6, MAPLEWOOD" to the City of Greeley, Weld County, Colorado: and do dedicate to the public, the easements over and across said Lots at locations shown thereon and do further certify that the dimensions of the Lots and the names and numbers thereof are correctly designated upon said map.

Witness my Hand and Seal this 7th day of June, 2019 A.D.

NOTARIAL:

STATE OF Colorado

COUNTY OF Weld SS)

The foregoing instrument was acknowledged before me this 7th day of June, 2019 A.D.

By: John Gates as Mayor

Witness my hand and official seal.

My commission expires: 8/14/20

Notary Public

JEAN R MEYER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084028360
MY COMMISSION EXPIRES 08/14/20

NOTE:

1. According to Colorado Law you must commence any legal action based upon any defects in this survey within three (3) years after you first discover such defects, in no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.
2. All Lineal measurements shown hereon are based on U.S. Survey Foot.
3. Basis of Bearing N0°08'01"E a distance of 226.05' between found rebars as shown on the map hereon.
4. Outlot A is for Storm Water Conveyance.

CERTIFICATE OF APPROVAL OF THE CITY ENGINEER

Approved this day 29th of MAY, 2019 A.D.

City Engineer

CERTIFICATE OF APPROVAL BY THE COMMUNITY DEVELOPMENT DIRECTOR

Approved This 29th day of MAY, 2019 A.D.

Community Development Director

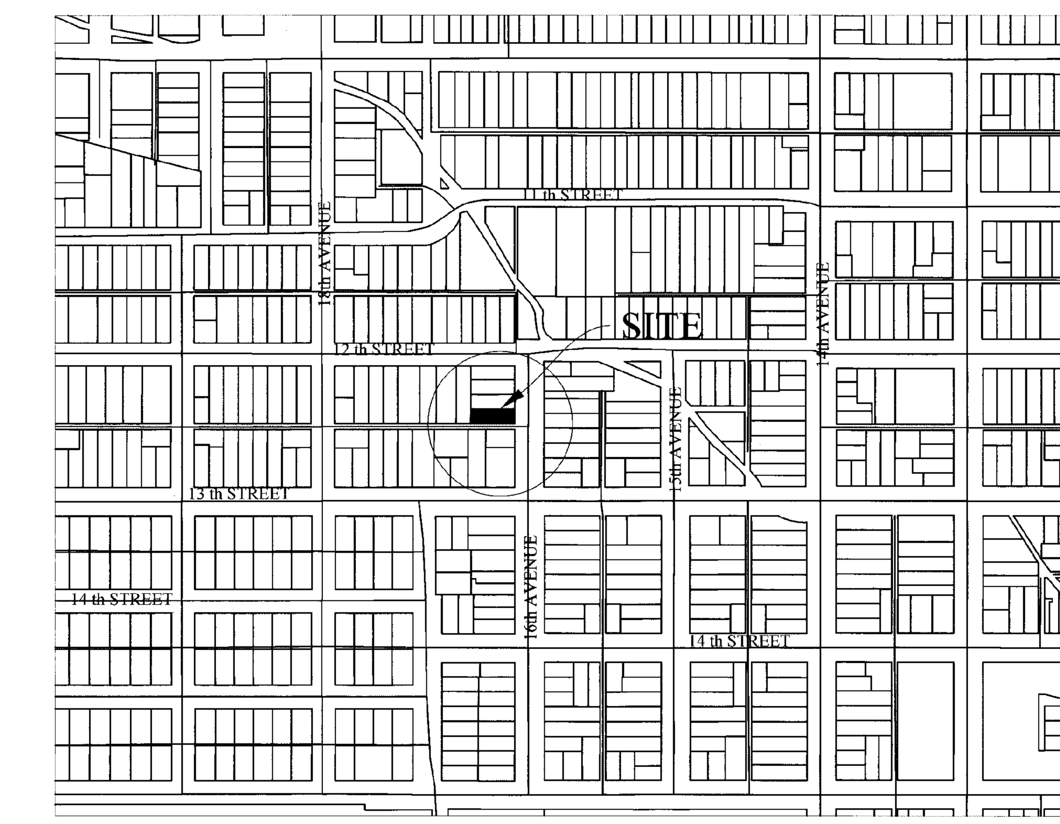
SURVEYOR'S CERTIFICATE

I Robert F. Muirheid, a Colorado Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the parcel of land shown hereon under my direct supervision and that all monuments of said parcel of land were place in accordance with the regulations of the State of Colorado.

Robert F. Muirheid 5.29.19

COLORADO REGISTERED ROBERT F. MUIRHEID 13225 PROFESSIONAL LAND SURVEYOR

Robert F. Muirheid, P.L.S.
For and behalf of the City of Greeley, CO.
Colorado Licensed Professional
Land Surveyor No. 13225
1001 9th Avenue



VICINITY MAP
SCALE: 1" - 500'

CITY of GREELEY STANDARD 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 limited to, maintaining the specified storm water detention/ retention volumes, maintaining outlet structures, floe 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 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 access 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 the 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.

g.

Public safety. Access, whether for emergency or non-emergency 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.

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 adjacent property. Each lot owner agrees to follow 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.

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 homeowner's or condominium association. The Water and Sewer Department will safely backfill the trench to the surface, but not rebuild any surface improvements.

OWNERS:
City of Greeley
1000 10th Street
Greeley, CO 80631

ENGINEER
City of Greeley
1001 9th Avenue
Greeley, CO 80631

SUBDIVIDER
City of Greeley
1001 9th Avenue
Greeley, CO 80631

SURVEYOR
City of Greeley
1001 9th Avenue
Greeley, CO 80631

Drawing Date: Drawing File Name: Full Path: Horiz. Scale: Vert. Scale: Unit Information Unit Leader Drawn by: Checked by:	City of Greeley Colorado Great. From the Ground Up.	**PUBLIC WORKS DEPARTMENT** DIVISION OF ENGINEERING 1001 NINTH AVENUE GREELEY, COLORADO 80631	MAPLEWOOD SUBDIVISION 1st REPLAT	WELD COUNTY COLORADO

Sheet Revisions		
Date:	Comments	Init.
03/24/2019	Per EDR Comments	

SECTION	
TOWNSHIP	5 NORTH
RANGE	65 WEST OF 6TH P.M.

SHEETS 1 / 1

Exhibit "B"

QUITCLAIM DEED

THIS QUITCLAIM DEED is effective ____________, 2019, and is between **THE CITY OF GREELEY, COLORADO, a Colorado home rule municipality,** whose address is 1000 10th Street, Greeley, Colorado 80631 ("Grantor"), and **GRANTEE NAME**, whose address is _________________________ ("Grantee").

FOR CONSIDERATION, the receipt and sufficiency of which is acknowledged, Grantor hereby quitclaims to Grantee all rights, title, interest, and claim in or to the property located at 1215 16th Avenue, legally described as Lot 25, Maplewood Subdivision 1st Replat ("Property"):

This conveyance is made subject to any valid and recorded rights now existing and of record.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR:
CITY OF GREELEY, COLORADO,
a Colorado home rule municipality

____
Mayor

ATTEST:

____
City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _________________)

The foregoing instrument was acknowledged before me this _____ day of ____________ , 2019, by ____________________as Mayor for the City of Greeley, Colorado, as Grantor.

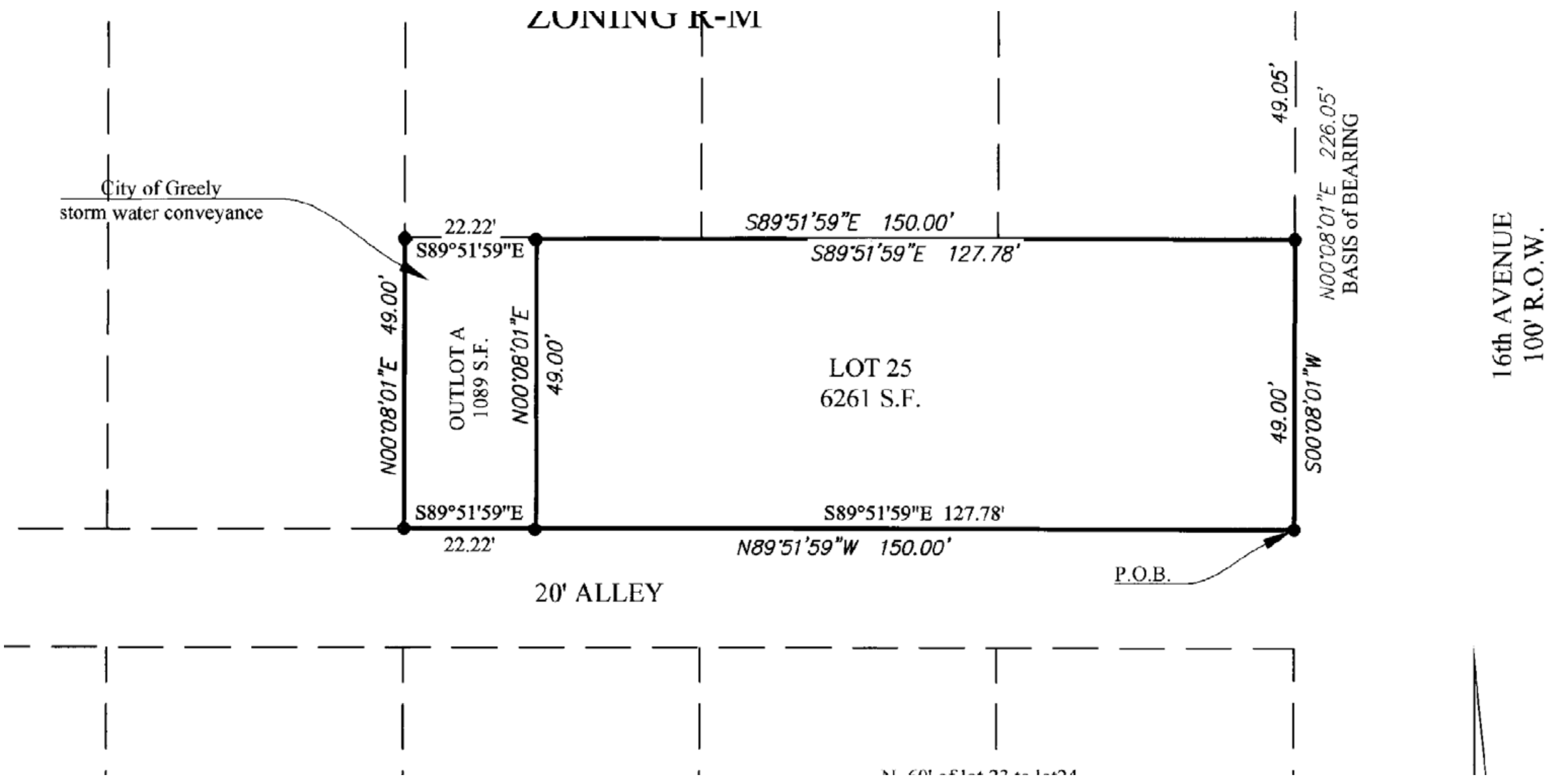
Witness my hand and official seal.
My commission expires: ______________

____
Notary Public

1215 16th Avenue

Agenda Summary
Attachment 1

1215 16th Avenue



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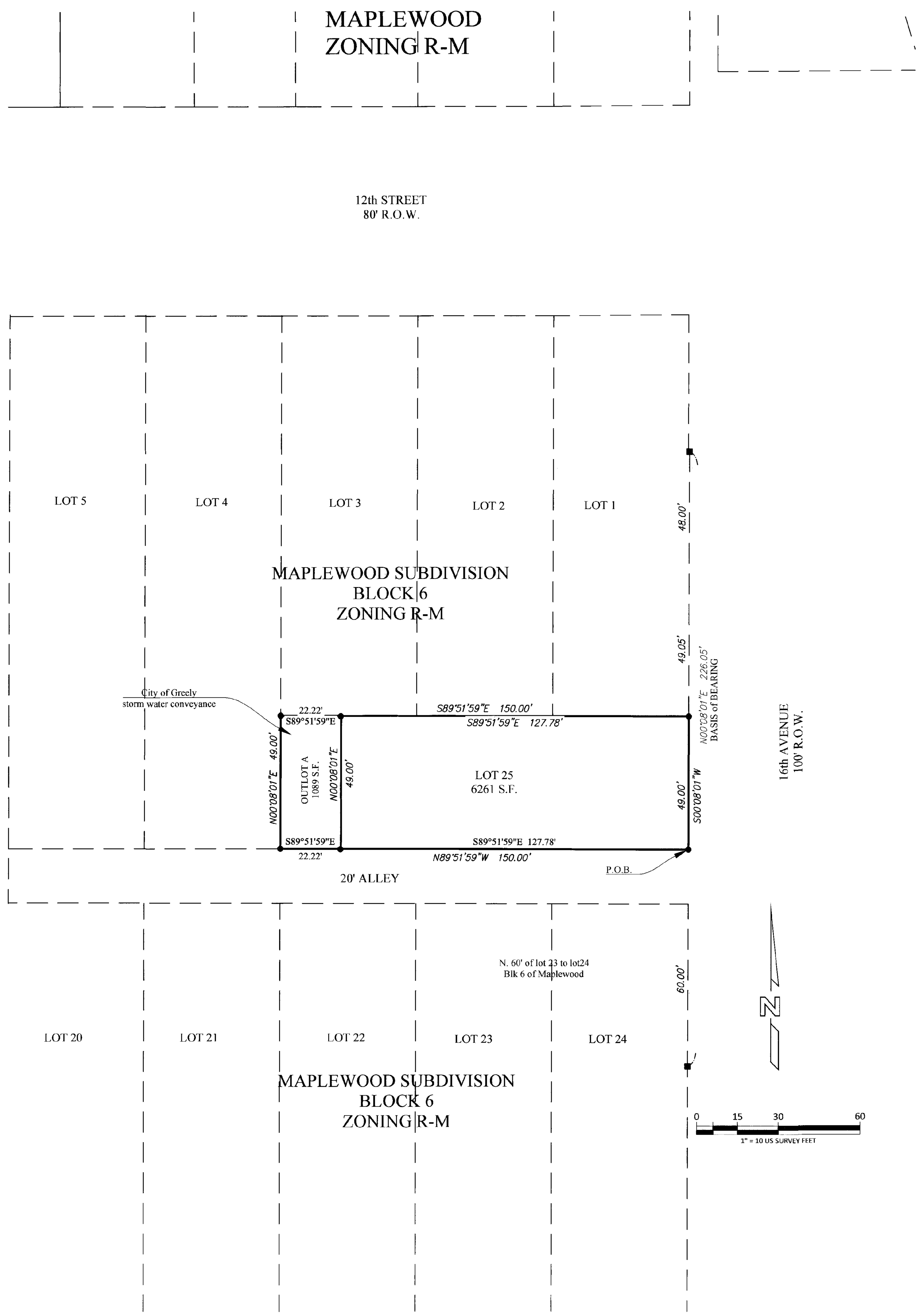
LOCATED IN THE NE 1/4 SECTION 7, TOWNSHIP 5 NORTH, RANGE 65 WEST OF 6 th P.M.



LEGEND

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NOTARIAL:

STATE OF Colorado

COUNTY OF Weld SS)

The foregoing instrument was acknowledged before me this 7th day of June, 2019 A.D.

By: John c Yates as Mayor

Witness my hand and official seal.

My commission expires: 8/14/20

Notary Public

JEAN R MEYER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084028360
MY COMMISSION EXPIRES 08/14/20

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Approved this day 29th of May, 2019 A.D.

City Engineer

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Community Development Director

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Robert F. Muirheid
13225
5.29.19

Robert F. Muirheid, P.L.S.
For and behalf of the City of Greeley, CO.
Colorado Licensed Professional
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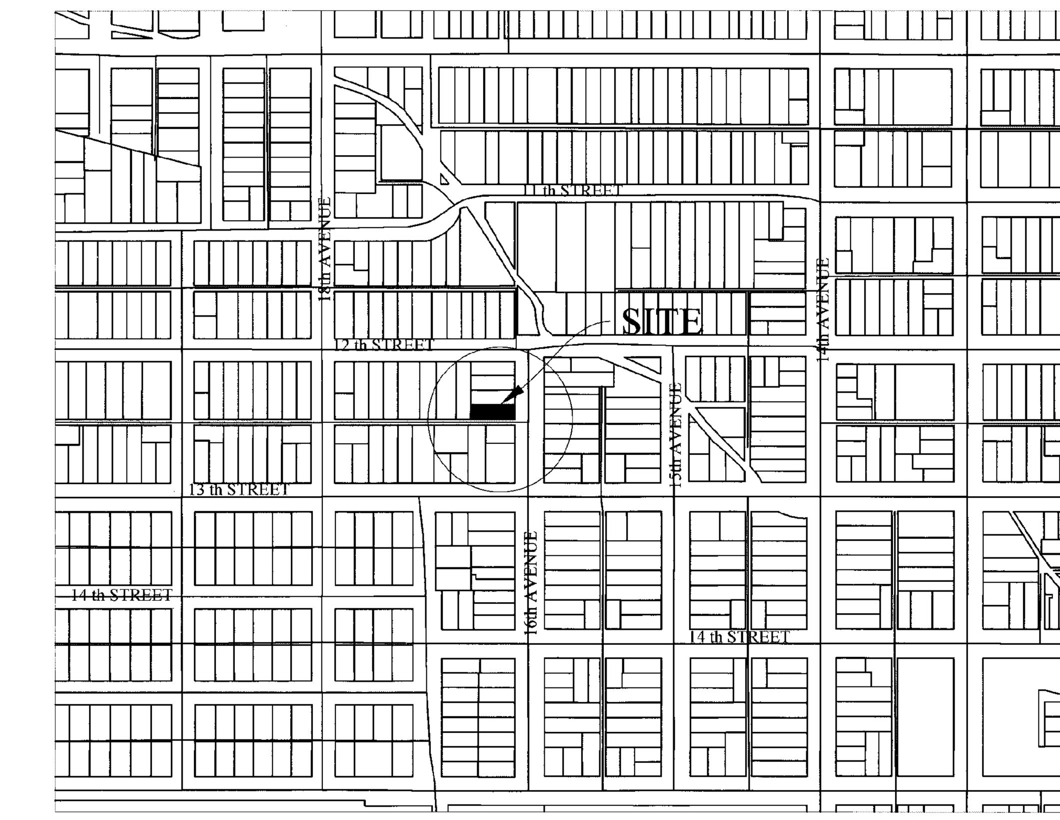

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1001 9th Avenue
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SURVEYOR
City of Greeley
1001 9th Avenue
Greeley, CO 80631

Drawing Date:
Drawing File Name:
Full Path:
Horiz. Scale: Vert. Scale:
Unit Information Unit Leader
Drawn by: Checked by:

City of Greeley Colorado
Great. From the Ground Up.

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

MAPLEWOOD SUBDIVISION 1st REPLAT

Sheet Revisions		
Date:	Comments	Init.
03/24/2019	Per EDR Comments	

WELD COUNTY
COLORADO

SECTION	
TOWNSHIP	5 NORTH
RANGE	65 WEST OF 6TH P.M.

SHEETS
1
1

Council Agenda Summary

September 17, 2019

Agenda Item Number 17

Key Staff Contact: Renee Wheeler, Finance Director, 970-350-9732

Title:
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 2019 and for funds held in reserve for encumbrances at December 31, 2018

Summary:
This is the fourth additional appropriation ordinance modifying the 2019 budget. This ordinance was introduced at the September 3, 2019 Council meeting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	$ 7,425,605
What is the annual impact?	$ 7,425,605
What fund of the City will provide Funding?	See Ordinance
What is the source of revenue within the fund?	Fund Balance, Operating Transfers, State Grant, Royalties, Insurance Recoveries, Expense Reimbursement, Parking Permits, Intergovernmental Agreements, and Private Contributions.
Is there grant funding for this item?	Yes Item 11
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	Onetime
Additional Comments:	Total appropriations made by this ordinance are $7,425,605. The following funding sources will be used to cover the appropriations made by this ordinance.

Operating Transfers	$	2,863,288
Fund Balance		2,507,540
Royalties		1,257,288
Expenditure Reimbursement		481,000
Insurance Recoveries		121,011
State Grant		78,690
Parking Permits		59,992
Intergovernmental Agreement		44,796
Private Contribution		12,000
Grand Total:	**$**	**7,425,605**

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

Consideration of this matter is a legislative process which includes the following public hearing steps:
1) City staff presentation (if requested)
2) Council questions of staff
3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4) Council discussion
5) Council decision

Other Issues and Considerations:
None.

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

Decision Options:
1) 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
Detail Supporting Schedule
PowerPoint Presentation

THE CITY OF GREELEY
ORDINANCE NO._____, 2019

AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL YEAR OF 2019 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT DECEMBER 31, 2018.

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2019 fiscal year, and

WHEREAS, the revenues received in the City of Greeley in 2018, exceeded the amount of revenues estimated in the 2018 Budget by more than the total amount of the expenditures in the same year;

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

Section 1. In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2019 budget and amounts held in fund balance reserves from 2018, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2019:

Fund	Total
001 General	$ 1,290,752
104 Streets & Roads	44,796
108 Designated Revenue	6,000
301 Public Improvement	2,318,000
303 Public Art	41,540
307 Fire Protection Development	1,600,000
308 Police Development	500,000
312 Transportation Development	85,000
318 Quality of Life	78,690
321 Street Infrastructure Improvement	28,663
404 Water	200,000
408 Cemetery	60,000
410 Downtown Parking	59,992
502 Equipment Maintenance	23,000
507 Liability	42,942
512 Fleet Replacement	42,942
513 Information Technology Acquisition	997,288
602 Museum	6,000
Grand Total	**$ 7,425,605**

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF ____________________, 2019.

ATTEST: THE CITY OF GREELEY

______________________________ BY____________________________

City Clerk Mayor

8/28/2019

City of Greeley
2019 Appropriation No. 4
City Council Meetings: September 3rd & September 17th

Fund	Item	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
001 General							
	1	Operating Transfer: Museums Fund	$6,000 in Private Contributions were received in the Museum Fund to fund exhibit rentals. This appropriation request is needed in order to allocate these designated funds to our general budget that were expended for the rental of the "Skål: Scandinavian Spirits" from the Museum of Danish America.	-	6,000	6,000	-
	2	Insurance Recoveries	Funding is being requested in regards to the repair of Unit 810. This unit is the Greeley Fire Department's smoke house trailer which was damaged in the April 2018 hailstorm. The funds from the insurance recovery will support repair of the apparatus.	-	6,464	6,464	-
	3	Expenditure Reimbursement / Private Contribution	Community Development Block Grant (CDBG) funds through Greeley Urban Renewal Authority (GURA) need to be appropriated as funds cannot be budgeted prior to being received. These grant funds ($15,000) will cover a large portion of the costs for our 2019 Parkway Reforestation Program for properties within the Redevelopment District. The City of Greeley also received a private contribution in the form of a grant in the amount of $6,000 from the Colorado Tree Coalition and the Xcel Energy Foundation for tree and shrub planting on the Mountain Vista Natural Area and Trailhead which need to be appropriated. These funds will cover a large portion of the costs for this project.	-	21,000	21,000	-
001 General				-	33,464	33,464	-
104 Streets & Roads							
	4	Intergovernmental Agreement	This appropriation request is offset by the additional $44,796 from our annual IGA (intergovernmental agreement) with CDOT (Colorado Department of Transportation) for maintenance of their signals and markings in the city. $19,500 will cover the service plan fee as part of the Traffic Maintenance for the adaptive traffic signal system. This adaptive signal system is operating 26 traffic signals on major corridors including Highway 34 Bypass, Highway 34 Business, and Highway 85 Bypass. With this service plan, the City receives 24/7/365 technical and engineering support as well as software support and updates. $15,000 is for the additional maintenance of 50 signals per year and the $10,296 will complete the signs and markings maintenance provided by the City for the 17.16 miles.	-	44,796	44,796	-
104 Streets & Roads				-	44,796	44,796	-
108 Designated Revenue							
	5	Fund Balance	This request appropriates PEG (Public, Educational, Governmental) funds derived from Comcast franchise fees for the repair of the main GTV8 television and video production camera, this request includes both shipping and insurance to and from the repair facility. Currently there are $171,859 available in the PEG funds. This request will reduce the PEG funds by $6,000 for a remaining balance of $165,859.	6,000	-	6,000	-
108 Designated Revenue				6,000	-	6,000	-
301 Public Improvement							
	6	Operating Transfer: Fire Protection Development & General Fund	Additional Funding is being requested to support the design and construction of Fire Station #6 at Promontory along with the design and construction of the adjoining Police Substation. $1.6 million will come from existing fund balance in the Fire Development Fund that is designated for Protection Improvements to allow for the completion of the fire station. The remaining $260,000, from received oil royalties, will be used to construct a Police Substation in conjunction with the construction of Fire Station #6.	-	1,860,000	1,860,000	-
	7	Expenditure Reimbursement	An inventory of sidewalks in the Billie Martinez, Sunrise, Central Greeley, UNC and John Evans neighborhoods has been done for several years and documented that there are an estimated 3 miles of missing sidewalks. This results in a discontinuous and piecemeal pedestrian infrastructure. This request is for the funding awarded by CDBG (Community Development Block Grant Program) in May 2019. The CDBG agreement is for $458,000 and the work will be in the Downtown University District areas.	-	458,000	458,000	-
301 Public Improvement				-	2,318,000	2,318,000	-
303 Public Art							
	8	Fund Balance	Funds have recently been allocated to the Public Art fund from the remodel projects at City Hall and City Center North; the remodel work is projected to begin in 2019 and artwork has been requested at one or both of these sites. The Art Commission recommends allocating the full amount of $41,540 for the purchase of artwork and the supporting costs for project management and contingency. Funds would come from the 303 1% for Public Art fund balance.	41,540	-	41,540	-
303 Public Art				41,540	-	41,540	-

Fund	Item	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
308 Police Development							
	9	Fund Balance	In 2021 the Records department will be separated from Weld County. A new location is needed to house the Records department which includes 25 employees. The building directly to the east of the Police Department that currently has the Youth and Family Connections offices in it will be expanded to make room for the Records department. The close proximity to the Police Department will be beneficial for both police personnel and Records employees.	500,000	-	500,000	-
308 Police Development				500,000	-	500,000	-
312 Transportation Development							
	10	Fund Balance	This money is to reimburse a developer for construction of an arterial sidewalk as a part of their multifamily development at the Trails at Sheep Draw. Typically the city is responsible for construction of arterial improvements, but in this case the city is working with the developers to have 1,100 LF of sidewalk installed west of 83rd Ave on the south side of 10th St.	85,000	-	85,000	-
312 Transportation Development				85,000	-	85,000	-
318 Quality of Life							
	11	State Grant	The Natural Areas and Trails Division applied for and was awarded a State Trails Grant for the Sheep Draw Trail and Trailhead at McCloskey Natural Area in June 2019 in the amount of $78,690. This project includes construction of the connecting section of the Sheep Draw Trail from McCloskey to the Triple Creek section along with trailhead improvements (portalet structure, parking lot improvements including ADA (Americans with Disabilities Act) accessible spaces, fencing, picnic table, benches and an interpretive sign). The trailhead will connect to the paved Sheep Draw Trail with a short section of crusher fines trails. Authorization by City Council for the Intergovernmental Agreement with the State Department of Natural Resources was done by Resolution 50, 2018. The Sheep Draw Trail at 71st Avenue construction is being used to provide the match to the grant funds. Because it was previously budgeted it is not included in this appropriation.	-	78,690	78,690	-
318 Quality of Life				-	78,690	78,690	-
321 Street Infrastructure Improvement							
	12	Insurance Recoveries	Funding is needed from chip seal damage recoveries. Funding was recovered from construction companies in the amount of $4,785 for damage to the chip seal at 20th Street and 50th Avenue (Aims College entrance) and $23,878 in damages to the chip seal associated with west bound 20th Street from 28th to 35th Avenue during work on the Atmos Gas pipeline replacement projects.	-	28,663	28,663	-
321 Street Infrastructure Improvement				-	28,663	28,663	-
404 Water							
	13	Fund Balance	On October 23, 2018 Congress signed into law the America's Water Infrastructure Act (AWIA). The AWIA requires utilities to conduct a Risk and Resilience Assessment (RRA) of their community water systems and develop a corresponding Emergency Response Plan or update the existing Plan. Upon completion of the RRA, the utility must submit self-certification to the U.S. Environmental Protection Agency (USEPA) indicating that the RRA is complete. Certification that a RRA has been conducted must be submitted to the USEPA Administrator by March 31, 2020. Within six months of submitting the RRA, the community water system is required to submit a self-certification to USEPA for the corresponding ERP. Emergency Response Plans must be reviewed and completed for submittal to USEPA by September 30, 2020. This is a regulatory project that must be completed by the prescribed deadlines, however it was not planned for in the 2019-2020 budgeting process because the deadlines were published in the second quarter of 2019 and USEPA's training sessions are scheduled for the third quarter of 2019.	200,000	-	200,000	-
404 Water				200,000	-	200,000	-
408 Cemetery							
	14	Fund Balance	Funding is required to replace discontinued software and hardware at the Cemetery using existing fund balance to align with the upcoming Velocity (Enterprise resource planning) process. To support the transition a Cemetery Management Software system has been identified, called PlotBox. The supplier of this software has provided pricing to perform a complete crossover from the current operating software, as well as on-site training and cloud based storage. Additionally, staff identified hardware upgrades needed to utilize the new software efficiently. The requested funding will cover all startup costs ($50,000) and equipment upgrades ($10,000).	60,000	-	60,000	-
408 Cemetery				60,000	-	60,000	-

Fund	Item	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
410 Downtown Parking							
	15	Parking Permits	Due to Parking Services transitioning to Public Works and the implementation of the new parking management program occurring after the adoption of the 2019-2020 budget, this appropriation is necessary to ensure expenditures and revenues are adjusted to match the new parking program. More specifically, the additional permitted spaces and new "pay to stay" option have increased the revenues necessary to cover expenditures associated to the new program (i.e. software vendor, signage, immobilization device, etc.).	-	59,992	59,992	-
410 Downtown Parking				-	59,992	59,992	-
502 Equipment Maintenance							
	16	Fund Balance / Expenditure Reimbursement	A 25 year old air compressor that supplies compressed air to the Equipment Maintenance Fire Shop and the Traffic Services Shop has become unusable and needs to be replaced. Without the compressor, repair operations on both divisions equipment cannot be done. Traffic Services (contributing $8,000) and Equipment Maintenance (contributing $15,000) have partnered to fund the replacement of the old compressor.	15,000	8,000	23,000	-
502 Equipment Maintenance				15,000	8,000	23,000	-
512 Fleet Replacement							
	17	Expenditure Transfer: Liability Fund	Requesting replacement of a 2018 Chevy Tahoe police department patrol unit. The unit was totaled in an Accident on June 19th, 2019. The police department is short on patrol units and needs to replace the totaled vehicle using insurance monies received from the insured motorist of $42,942.	-	42,942	42,942	-
512 Fleet Replacement				-	42,942	42,942	-
513 Information Technology Acquisition							
	18	Operating Transfer: General Fund	The “go-live” date for Velocity (Enterprise Resource Planning) will now be 3 months later than originally established. Additional funding is necessary to successfully complete this project. Funding will support proper staffing backfill, staff training, change management, extended work hours incentives, CAFR compilation, year-end processes, legacy system security, and additional contingency costs necessary for a smooth system transition in light of the extended “go-live” date.	-	897,288	897,288	-
	19	Operating Transfer: General Fund	Request to fund information technology equipment for the substation at Fire Station #6 using collected oil royalties in the General Fund. This will allow for additional system redundancy and for the work to be completed at the same time as Fire Station #6.	-	100,000	100,000	-
513 Information Technology Acquisition				-	997,288	997,288	-
Total Less Additional Operating Expenditures Between Funds				**907,540**	**3,611,835**	**4,519,375**	**-**
Additional Operating Expenditures Between Funds							
	1	Private Contributions	Museum of Danish America - Operating Transfer of Private Contributions: Museums Fund to General Fund	-	6,000	6,000	-
	6	Fund Balance & Royalties	Fire Station 6 & Police Substation - Operating Transfer of Fund Balance & Royalties: Fire Protection Development & General Fund to Public Improvement	1,600,000	260,000	1,860,000	-
	17	Insurance Recoveries	Police Vehicle Insurance Recoveries - Expensed from Liability Fund to Fleet Replacement Fund	-	42,942	42,942	-
	18	Royalties	Velocity - Enterprise Resource Planning (ERP) - Operating Transfer of Royalties: General Fund to Information Technology Acquisition	-	897,288	897,288	-
	19	Royalties	Fire Station #6 IT Equipment at Substation - Operating Transfer of Royalties: General Fund to Information Technology Acquisition	-	100,000	100,000	-
Total Additional Operating Expenditures Between Funds				1,600,000	1,306,230	2,906,230	-
Grand Total				**2,507,540**	**4,918,065**	**7,425,605**	**-**

2019
4th Additional Appropriation

City of Greeley Colorado

September 3, 2019

Renee Wheeler – Finance Director
Presented by Robert Miller – Budget & Compliance Manager

Fourth Appropriation - 2019

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

Fund Budget Balance

Fund	2019 Budget	Ordinance	2019 Revised Budget
001 General	$ 118,482,556	$ 1,290,752	$ 119,773,308
104 Streets & Roads	10,512,310	44,796	10,557,106
108 Designated Revenue	1,649,052	6,000	1,655,052
301 Public Improvement	31,795,529	2,318,000	34,113,529
303 Public Art	815,924	41,540	857,464
307 Fire Protection Development	945,887	1,600,000	2,545,887
308 Police Development	7,575	500,000	507,575
312 Transportation Development	12,301,925	85,000	12,386,925
318 Quality of Life	14,733,954	78,690	14,812,644
321 Street Infrastructure Improvement	17,021,530	28,663	17,050,193
404 Water	20,115,355	200,000	20,315,355
408 Cemetery	787,711	60,000	847,711
410 Downtown Parking	217,393	59,992	277,385
502 Equipment Maintenance	3,255,135	23,000	3,278,135
507 Liability	1,639,038	42,942	1,681,980
512 Fleet Replacement	3,298,266	42,942	3,341,208
513 Information Technology Acquisition	4,689,493	997,288	5,686,781
602 Museum	47,575	6,000	53,575
Grand Total	**$ 242,316,208**	**$ 7,425,605**	**$ 249,741,813**
All Funds	**$ 556,512,786**	**$ 7,425,605**	**$ 563,938,391**

CITY OF GREELEY

Appropriation Funding Sources

Funding Sources	Amount
Operating Transfers	$ 2,863,288
Fund Balance	2,507,540
Royalties	1,257,288
Expenditure Reimbursement	481,000
Insurance Recoveries	121,011
State Grant	78,690
Parking Permits	59,992
Intergovernmental Agreement	44,796
Private Contribution	12,000
Grand Total:	**$ 7,425,605**

CITY OF GREELEY

General Fund

Request	Funding Source	Ordinance
Museum of Danish America	Transfer of Private Contribution: Museum Fund	$ 6,000
Repair Smoke House Trailer	Insurance Recoveries	6,464
Reforestation Program & Shrub Planting	Expenditure Reimbursement: Community Development Block Grant & Private Contribution	21,000
Total		**$ 33,464**

Required Operating Transfers	Funding Source	Ordinance
Transfers: Velocity, Police Substation, & IT Equipment	Oil Royalties	$ 1,257,288
Total		**$ 1,257,288**

Special Revenue Funds

Request	Funding Source	Ordinance
Adaptive Signal Maintenance	Intergovernmental Agreement	$ 44,796
GTV8 Repair	Fund Balance: Public, Educational and Governmental (PEG) Fees	6,000
Total		**$ 50,796**

Required Operating Transfer	Funding Source	Ordinance
Transfer: Museum to General Fund	Private Contribution: Museum Fund	$ 6,000
Total		**$ 6,000**

Capital Funds

Request	Funding Source	Ordinance
Fire Station #6 & Police Substation: Promontory	Transfer of Fund Balance: Development Fees & General Fund Oil Royalties	$ 1,860,000
Downtown University District Sidewalks	Expenditure Reimbursement: Community Development Block Grant	458,000
Public Art: City Hall & City Center North	Fund Balance: Public Art - 1.0%	41,540
Police Records Building	Fund Balance: Police Development Fees	500,000
Sheepdraw Trail: 10th Street Sidewalks - Developer Reimbursement	Fund Balance: Street Development Fees	85,000
Sheepdraw Trail: McCloskey	State Grant	78,690
Repair Chip Seal Damages	Insurance Recoveries	28,663
Total		**$ 3,051,893**

Required Operating Transfer	Funding Source	Ordinance
Transfer: Fire Station #6	Fund Balance: Fire Development Fees	$ 1,600,000
Total		**$ 1,600,000**

Enterprise Funds

Request	Funding Source	Ordinance
Water Risk & Resilience Assessment	Fund Balance: Water Rates	$ 200,000
Cemetery Grounds Software & Hardware Replacement	Fund Balance: Cemetery Fund	60,000
Parking Management Program	Parking Permits	59,992
Total		**$ 319,992**

Internal Service Fund

Request	Funding Source	Ordinance
Traffic Compressor Replacement	Expenditure Reimbursement & Equipment Maintenance Fund Balance	$ 23,000
Police Vehicle Replacement	Transfer of Insurance Recoveries	42,942
Velocity - Enterprise Resource Planning (ERP)	Transfer of General Fund Oil Royalties	897,288
Fire Station #6: Information Technology Equipment at Facility Substation	Transfer of General Fund Oil Royalties	100,000
Total		**$ 1,063,230**

Required Transfer	Funding Source	Ordinance
Transfer: Police Vehicle Replacement	Liability Fund: Insurance Recoveries	$ 42,942
Total		**$ 42,942**

Summary

- Total Appropriated Amount: $7,425,605
- Affirmation of Prior Commitments
- Maintain Transparency and Accounting Standards
- Demonstrates Transparency of Restricted Funds

City of Greeley Colorado

Council Agenda Summary

September 17, 2019

Agenda Item Number 18

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

Title:
Public hearing and final reading of an ordinance changing the official zoning map of the City of Greeley, Colorado from R-L (Residential Low Density), C-D (Conservation District), and C-L (Commercial Low Intensity) to I-M (Industrial Medium Intensity) zoning for approximately 39.18 acres of property located at 145 North 35th Avenue, known as the Best Way Rezone [*continuance requested*]

Summary:
This item was heard on first reading on September 3, 2019.

The Planning Commission does not have a recommendation for Council, due to their continuance of this item so that additional information regarding noise mitigation options could be explored. It is anticipated that the Planning Commission will review this item on November 12, 2019.

As such, staff is recommending continuance of this item to December 3, 2019.

Background
The subject property is owned by the City of Greeley and was initially used only as a fire training facility; any outdoor storage was incidental to that use. A Use by Special Review for that use was approved in 2014 under the current zoning, since fire stations are an allowable use within the current zone districts.

Since establishing that initial use, the City has an interest in additional uses for the site, given its size and location. The proposed use for outdoor storage of materials, such as recycled asphalt, would be allowed within the I-M Zone District.

Fiscal Impact:

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

Legal Issues:
Consideration of this matter is a quasi-judicial process.

Other Issues and Considerations:
None noted.

Applicable Council Priority and Goal:
Consistency with Comprehensive Plan and Development Code standards.

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

Council's Recommended Action:
A motion to continue the public hearing and final reading for December 3, 2019.

Attachments:
Ordinance
Vicinity Map

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

CASE NO. ZON2018-0017

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM R-L (RESIDENTIAL LOW DENSITY), C-D (CONSERVATION DISTRICT), AND C-L (COMMERCIAL LOW INTENSITY) TO I-M (INDUSTRIAL MEDIUM INTENSITY) ZONING FOR APPROXIMATELY 39.18 ACRES LOCATED AT 145 NORTH 35TH AVENUE, KNOWN AS THE BEST WAY REZONE

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as R-L (Residential Low Density), C-D (Conservation District), and C-L (Commercial Low Intensity) to I-M (Industrial Medium Intensity) in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

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 THIS _____ DAY OF ______________________, 2019.

ATTEST: THE CITY OF GREELEY

_______________________________ ___________________________________

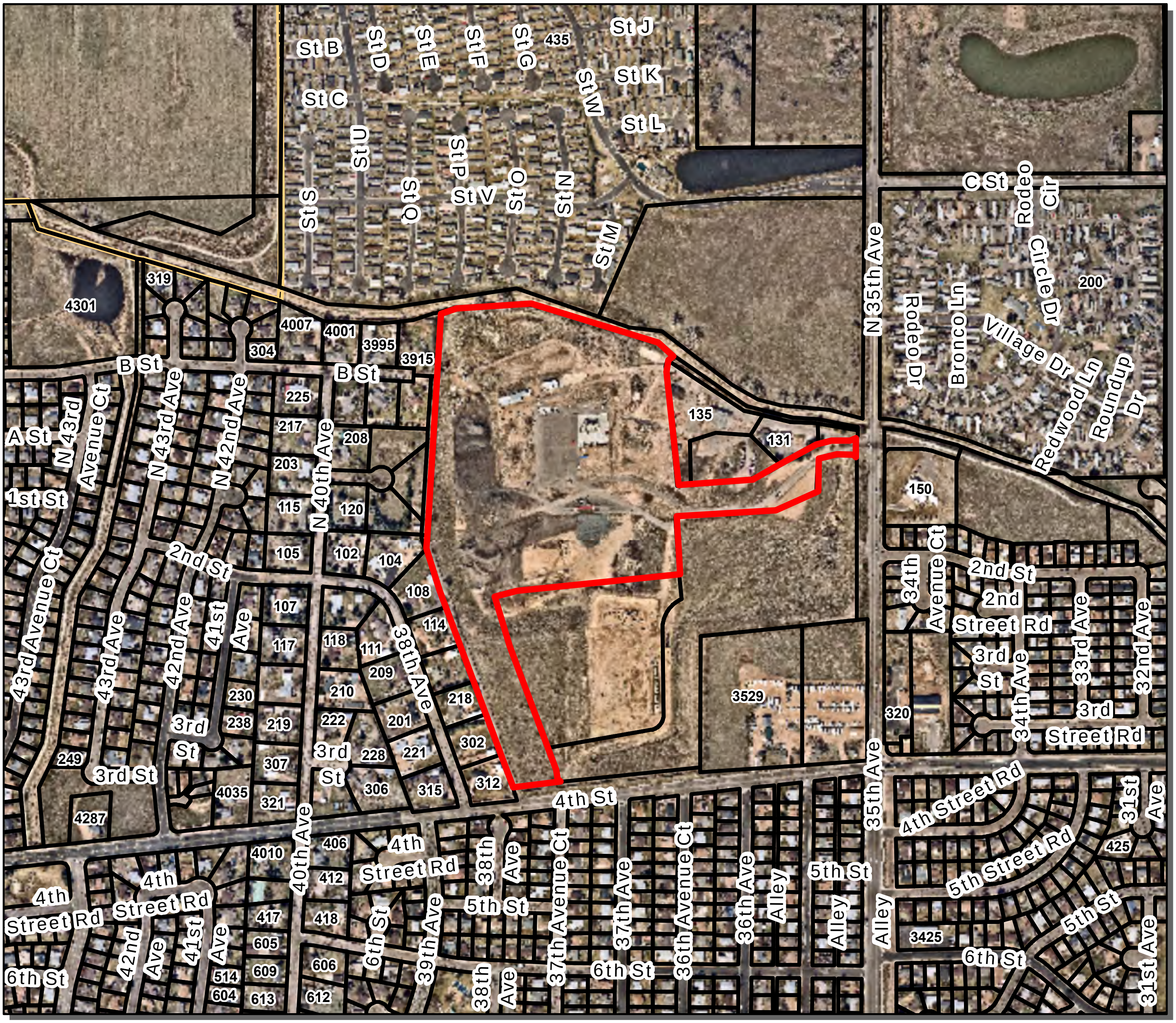
City Clerk Mayor

Legal Description

TRACT A
BEST-WAY PARK MINOR SUBDIVISION 1st REPLAT
RECEPTION NO. 4287176
CITY OF GREELEY
COUNTY OF WELD
STATE OF COLORADO

Vicinity Map

City of Greeley Colorado



ZON2018-0017 Best Way Rezone
USR2018-0025 1st Amendment to the Greeley Emergency/Fire Training Facility USR

LEGEND

Site

0 125 250 375 500 Feet

N

Council Agenda Summary

September 17, 2019

Agenda Item Number 19

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

Title:

Public hearing and final reading of an ordinance to consider a change of zone and a 1st Amendment to the Preliminary Plan of the Promontory PUD, Areas F, L and M, located south of 16th Street, east of Promontory Parkway, and north of Highway 34 Bypass to add fire station and school uses on a 144.67-acre parcel, and changing the official zoning map to reflect the same

Summary:

The application is submitted to rezone approximately 144.67 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) with amendments to Areas F, L and M 1st Amendment. The City, as applicant, is requesting to add fire stations and schools uses, which currently are not listed allowed uses within the PUD.

The site includes the location of the planned and proposed Fire Station #6.

The existing PUD allows for the following uses: single family, multi-family, two family dwellings, townhouse dwellings, open space, and the following uses, not to exceed 15% of the acreage contained within each Planning Area: banks, savings and loans, financial intuitions, ATM's, drive-up windows, recreation uses, community recreation building, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools, etc.,), membership clubs, health clubs, open space, pocket park, neighborhood park, community regional park, restaurants and retails sales not to exceed 40,000 square feet.

The Planning Commission considered the requests on September 10, 2019 and unanimously recommended approval to City Council.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:

1) City staff presentation
2) Council questions of staff
3) Applicant presentation
4) Council questions of applicant
5) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
6) Rebuttal, if requested
7) Council discussion
8) Council decision

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A) A motion that, based on the application received, the proposed rezoning from PUD (Planned Unit Development) to PUD (Planned Unit Development) zone district, Promontory PUD – 1st Amendment to Areas F, L, and M to allow fire station and school uses in Areas F, L, M, meets the applicable Development Code criteria, Section 18.30.050(c)(3) a, b, f, g, and h, and therefore approves the rezone.

B) A motion to adopt the zoning map change and publish with reference to title only.

Attachments:

Ordinance
Planning Commission Minutes-Draft (September 10, 2019)
Planning Commission Summary (Staff Report) (September 10, 2019)
PowerPoint Presentation

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

CASE NO. ZON2019-0011

AN ORDINANCE REGARDING A CHANGE OF ZONE AND A 1ST AMENDMENT TO THE PRELIMINARY PLAN OF THE PROMONTORY PUD, AREAS F, L AND M, LOCATED SOUTH OF 16TH STREET, EAST OF PROMONTORY PARKWAY, AND NORTH OF HIGHWAY 34 BYPASS TO ADD FIRE STATION AND SCHOOL USES ON A 144.67-ACRE PARCEL

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as PUD (Planned Unit Development) to PUD (Planned Unit Development), in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

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 THIS _____ DAY OF _______________________, 2019.

ATTEST: THE CITY OF GREELEY

________________________________ ___________________________________

City Clerk Mayor

Legal Description

Tract A, Tract B and Outlot A, Promontory Imagine School First Filing recorded August 29, 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 (T.5N.), 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 (±).

PLANNING COMMISSION
Proceedings

September 10, 2019

City Center South
Council Chambers Room
1001 11th Avenue
1:15 p.m.

I. Call to Order

Vice-Chair Briscoe called the meeting to order at 1:15 p.m. Commissioners Schulte, Modlin and Franzen were present. (Chair Yeater, Commissioner Andersen and Commissioner Romulo were absent.)

II. Approval of minutes for meeting held on August 27, 2019

Commissioner Modlin moved to approve minutes of the meeting held on August 27, 2019. Commissioner Franzen seconded the motion. The motion carried 4-0. (Chair Yeater and Commissioner Romulo were absent.) (Commissioner Andersen joined the hearing at 1:18 p.m.)

III. A public hearing to consider a request for the Promontory Imagine School, 2nd Filing, Preliminary and Final PUD (Planned Unit Development) on a 144.67-acre site

Project Name:	Promontory Imagine School, 2nd Filing, Preliminary and Final PUD
Case No.:	PUD2019-0010 and PUD2019-0011
Applicant:	Tagg Inc., on behalf of the City of Greeley
Location:	South of 16th Street, east of Promontory Parkway, north of Highway 34 Bypass
Presenter:	Marian Duran, Planner II

Marian Duran addressed the Commission, entered the staff report into the record and stated that she would be combining agenda items III and IV into one presentation, noting that there would be three separate motions required at the end of the presentation; one for the Preliminary PUD, one for the Final PUD and one for the Rezone.

Ms. Duran presented an aerial map and pointed out the location of the site. She also presented a close-up view of the property consisting of 144.67 acres. Ms. Duran reported that the rezone request is from PUD to PUD in order to allow additional uses for a future school and fire station that were not part of the original PUD. Ms. Duran presented several photographs of the site.

Ms. Duran presented the criteria that was used to evaluate the rezone request and noted which criteria had been met. The Administrative Review Team reviewed all items and all items were addressed. Notices were mailed to property owners within 500 feet of the site and signs were posted. Ms. Duran pointed out the three proposed motions set forth at the end of the staff report.

Upon question by Commissioner Schulte, Ms. Duran advised that fire stations or schools are not allowed in any of the other surrounding lots. Planning Manager, Mike Garrott, added that churches would also be an additional use in Area B. Commissioner Modlin asked whether the school PUD would infringe on setbacks of other PUDs in the area. Ms. Duran stated that the PUD does not indicate setback requirements of any kind and would not infringe on other PUDs. Commissioner Andersen noted an oil well shown on Attachment B that appears to exist in the middle of the site and asked whether a school could be built close to an oil well. Ms. Duran acknowledged the location of the oil well and noted that for purposes of transparency, it was shown on the map but was to be plugged and abandoned. She added that today's hearing is only to ask for approval to amend the PUD to allow for a future school.

Brian Ward addressed the Commission and stated that he is the Public Works project manager for this project. Mr. Ward had no additional comments that had not been covered by Ms. Duran.

Vice-Chair Briscoe opened the public hearing at 1:29 p.m.

Elizabeth Jacquot, a resident in the Promontory Point neighborhood, addressed the Commission and spoke in favor of a school in the area. She felt it was a great opportunity for children in the neighborhood to have a school and fire station nearby.

Doug Mooneyhan, a resident of the Promontory subdivision, addressed the Commission and stated that his house backs up to this property. He asked when the road behind his home would be completed and requested that the locations of the fire station and school be pointed out on the map.

The public hearing was closed at 1: 31 p.m.

Ms. Duran invited Brian Ward to the podium to respond to Mr. Mooneyhan's questions. Mr. Ward asked for permission to clarify which road Mr. Mooneyhan was questioning and was advised that it was 16th Street. He reported that expansion of 16th Street is not currently part of the project planned at this time, adding that plans included expansion of 18th Street on the west side of Promontory Parkway and 20th Street on the east side of Promontory Parkway. Mr. Ward stated that the fire station would be located near 20th Street and Promontory Parkway and pointed out the area on a map. He added that that there are currently no plans for a school. Mr. Garrott clarified that the hearing was simply to allow a school as a use in the future. He advised that plans for a fire station would come to staff and before the Commission at a future hearing. Commissioner Schulte clarified that the Windsor School District would be taking any future school plans to staff and the Planning Commission.

Commissioner Andersen observed that this is adding uses to the PUD that did not currently exist. Commissioner Schulte asked whether there were any comments as a result of the notice letters mailed to property owners and Ms. Duran reported that no comments were received.

Commissioner Andersen moved that, based on the application received, the project summary, and accompanying analysis, the Planning Commission finds that the proposed rezone from PUD to PUD zone district, Promontory PUD – 1st Amendment to Areas F, L and M to allow fire stations and schools in areas F, L, M, meets the applicable Development Code criteria, Section 18.30.050(c)(3) a, b, f, g and h; and, therefore, recommends approval of the rezone PUD Amendment to City Council. Commissioner Schulte seconded the motion. The motion carried 5-0. (Chair Yeater and Commissioner Romulo were absent.)

Commissioner Andersen moved that, based on the application received and preceding analysis, the Planning Commission finds that the proposed Promontory Imagine School, 2nd Filing, Preliminary PUD is consistent with Development Code criteria, Section 18.32.040(b) 1 and 2; and, therefore, recommends approval of the PUD plan as submitted to the City Council. Commissioner Modlin seconded the motion. The motion carried 5-0. (Chair Yeater and Commissioner Romulo were absent.)

Commissioner Andersen moved that, based on the application received and preceding analysis, the Planning Commission finds that the proposed Promontory Imagine School, 2nd Filing, Final PUD is consistent with Development Code criteria, Section 18.32.140(1), and approved Preliminary PUD plan, with the following condition; and, therefore, approves the Final PUD plan as submitted:

a. Approval of the Final PUD by the Planning Commission is contingent on City Council approval of the Preliminary PUD.

Commissioner Schulte seconded the motion. The motion carried 5-0. (Chair Yeater and Commissioner Romulo were absent.)

IV. A public hearing to consider a request to amend the Preliminary Plan to add fire stations, schools and recreational area uses on a 144.67-acre site within the Promontory PUD (Planned Unit Development) Areas F, L and M only

Project Name:	Promontory Preliminary PUD, Areas F, L, M 1st Amendment
Case No.:	ZON2019-2011
Applicant:	Tagg Inc., on behalf of the City of Greeley
Location:	South of 16th Street, east of Promontory Parkway, north of Highway 34 Bypass
Presenter:	Marian Duran, Planner II

PLANNING COMMISSION SUMMARY

ITEMS: Promontory Rezone PUD – 1st Amendment to Areas F, L, and M and Preliminary and Final Plat

FILE NUMBERS: ZON2019-0012
PUD2019-0010
PUD2019-0011

PROJECT: Promontory Preliminary PUD, Areas, F, L, M, Rezone PUD – 1st Amendment to Areas F, L, and M
Promontory Imagine School, 2nd Filing, Preliminary PUD
Promontory Imagine School, 2nd Filing, Final PUD

LOCATION: Approximately 400 feet from the intersection of Promontory Parkway and the future 20th Street alignment (18th Street is to the west)

APPLICANT: City of Greeley, on behalf of Tagg, Inc.

CASE PLANNER: Marian Duran, Planner II

PLANNING COMMISSION HEARING DATE: September 10, 2019

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 for the Rezone PUD 1st Amendment to Areas F, L, and M as well as the and the Preliminary PUD request, which includes a review of the Preliminary Plat based on the review criteria in Sections 18.30.050(c)(3) and 18.32.040 (b)(1-2), and the Planning Commission shall take action on the Final PUD request, based on the review criteria in Section 18.32.140 (1).

EXECUTIVE SUMMARY
A request for the City of Greeley, on behalf of Tagg, Inc., for a PUD amendment, to add fire stations and schools as allowed uses within the Promontory PUD, Areas F, L, and M. Also included are the Promontory Imagine School, 2nd Filing, preliminary and final plat which are reviewed as a part of the PUD Amendment. The Promontory Imagine School, 2nd Filing plat consists of approximately 144.67 acres total (Lot 1, being 2.507 acres, Tract A, being 94.231 acres, and Tract B, being 40.920, and the future 20th Street right-of-way alignment, being 7.012 acres) (*see Attachment A – Vicinity Map, Attachment B – Preliminary Plat and Final Plat, and Attachment C – Promontory PUD – 1st Amendment Document).*

A. REQUEST

The applicant is requesting approval of the PUD Amendment to add fire stations and schools as allowed uses in Areas F, L, and M. Also included with this request is preliminary and final plat, to create one buildable lot for the fire station and two tracts for future development. (s*ee Attachment A – Vicinity Map, Attachment B – Preliminary Plat and Final Plat, and Attachment C – Rezone Promontory PUD – 1st Amendment to Areas F, L, and M Document*).

B. STAFF RECOMMENDATION

Approval. Three recommended motions in Section K, below.

Item K.1 (Rezone PUD – 1st Amendment to Areas F, L, and M Request)
Recommended Motion by Planning Commission, Approval by City Council

Item K.2 – (Preliminary PUD Request, which includes a review of the Preliminary Plat)
Recommended Motion by Planning Commission, Approval by City Council

Item K.3 – (Final PUD Request, which includes a review of the Final Plat)
Approval by Planning Commission

C. LOCATION

Abutting Zoning:

North:	PUD (Planned Unit Development)
South:	PUD (Planned Unit Development)
East:	PUD (Planned Unit Development)
West:	PUD (Planned Unit Development)

Surrounding Land Uses:

North:	Vacant land
South:	Future 20th Street Alignment and vacant land
East:	Vacant land
West:	Promontory Parkway and vacant land

Site Characteristics:

The site is currently undeveloped with a 13-foot approximate topographical/grading difference from west to east. There are no current right-of-ways dedicated previous to this request. The subject area has remained largely vacant, no development has occurred in areas F, L, M to date.

D. BACKGROUND

The parcels were annexed into the City in 1985 as part of the Golden Triangle Second Annexation [*File No. PUD 2:85*], which consisted an area of approximately 1,701 acres. The intent of the concept PUD was to allow for mix-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. Understanding that the signature requirement could be cumbersome for future amendments, the concept PUD was split into six smaller PUDs and assigned each 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 properties 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, corporation headquarters, general commercial, and a requirement for the dedication of parks, schools, and fire station location, but did not list fire stations and schools as allowed uses. From the minutes of the hearing, the applicant (Craig Harrison), agreed to provide "a 10 acre-park, a 1 ½ acre fire station site to the City of Greeley, and a 10-acre site for an elementary school to the Windsor School District." "The park and school sites would adjoin each other, the land that is dedicated would not include any water rights or on-site infrastructure."

The permitted uses within the Tri-Pointe PUD (aka Promontory PUD), Area F, L, M allows for the following uses: Open space, parks, and the extension of lake Area E, single-family, multi-family, two-family, and townhouse dwellings, as well as banks, savings and loans, financial institutions, ATM's, drive-up window, medical and dental offices/clinics, hotel and motels, offices, recreational uses, restaurants, and retail sales not to exceed 40,000 square feet.

On March 16, 1999, the City Council approved an amendment to the Tri-Pointe PUD [*File No. PUD 3:99*], the PUD was amended and the name of the PUD was formally changed to Promontory. This amendment also capped the amount of 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 of the developer to dedicate a 10 acre park and a minimum of 1.5 acres for a fire station location

On December 21, 1999, the City Council approved modifications to the hearing held on March 16, 1999. At this hearing, the Council approved the proposed detached sidewalks, and site and building design standards, lighting standards, parking in non-residential areas to exceed 125 percent of the requirement, added a requirement for bicycle parking required, off-street parking regulations and 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 letter of waiver, "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." Thereby, allowing individual property owners within the individual tracts or PUD amendment to be submitted by the applicant only, and it does not requiring the metropolitan district's signature of approval, so long as and provided that, the district does not own land within the tract or area.

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*].

E. APPROVAL CRITERIA

REZONE PROCEDURES
FOR PLANNING COMMISSION AND CITY COUNCIL REVIEW
Development Code, Section 18.30.050(c)(3), Criteria Used
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:

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: A rezone is requested to allow fire stations and school uses in Areas L, M, N of the Promontory PUD. Since the zoning in 1998, two major headquarters have been constructed and over 300 single-family lots have been development within the Promontory development. The subject properties have remained undeveloped for over 20 years, without any land use approvals or requests. The applicant has stated that the limited land use options has impacted the ability to develop and is now requesting institutional uses such as a fire stations and schools be specified in the PUD. As such, the applicant is requesting to include fire stations and schools to allow the construction of Fire Station No. 6, specifically in area L. It is also anticipated that a future school site may be located within areas F, L, or M. Although the exact location of where a school would be located is uncertain at this time, allowing this use would open up future opportunities for the Windsor School District to develop a school or schools within these areas.

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 nearly 20 years, without any development within the sites.

The zoning designation does not appear to be obsolete, however, adding additional uses to the sites would provide more opportunities for development.

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 have a grade difference of about 13 feet from east to west, but the site is developable. There are no known detrimental environmental conditions on the property.

This criterion is not applicable to this request.

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

Staff Comment: The rezone request is not necessary to provide land for community related uses.

This criterion is not applicable to this request.

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

Staff Comment: It is not anticipated that the proposed zoning would create significant impacts on the property or adjacent land uses.

Any potential noise created by future development would be regulated by the Municipal Code. The appropriate buffering would be required to be provided, which lessens any potential visual impacts. City services should not be impacted, since the surrounding area is already served by municipal services such as water and sewer. Police and Fire already serve this area within 4-miles of the site.

The proposal complies with this criterion.

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

There are no existing zoning overlays and/or zoning overlay requirements for the subject property. The following City of Greeley Imagine Greeley Comprehensive Plan policies apply to this request:

Education, Health, and Human Services:

- ***EH-2.4 Land Use –*** *Promote land use decisions that support walkability and improve access to basic needs, such as neighborhood markets or grocery stores, parks and natural areas, as well as medical and personal services. Support access to goods and services that support health and wellness in all neighborhoods.*
- ***EH-4.2 School Siting*** *– Collaborate with the school districts in developing long-range school siting plans. Encourage new schools on sites that are:*
  - *Located near the population they are intended to serve:*
  - *Co-locate with or near existing facilities and amenities that provide opportunities for shared use and capital improvements, such as City parks;*
  - *Separated from potential land use hazards or nuisances;*
  - *Served by transportation options (e.g. roadways, transit, bike path and sidewalks) that provide safe access to and from school; and*
  - *Sites so as to minimize impacts on the surrounding neighborhood or area and existing transportation network.*

Growth & City Form:

- ***GC-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.*

Staff Comment: The Imagine Greeley Comprehensive Plan strongly supports compact growth development within areas that are adequately served by services. When Promontory was created, the vision was at a grand scale, which enabled development to expand to the western fringe of the City, but many services at the time were not adequate. Services such as water and sewer were extended, but fire and police are still outside of the normal emergency response times, thus, making these services inadequate even though they are currently servicing the existing surrounding uses. The addition of schools and fire stations allows for other development options for the area.

The proposal complies with this criterion.

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

Staff Summary: The provided Zoning Suitability Map shows that the property can be development in accordance with the Development Code Standards (*see Attachment C – Rezone Promontory PUD – 1st Amendment to Areas F, L, and M Document*).

The proposal complies with this criterion.

PLANNED UNIT DEVELOPMENT (PUD) ESTABLISHMENT

FOR PLANNING COMMISSION AND CITY COUNCIL REVIEW

Development Code, Section 18.32.040 (b) 1-2, Criteria Used

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 18.30.050 (noted above) 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 144.67 acres; Section 18.32.040(b)(1) of the Greeley Development Code limits consideration for PUD establishment to a minimum of two (2) acres in size (*see Attachment B – Preliminary and Final Plat*).

   The proposal complies with this criterion.

2. **Is the proposed Preliminary/Concept PUD Consistent with the Land Use Chapter of the Comprehensive Plan?**

   A PUD proposal shall be found to be consistent with all applicable elements of the Land Use Chapter of the City's adopted Comprehensive Plan with respect to its proposed internal design and use, its relationship to adjacent areas, and the City as a whole before it may be zoned as a PUD.

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

Education, Health, and Human Services:

- ***EH-2.4 Land Use –*** *Promote land use decisions that support walkability and improve access to basic needs, such as neighborhood markets or grocery stores, parks and natural areas, as well as medical and personal services. Support access to goods and services that support health and wellness in all neighborhoods.*
- ***EH-4.2 School Siting*** *– Collaborate with the school districts in developing long-range school siting plans. Encourage new schools on sites that are:*
  - *Located near the population they are intended to serve:*
  - *Co-locate with or near existing facilities and amenities that provide opportunities for shared use and capital improvements, such as City parks;*
  - *Separated from potential land use hazards or nuisances;*
  - *Served by transportation options (e.g. roadways, transit, bike path and sidewalks) that provide safe access to and from school; and*
  - *Sites so as to minimize impacts on the surrounding neighborhood or area and existing transportation network.*

Growth & City Form:

- ***GC-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.*

Staff Comment: The Imagine Greeley Comprehensive Plan strongly supports development that is adequate and serves the public locally. If the rezone request is approved, future school sites and fire stations would be allowed to be developed in closer proximity to the existing commercial and residential neighborhood at Promontory.

The proposal complies with this criterion.

FINAL PLANNED UNIT DEVELOPMENT (PUD)
FOR PLANNING COMMISSION REVIEW

Development Code, Section 18.32.140 (1), Criteria Used

In reaching recommendations and decisions as to rezoning land to the PUD district, the Planning Commission shall apply the following one standard in addition to the standards and procedures of Section 18.30.050 and 18.32.040 applicable to the rezoning of land:

1. **Is the Final PUD Plan substantially in compliance with the approved Preliminary PUD Plan?**

   Staff Comment: The Final PUD plan is in accordance with the Preliminary PUD and the applicable Development Code as noted below. Subsequent amendments if in conformance with the Preliminary and Final, would be processed administratively. The Adequate Public Facility Area criteria has been analyzed and documented below:

   Urban Growth and Adequate Public Facility Area (APFA)
   The site is not located largely within a suburban developed area, but it is being adequately served by water, sewer, streets, and parks and trails. Full connection to the Sheep Draw Trail has not been accomplished until future development occurs between Promontory Parkway/20th Street and 83rd Avenue were the nearest trail system occurs. Fire and police are not adequate with respect to response times, but they are currently served by the Greeley Fire Station No. 7 station, which is approximately 3 to 4 miles away from the Promontory PUD area. The subject site is vacant and water and sewer mains would be required to be extended to the proposed site from adjacent services. A new fire station, which is what the rezone PUD Amendment request would open opportunities to develop a fire station in the Promontory area and hence, improve response times during actual emergency events for the existing neighboring residential homes and commercial businesses.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject sites are part of the Promontory Subdivision, which was platted in 2000 [*Rec No. 2798115*].

2. HAZARDS

The Environmental Site Assessment (ESA) conducted on the sire showed no potential hazards.

3. WILDLIFE

The site is not located in an area of ecological significance.

4. FLOODPLAIN

The property is not located within any flood zones. No major waterways are in the vicinity.

5. DRAINAGE AND EROSION

As one of the first sites developing in the southern portion of the PUD, drainage improvements to accommodate small offsite flows as well as the flows from the development of the area are required as part of the development. No major concerns on drainage and erosion have been found.

6. TRANSPORTATION

The subject sites can obtain access from Promontory Circle, 18th Street and future 20th Street alignment from Promontory Parkway and Highway 34 Business on the north or the

Highway 34 Bypass on the south. Adding schools and police uses should not negatively impact the area, but would improve the areas with respect to meeting the requirement for adequate public facilities.

G. SERVICES

1. WATER

The current subdivision has availability of services and with the additional utilities that would be used to serve the site and set up for future development, it would be adequately served

2. SANITARY SEWER

The current subdivision has availability of services and with the additional utilities that would be used to serve the site and set up for future development, it would be adequately served.

3. EMERGENCY SERVICES

The subject site is within the City of Greeley's Fire Protection area, the closest fire station is Station #7, which is located approximately 4.0 miles to the west (10^{th} Street and 69^{th} Avenue). A new fire station is tentatively scheduled to be completed in either the late summer or early fall of 2020 on Lot 1.

4. PARK/OPEN SPACES

No parks or regional open space areas are proposed with this rezone. Any future development projects would be required to evaluate the need to provide a park or regional open space.

5. SCHOOLS

No schools are proposed or located within the subject area at this time, but with this rezone, PUD amendment, school uses would be allowed. The properties are within the Windsor-Severance RE-4 School District. The schools that currently (or will) serve the area are: Skyview Elementary, Severance Middle School, Windsor High School, and Severance High School.

6. METROPOLITAN DISTRICT

As mentioned previously within this report. The Tri-Pointe Residential Metropolitan District serves this area.

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 August 15, 2019 per Development Code requirements. Additionally, two public notice signs were posted on the subject site on August 30, 2019.

J. MINERAL ESTATE OWNER NOTIFICATION

Mineral notice requirements were satisfied with the previous land use applications.

K. PLANNING COMMISSION RECOMMENDED MOTIONS:

1. **Rezone Request Planning Commission's Recommended Motion to City Council:**
   Based on the application received, the Project Summary, and accompanying analysis, the Planning Commission finds that the proposed rezone from PUD to PUD zone district, Promontory PUD – 1st Amendment to Areas F, L, and M to allow fire stations and schools in areas F, L, M, meets the applicable Development Code criteria, Section 18.30.050(c)(3) a, b, f, g, and h, and therefore, recommends approval of the rezone PUD Amendment to the City Council.

2. **Preliminary PUD Request Planning Commission's Recommended Motion to City Council:**
   Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Promontory Imagine School, 2nd Filing, Preliminary PUD is consistent with Development Code criteria, Section 18.32.040 (b) 1 and 2, and, therefore, recommends approval of the PUD plan as submitted to the City Council.

3. **Final PUD Request Planning Staff's Recommended Motion to Planning Commission:**
   Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Promontory Imagine School, 2nd Filing, Final PUD is consistent with Development Code criteria, Section 18.32.140 (1), and approved Preliminary PUD plan, with the following condition and therefore approves the Final PUD plan as submitted:

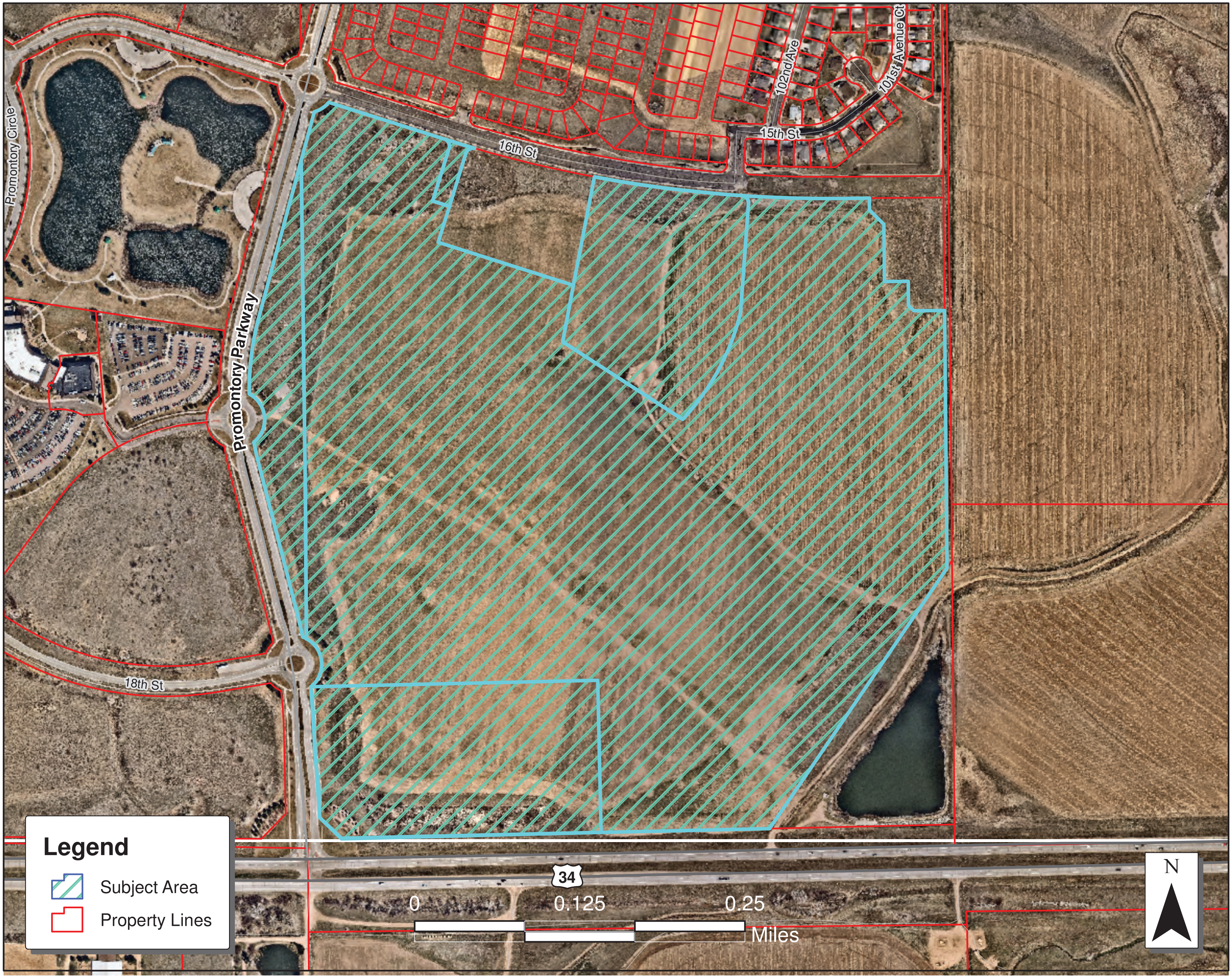
   a. Approval of the Final PUD by the Planning Commission is contingent on City Council approval of the Preliminary PUD.

4. ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Preliminary and Final Plat
Attachment C – Rezone Promontory PUD – 1st Amendment to Areas F, L, and M Document

Vicinity Map

Attachment A



Attachment B

PRELIMINARY PLAT OF

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

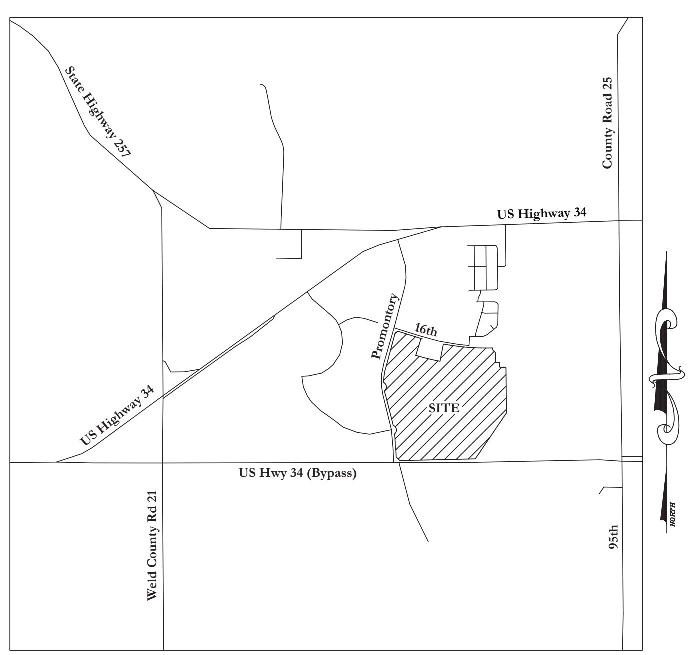
DEDICATION

TAGG Inc, being the sole owner(s) in fee of:

Tract A, Tract B and Outlot A, Promontory Imagine School First Filing recorded August 29, 2006 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 (T.5N.), 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 (±).

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 lots 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.



VICINITY MAP
SCALE: 1"=2000'

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of Tract B, Promontory Imagine School First Filing, as bearing South 88°41'39" 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. 2012)

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number FCC25167843, dated August 13, 2019 as prepared by Land Title 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.

ZONING NOTE

The entire property is in Zone PUD, Planned Unit Development.

GENERAL NOTES

1. All person who knowingly removes, alters or defaces any public land survey monument(s) or land boundary monument(s), or accessory commits a class two (2) misdemeanor pursuant to State Statute 18-4-508 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. _______________) 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.

OWNER: TAGG, INC.
4221 BRIGHTON BLVD
DENVER, CO 80216

APPLICANT: CITY OF GREELEY
1000 10TH STREET
GREELEY, CO 80631

ENGINEER: SHORT ELLIOTT HENDRICKSON, INC. (SEH)
2000 SOUTH COLORADO BLVD.
TOWER ONE, SUITE 6000
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%

LAND USE TABLE

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%	

DATE: 5/28/2019
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

REVISIONS:		DATE:
LOT 1 MOVED & ADDITIONAL EASEMENTS		5-28-19
REVISED BOUNDARY	CSK	6-3-19

PROMONTORY IMAGINE SCHOOL SECOND FILING
FOR
CITY OF GREELEY
1000 10TH STREET
GREELEY, CO 80631

PROJECT #: 20180634

1

SHEET 1 OF 2

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

TAGG Inc, being the sole owner(s) in fee of:

Tract A, Tract B and Outlot A, Promontory Imagine School First Filing recorded August 29, 2006 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 (T.5N.), 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 (±).

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 lots 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 ______________________

Witness my hand and seal this ________ day of ____________ A.D. __________ .

NOTARIAL CERTIFICATE

STATE OF ____________)
ss
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this ________ day of __________ , 20___,

by ______________ as ______________

Witness my hand and official seal. (SEAL)

My commission expires ______________

____
Notary Public

CERTIFICATE OF APPROVAL OF THE CITY ENGINEER TO DEVELOPMENT REVIEW AND CIVIL INSPECTIONS MANAGER

Approved this __________ day of ______________ , 20_______, by the City Engineer to Development Review and Civil Inspections Manager of the City of Greeley, Colorado.

____
City Engineer to Development Review and Civil Inspections Manager

CERTIFICATE OF APPROVAL BY THE COMMUNITY DEVELOPMENT DIRECTOR

Approved this __________ day of ______________ , 20 _______, by the Community Development Director of the City of Greeley, Colorado.

____
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 this land, including all existing right–of–way easements, and that the corner monuments shown thereon were properly placed under my supervision, in accordance with the regulations of the State of Colorado.

____
Paul B. Groves – On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of Tract B, Promontory Imagine School First Filing, as bearing South 88°41'39" 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. 2012)

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights–of–way and title of records, King Surveyors relied upon Title Commitment Number FCC25167843, dated August 13, 2019 as prepared by Land Title 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.

ZONING NOTE

The entire property is in Zone PUD, Planned Unit Development.

GENERAL NOTES

1. All person who knowingly removes, alters or defaces any public land survey monument(s) or land boundary monument(s), or accessory commits a class two (2) misdemeanor pursuant to State Statute 18–4–508 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. ______________) 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.

VICINITY MAP
SCALE: 1"=2000'

OWNER: TAGG, INC.
4221 BRIGHTON BLVD
DENVER, CO 80216

APPLICANT: CITY OF GREELEY
1000 10TH STREET
GREELEY, CO 80631

ENGINEER: SHORT ELLIOTT HENDRICKSON, INC. (SEH)
2000 SOUTH COLORADO BLVD.
TOWER ONE, SUITE 6000
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%

LAND USE TABLE

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%	

DATE: 5/28/2019
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

REVISIONS:	DATE:
LOT 1 MOVED & ADDITIONAL EASEMENTS	5–28–19
REVISED BOUNDARY CSK	6–3–19

PROMONTORY IMAGINE SCHOOL SECOND FILING
FOR
CITY OF GREELEY
1000 10TH STREET
GREELEY, CO 80631

PROJECT #: 20180634

1

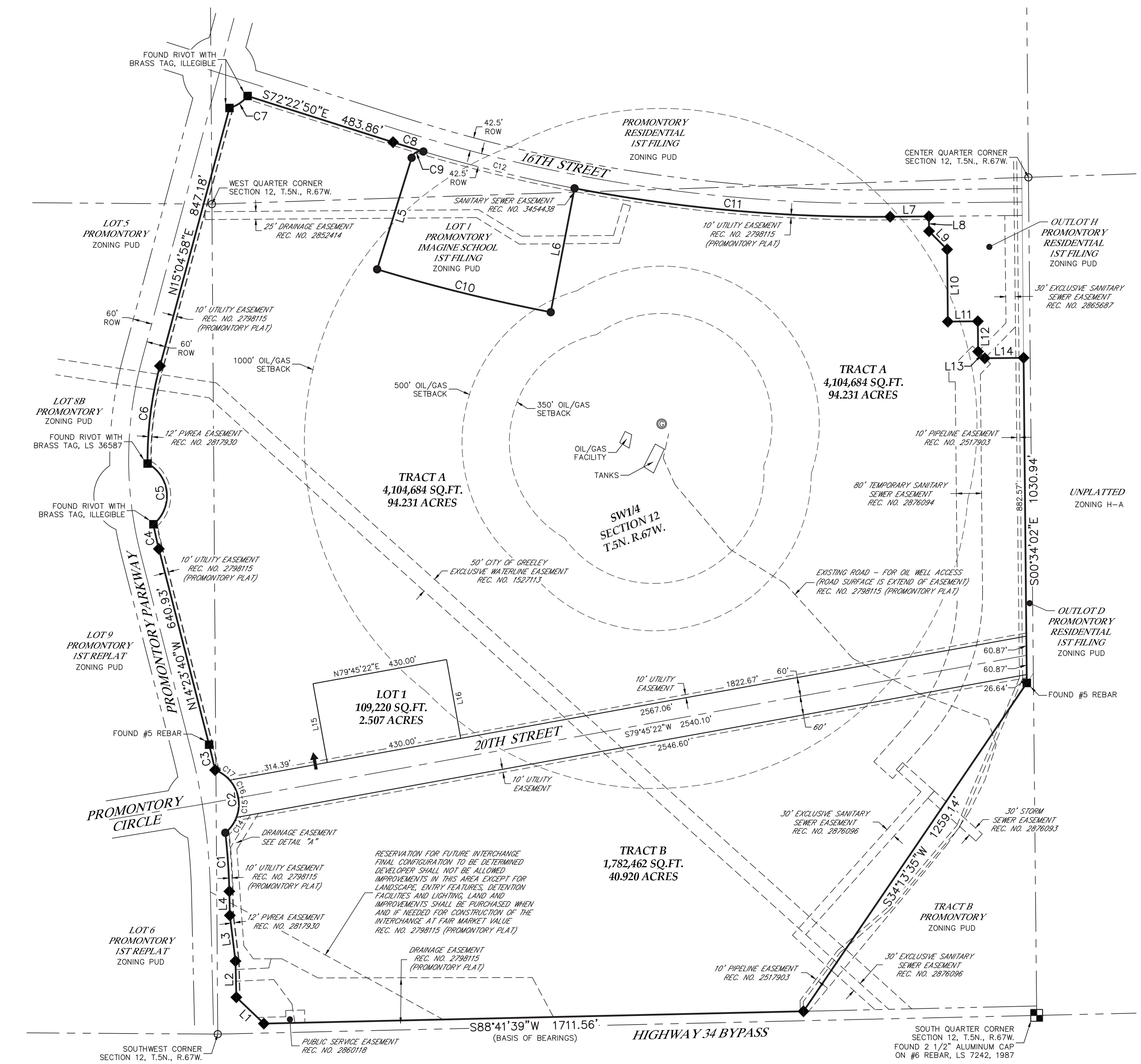
SHEET 1 OF 2

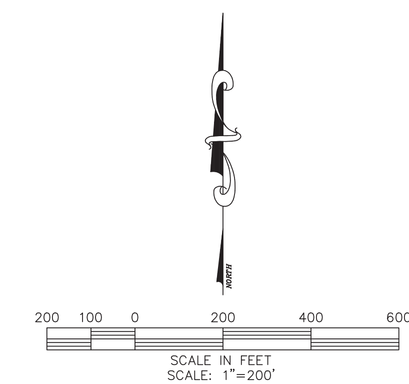
PROMONTORY IMAGINE SCHOOL SECOND FILING

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 15606
- SET 24" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED KS, LS 38209
- CALCULATED POSITION
- FUTURE FULL ACCESS POINT



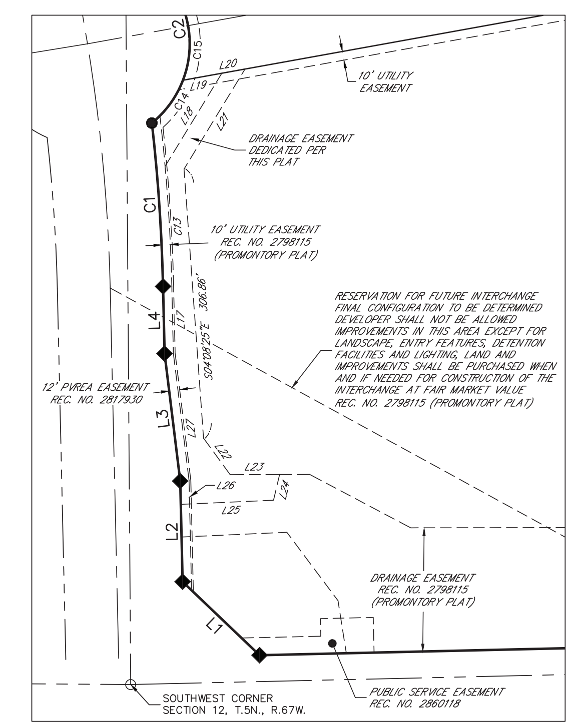


LINE TABLE

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°25'58"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°25'58"E	95.00'
L12	S00°34'02"E	96.04'
L13	S45°16'11"E	30.00'
L14	N89°25'58"E	122.90'
L15	N10°14'38"W	254.00'
L16	S10°14'38"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	N36°06'31"W	51.26'
L23	N89°53'17"E	56.16'
L24	N13°25'21"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 TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	186.34'	2060.00'	5°10'58"	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'	2°18'03"	82.71'	N13°14'38"W
C4	79.95'	1140.00'	4°01'05"	79.93'	N12°23'07"W
C5	228.58'	116.00'	112°54'10"	193.35'	N05°30'42"W
C6	312.97'	1140.00'	15°43'47"	311.99'	N07°13'05"E
C7	69.96'	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	567.35'	5443.00'	5°58'20"	567.09'	S76°08'39"E
C11	1006.61'	5043.00'	11°26'11"	1004.94'	S84°50'56"E
C12	493.48'	5043.00'	5°36'24"	493.29'	S76°19'38"E
C13	136.78'	2070.00'	3°47'09"	136.75'	N03°11'53"W
C14	60.87'	116.00'	30°04'03"	60.18'	N35°56'14"E
C15	63.06'	116.00'	31°08'51"	62.29'	N05°19'47"E
C16	63.06'	116.00'	31°08'51"	62.29'	N25°49'03"W
C17	57.02'	116.00'	28°09'43"	56.44'	N55°28'20"W



DETAIL "A"
SCALE: 1"=100'

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

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phone: (970) 686-5011 | email: contact@KingSurveyors.com

REVISIONS:		DATE:
LOT 1 MOVED & ADDITIONAL EASEMENTS	CSK	6-3-19
REVISED BOUNDARY		5-28-19

PROMONTORY IMAGINE SCHOOL SECOND FILING
FOR
CITY OF GREELEY
1000 10TH STREET
GREELEY, CO 80631

PROJECT #: 20180634

2

SHEET 2 OF 2

Attachment C

TRI-POINTE

Mixed Use Development Conceptual Master Plan

mendment 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

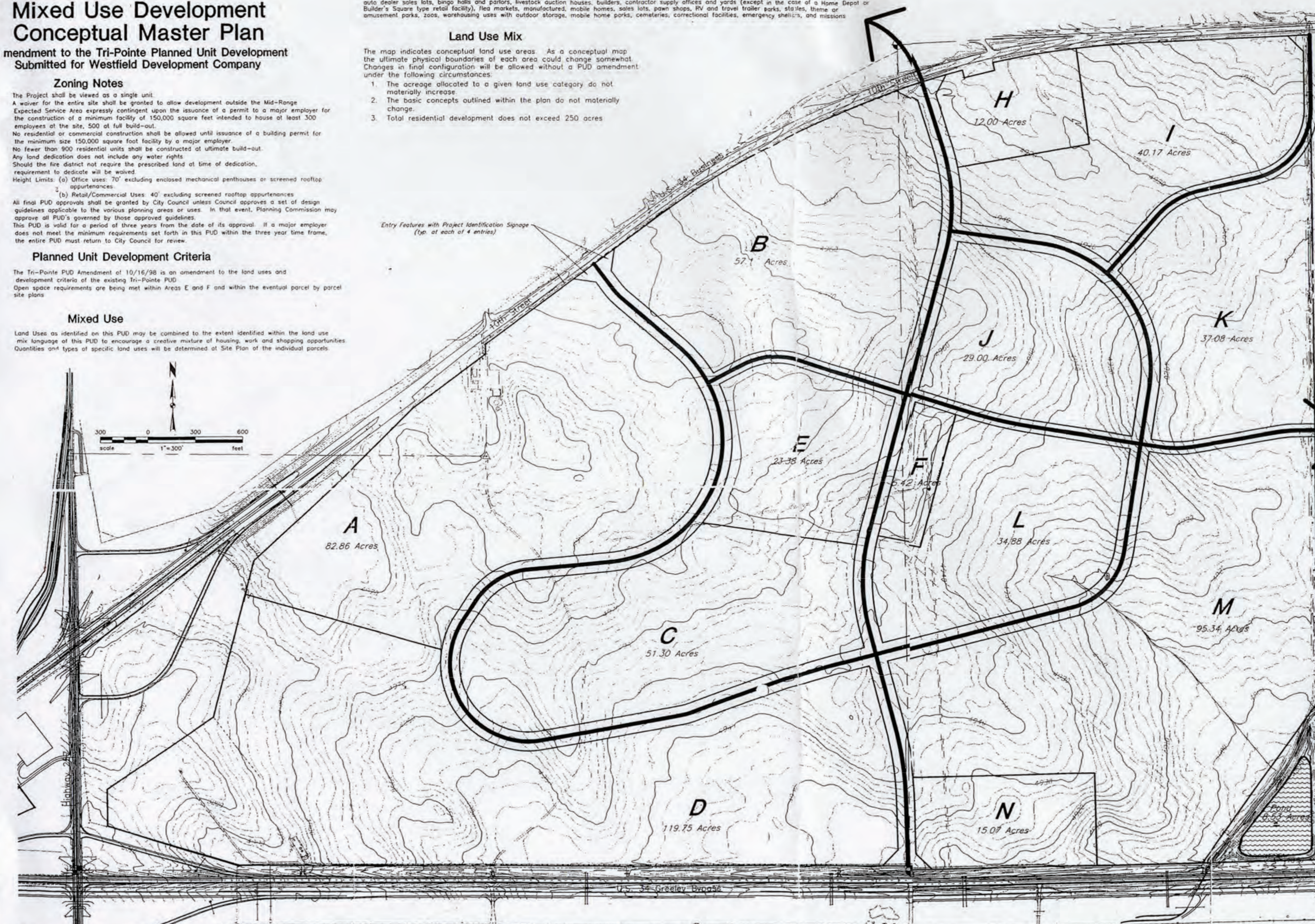
Land Uses as identified on this PUD may be combined to the extent identified within the land use mix language of this PUD to encourage a creative mixture of housing, work and shopping opportunities. Quantities and types of specific land uses will be determined at Site Plan of the individual parcels.

Uses not permitted at Tri-Pointe:
airports, heliports, auto dismantling, junk and salvage yards, bulk storage of flammable liquids and gases for resale concrete, asphalt batch plants (unless temporary for construction purposes only), farm equipment, implement, diesel and * sales and repair 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, high impact, trucking and freight terminals, truck, trailer and large equipment rental, adult entertainment, kennels, auto dealer sales lots, bingo halls and parlors, livestock auction houses, builders, contractor supply offices and yards (except in the case of a Home Depot or Builder's Square type retail facility), flea markets, 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



Allowed Land Uses by Type

Allowable Land Use by Area

Areas A and B, Office
- Banks, savings and loans, financial institutions, ATM's, drive-up windows Medical and dental offices and clinics, massage therapists, medical supply s 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 Medical and dental offices and clinics, massage therapists, medical supply s 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 combi
- Telecomm. uses
  - Satellite earth station antennas over 18 inches in diameter
  - Utility, comm. towers and cabinets less than building height permitt zone
  - Utility, comm. towers and cabinets over building height permitted by
- Transportation facils. –
  - 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 s 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 s 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, comb
- Telecomm. uses
  - Satellite earth station antennas over 18 inches in diameter
  - Utility, comm. towers and cabinets less than building height permitt zone
  - Utility, comm. towers and cabinets over building height permitted by
- Transportation facils. –
  - 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
This area is intended to be retained as open space to be developed as a par with lake, trails, and improvements associated with same.

Area F, Open Space
To be dedicated to City for parks, open space, and the extension of lake within Area E - Schools, and Fire Stations

Areas H and N, Commercial
Animal uses – veterinary clinics (no outdoor runs)
- Art, dance, photo studios, galleries
- Auto uses, car wash
- Banks, savings and loans, financial institutions, ATM's, drive-up windows
- Bars, taverns, nightclubs, lounges
- Bowling alleys
- Brew pubs
- Convenience stores with or without gas sales
- Dry cleaning (no cleaning on-site)
- Gas stations
- Gas stations with repair, lube and tire shops
- Laundromats
- Personal service shops (beauty, barber, tanning and nail salons, shoe repair similar)
- Pet stores
- Printing, copying shops, mail centers
- Membership clubs, health clubs, marital arts studios
- Restaurants – Cafes, and other eating establishments (including outdoor se eating areas), drive-up windows
- Retail sales – Under 3,000 square feet, 3,000 to 40,000 square feet, large retail (over 40,000 square feet)

Areas I, J, K, L, and M, Residential
- Single family dwellings
- Multi-family dwellings
- Two family dwellings
- Townhouse dwellings
- The following uses, not to exceed 15% of the acreage contained within eac Planning Area:
  - Banks, savings and loans, financial institutions, ATM's, drive-up wind
  - 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
  - Schools, and Fire Stations

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

City of Greeley Colorado

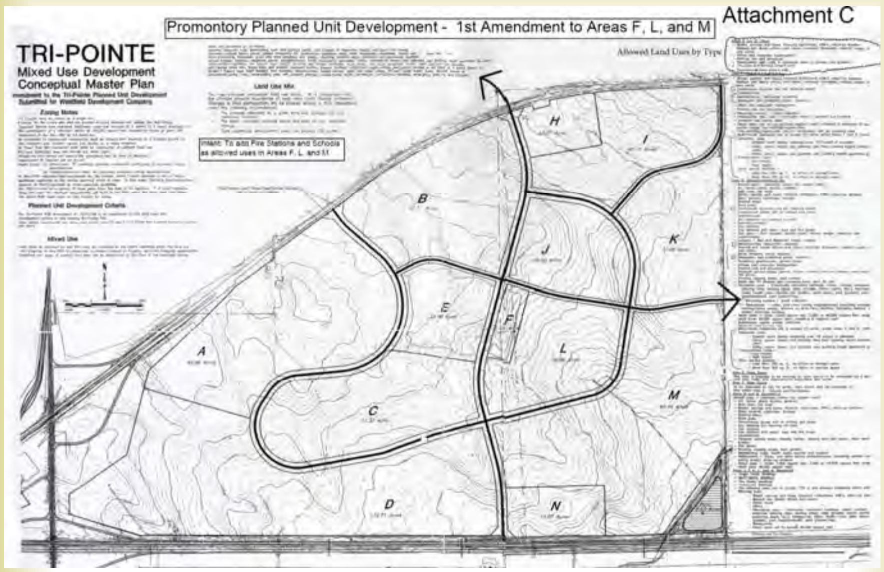
Promontory Preliminary Plan PUD,
Areas F, L, and M Rezone, 1st Amendment
&
Promontory Imagine School, 2nd Filing,
Preliminary PUD

Greeley City Council

September 17, 2019

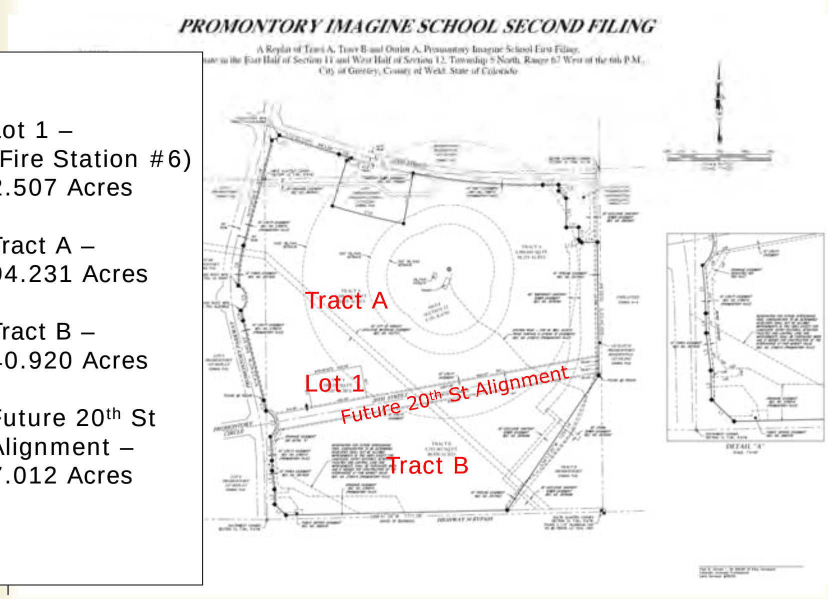
Area Consists of 144.67

NORTH



NORTH

Promontory Imagine School, Preliminary and Final Plat



Lot 1 –
(Fire Station #6)
2.507 Acres

Tract A –
94.231 Acres

Tract B –
40.920 Acres

Future 20th St
Alignment –
7.012 Acres

Notice Sign in front of property – Facing East

Facing 18th St West

Facing Promontory Parkway South

Rezoning Criteria 18.30.050 – (C.3 (a-h))

Yes	**a. Has the area changed to such a degree that it is in the public interest to rezone the property to encourage development?**
	➢ A rezone is requested to allow fire stations and school uses in Areas F, L, M. The area has not been rezoned since 1998, and the subject sites remain undeveloped for over 20 years.
Yes	**b. Has the zoning been in place for at least 15 years and does the zoning appear to be obsolete?**
	➢ The subject site has been zoned for nearly 20 years, without any development. Including additional uses to the existing PUD would provide further development opportunities.
N/A	**c. Are there clerical errors?**
	➢ There are no clerical or technical errors to correct.
NA	➢ **d. Are there detrimental environmental conditions?**
	➢ There are no know detrimental environmental conditions.
Yes	**e. Is the rezoning necessary to provide land for a community-related use?**
	➢ Would provide for fire stations and schools.

Yes	**f. What is the potential impact of the rezoning upon the immediate neighborhood and the City as a whole?**
	➢ City services should not be impacted, since the surrounding area is already served by municipal services such as water and sewer. Police and Fire already serve this area within 4-miles of the site.
Yes	**g. Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with applicable zoning overlay requirements?**
	➢ There are no applicable zoning overlay requirements or any proposed. The proposed request is consistent with many goals and policies in the Imagine Greeley Comprehensive Plan. Key policies are listed in next slide.
Yes	**h. Impact on approved Zoning Suitability Plan?**
	➢ The provided Zoning Suitability Map shows that the property can be development in accordance with the Development Code Standards.

Applicable Comprehensive Plan policies

Education, Health, and Human Services:

EH-2.4 Land Use – *Promote land use decisions that support walkability and improve access to basic needs, such as neighborhood markets or grocery stores, parks and natural areas, as well as medical and personal services. Support access to goods and services that support health and wellness in all neighborhoods.*

EH-4.2 School Siting *– Collaborate with the school districts in developing long-range school siting plans. Encourage new schools on sites that are:*

- *Located near the population they are intended to serve:*
- *Co-locate with or near existing facilities and amenities that provide opportunities for shared use and capital improvements, such as City parks;*
- *Separated from potential land use hazards or nuisances;*
- *Served by transportation options (e.g. roadways, transit, bike path and sidewalks) that provide safe access to and from school; and*
- *Sites so as to minimize impacts on the surrounding neighborhood or area and existing transportation network.*

Growth & City Form:

GC-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.*

PRELIMINARY PUD Establishment Criteria 18.32.040 (c)

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.	
The site contains 144.67 acres; Section 18.32.040(b)(1) of the Greeley Development Code limits consideration for PUD establishment to a minimum of two (2) acres in size.	

Is the proposed Preliminary/Concept PUD Consistent with the Land Use Chapter of the Comprehensive Plan?	
The Imagine Greeley Comprehensive Plan strongly supports development that is adequate and serves the public locally. If the rezone request is approved, future school sites and fire stations would be allowed to be developed in closer proximity to the existing commercial and residential neighborhood at Promontory. The specific plan goals it meets were explained in previous slide.	

Review & Recommendation

- **Administrative Review**
  - All items have been resolved.
- **Neighborhood Notification**
- **Recommendation**
  - Planning Commission
  - Promontory PUD Zoning action: 2 motions
  - Promontory Imagine School Preliminary Plan action: 1 motion

Council Agenda Summary

September 17, 2019

Agenda Item Number 20

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

Title:
Public hearing to consider approving the Promontory Imagine School, 2nd Filing, PUD (Planned Unit Development) Preliminary Plan for approximately 144.67 acres located south of 16th Street, east of Promontory Parkway, and north of Highway 34 Bypass

Summary:
This application is a request to approve the Preliminary Plan within the Promontory PUD to create one buildable lot intended for Fire Station #6, road right-of-way for 20th Street, and two tracts for future development. Likely uses for these two tracts, based on current zoning, are for residential (single-family and multi-family) and some commercial.

Creation and dedication of a lot for use for a fire station fulfils the requirements of the zoning that a fire station site be dedicated within the Promontory PUD.

The Planning Commission considered the request on September 10, 2019 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:	Creation and dedication of the lot fulfills a zoning requirement of the Promontory PUD.

Legal Issues:
Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:

1) City staff presentation
2) Council questions of staff
3) Applicant presentation
4) Council questions of applicant

5) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
6) Rebuttal, if requested
7) Council discussion
8) Council decision

Other Issues and Considerations:
None noted.

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 application received and analysis, the proposed Promontory Imagine School, 2nd Filing, PUD Preliminary Plan is consistent with Development Code criteria, Section 18.32.040 (b) 1 and 2, and, therefore, approved

Attachments:
None

(*Note: see prior Agenda Item [change of zone and a 1st Amendment to the Preliminary Plan of the Promontory PUD, Areas F, L and M] for Planning Commission Minutes-Draft [September 10, 2019], Planning Commission Summary [Staff Report, September 10, 2019], and PowerPoint Presentation)

Council Agenda Summary

September 17, 2019

Agenda Item Number 21

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:
Review options regarding the structure of Council meetings and work sessions

Summary:
This agenda item discusses the Council's meeting structure and offers alternatives which are intended to make optimal and efficient use of City resources and Councilmembers' time.

The staff presentations to and actions by the City Council during its meetings are critical to the legislative and policy making role of the City Council. The staff focus on operational excellence has resulted in work on improving the internal meeting agenda process. As a result, staff analyzed and identified opportunities to maximize meeting efficiencies and effectiveness. Staff felt it was a good time to check-in with Council and seek feedback on recommended changes.

The staff review was guided by several principles – that Council meetings should be policy focused, accessible to the community, contain quality work product, and efficient. The analysis included consideration of the City of Greeley Charter, Code of Ordinances, and Council Policies and Protocol. Also, staff reviewed the past two and a half years of Council meetings and the meeting practices of other communities.

Greeley's Charter, which provides a broad framework as it relates to Council meetings, authorizes Council to adopt an ordinance to establish meeting procedures. The provisions in the Code (a) provide additional parameters, which includes Council meeting types (regular meetings and work sessions), and the frequency of these meetings; and (b) authorizes Council to adopt a resolution setting the location and time of the meetings. Council's Policies and Protocol, adopted by resolution, includes additional meeting detail, such as the role of meeting participants, the order of business, etc.

The review of the past two and half years revealed that the meeting duration was typically two hours or less. As detailed below, approximately 77% of all meetings (both work sessions and Council meetings) are 2 hours or less, and 23% are more than 2 hours.

	Number of meetings and % of total			
	1 hour or less	1.25 to 2 hours	2.25 or more hrs	Total
Work Sessions	17 (30.4%)	26 (46.4%)	13 (23.2%)	56 (100%)
Council Meetings	30 (47.6%)	18 (28.6%)	15 (23.8%)	63 (100%)
Total:	47 (39.5%)	44 (37.0%)	28 (23.5%)	119 (100%)

As part of the analysis, staff reviewed similar sized cities within Colorado and found: While most have weekly meetings, many report that meeting duration is generally longer. A few schedule their work sessions only as needed or, conversely, conduct a work session and regular meeting on the same evening.

A challenge that revealed itself during the staff analysis of the agenda is the need to balance the agenda content between Council meetings and work sessions. To address this challenge, staff has recently placed a few non-action items on a regular meeting agenda rather than a work session, which has worked well in balancing the length of meetings.

Shifting to quarterly from monthly financial reports and allowing the City Manager to approve certain intergovernmental agreements also helped to streamline meetings. Another adjustment is to move "What's Great about Greeley" to a social media platform to reach a broader audience. Better managing other celebratory items is also planned, such as balancing the number of items for any one meeting, which can be accomplished by anticipating these on an annual calendar.

Live broadcasting was also part of the meeting analysis. Televising and replaying the Council meetings have worked well for two meetings per month in terms of program scheduling and staff resources. Adding meetings to this schedule would reduce time available for fresh programming and would require additional staffing considerations. However, the recent practice of adding non-action items traditionally considered work session topics to regular meeting agendas provides televised coverage of these items.

In summary, the full analysis of Council agendas and meetings, including consideration of recent and planned changes plus gleaning ideas from other cities, staff developed the following options for Council discussion and direction:

1. Status quo. Continue meeting in regular sessions on the 1st and 3rd Tuesdays at 6:30 p.m. and conduct work sessions on the 2nd and 4th Tuesdays at 5:00 p.m. An advantage is that it is a familiar schedule; a challenge would remain as to how best to fill/balance all four meetings per month with substantial content.

2. Schedule work sessions and regular meetings for the same evening. Conduct a work session immediately prior to the regular Council meeting. These would be distinct meetings but separated by a meal break. Perhaps the work session would occur from 4:00 – 6:00 p.m., and the regular meeting would begin at 6:30 p.m. with a short meal break at 6:00 p.m. The advantage of a combined meeting schedule is efficiency in terms of the number of days per month Council meets. The challenge is the same as Option One.

3. Conduct work sessions on an as-needed basis (staff recommendation). Expand the recent practice of shifting informational work session items to the regular Council meeting agenda and eliminate the regularly-scheduled work sessions. Schedule work sessions only as needed for key policy items, such as the budget. Begin the meeting at 5:00 p.m. with a light meal being available prior to the meeting, if desired. The advantage is maximizing efficiency in terms of the number of meetings; the disadvantage is that it would likely lengthen regular meetings.

If Council agrees with staff's recommendation (option three), an ordinance to change the Code would be needed. It is suggested this Code change also authorize Council, by resolution, to schedule the days, times, and types of meetings held by Council. This would allow maximum flexibility for Council in the future.

One additional consideration is the timing of this recommendation for Council since it is quite close to the upcoming election. Staff brought this item forward now because this particular group has had the opportunity to experience the existing meeting structure for nearly two years. Providing a new meeting foundation, based on that experience, would implement meeting efficiencies well before the new Council is seated and allow all members to plan their civic time accordingly.

Fiscal Impact:

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

Legal Issues:

An ordinance change is needed to eliminate regularly-scheduled work sessions and authorize scheduling as needed.

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

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

Decision Options:

This is a discussion item. Council is requested to provide a meeting structure preference from the options presented above or as further modified.

Council's Recommended Action:

While this is principally a discussion item, staff recommends approval of advancing a change to the City Council meeting structure as described in item three above: to discontinue the routine scheduling of work sessions replaced by the scheduling of such meetings on an as-needed basis only; to start the regular Council meetings at 5:00 PM; to move What's Great About Greeley to a social media platform; and to better manage the number of celebratory items, such as proclamations and recognitions, at any given meeting.

Attachments:
PowerPoint Presentation

City of Greeley Colorado

Council Meeting Options

Presented September 17, 2019

Meeting Structure Review

- Optimize resources and Council time
- Importance of efficiencies
- Focus on operational excellence
  - Agenda process
  - Meeting structure analysis

Meeting Structure Review

- Meeting principles
  - Policy focused
  - Accessible to the community
  - Quality work product
  - Efficient

Review and Analysis

- Home Rule Charter
- Code of Ordinances
- Council Policies and Protocol
- Past Council meetings & work sessions
- Practices of other cities

CITY OF GREELEY

Review and Analysis

- Home Rule Charter
  - Broad legal framework
  - Authorizes meeting procedures by Ordinance
- Code of Ordinances
  - Sets day and type of meetings to be held
  - Authorizes location and time by Resolution
- Council Policies and Protocol
  - Adopted by Resolution
  - Meeting details

Review and Analysis

Past Meetings:

119 reviewed (2017 through mid-2019)

Work sessions:	**56 total**
1 hour or less:	17 (30.4%)
1.25 – 2 hours:	26 (46.4%)
2.25 or more hours:	13 (23.2%)
Council meetings:	**63 total**
1 hour or less:	30 (47.6%)
1.25 to 2 hours:	18 (28.6%)
2.25 or more hours:	15 (23.8%)

Totals:

- 77% are 2 hours are less
- 23% are more than 2 hours

Review and Analysis

- Other cities
  - Most have weekly meetings
    - Generally longer in duration
  - Some schedule work sessions as needed
  - Some conduct both regular meetings and work sessions on same night

CITY OF GREELEY

Challenges and Solutions

- Policy focused
  - Balancing agenda content (non-action items on regular agenda)
- Quality work product
  - Internal agenda process improvements
- Efficiencies
  - Shifting from monthly to quarterly financial reports
  - City Manager approving certain intergovernmental agreements
  - Move "What's Great about Greeley" to a social media platform
  - Anticipate and balance celebratory items
- Accessible to the community
  - Live broadcasting and replay

CITY OF GREELEY

Summary

- Meeting principles
- Analysis
  - Challenges and Solutions
- Options

CITY OF GREELEY

Options

(1) Status quo

1st and 3rd Tuesdays regular meetings, 6:30 p.m.
2nd and 4th Tuesdays work sessions, 5:00 p.m.
Advantage: Familiar
Challenge: Balancing content

(2) Same night meetings and work sessions

1st and 3rd Tuesdays
Work session 4:00–6:00 p.m. and regular meeting at 6:30 p.m.
Advantage: Reduces number of meeting days
Challenge: Balancing content

(3) Conduct work sessions as-needed (recommended)

1st and 3rd Tuesdays, 5:00 p.m.
Benefit: Reduces number of meeting days
Challenge: Likely lengthens regular meetings

CITY OF GREELEY

Discussion and Next Steps

- Recommendations:
  - Move “What’s Great About Greeley” to social media
  - Balance number of celebratory items throughout year

  - Option 3 (as-needed work sessions)
    - Ordinance change needed
    - Timing: Change in October to implement efficiencies

Council Agenda Summary

September 17, 2019

Agenda Item Number 22

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:
Appointment to the High Plains Library District Nominating Committee

Summary:
A member of Council is needed to serve on the High Plains Library District (HPLD) Committee to interview and select two District board member to fill vacancies that will occur at the year-end when terms expire for two existing member of the board.

This committee will meet on Friday, October 25, 2019, 1:00 – 3:00 p.m. to interview candidates for the two positions. Once Council makes this appointment, contact information will be sent to the District and the Councilmember will then receive the details of the process.

Additional information from the District is attached for reference.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	n/a
What is the annual impact?	n/a
What fund of the City will provide Funding?	n/a
What is the source of revenue within the fund?	n/a
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:	

Legal Issues:
None.

Other Issues and Considerations:
None.

Applicable Council Priority and Goal:
Civic Infrastructure: Create a community that recognizes and capitalizes on the power of aligned principled relationships to address any challenges we face.

Decision Options:

1) To appoint a Councilmember to the HPLD Nominating Committee.
2) To decline to make the appointment.

Council's Recommended Action:

A motion to appointment Councilmember _______________ to the High Plains Library District Nominating Committee.

Attachments:

Letter from HPLD

highplains Library District
Administration • 2650 W. 29th Street • Greeley, CO 80631

September 4, 2019

John Gates, Mayor
City of Greeley
1000 10th Street
Greeley, CO 80631

Dear Mayor Gates,
The High Plains Library District is seeking nominations to fill two vacancies on its Board of Trustees. The terms for Ken Poncelow (representing Region 3) and Bob Grand (the At-Large representative) are set to expire on December 31, 2019. Notice of the vacancies has been placed in newspapers, libraries, and on the HPLD website, www.MyLibrary.us.

The region to be represented are:

The Board of Trustees consists of seven (7) members, all of whom must reside within the boundaries of the District's legal service area. The areas needing representation are:

- Region 3. Mead, Johnstown, Milliken, Berthoud, Platteville

N-CR52, S-C66, E-US85, W-County Line

- And one (1) At- Large Trustee

Where your help is needed.
Our request to you is to appoint one (1) member of your governing body to serve on a committee to interview and select the new Board member. We request that you call Kathy Webb, Executive Assistant at 970-506-8588 or email kwebb@highplains.us with the ***name*** and ***email*** address of your representative by Friday October 4, 2019.

Copies of candidate applications will be sent electronically to your representative during the week of October 14, 2019.

We then need your representative to attend a meeting set for Friday, October 25, 2019 1:00 to 3:00 pm to interview all candidates. This meeting is at the HPLD Administration and Support Services building, 2nd floor meeting room, 2650 W 29th Street, Greeley.

September 4, 2019
Page 2

Background on process
Each of the towns and cities of Ault, Eaton, Evans, Greeley, and Hudson, as well as the Board of County Commissioners, may appoint one (1) representative to a nominating committee to select seven (7) library board members. The City of Fort Lupton and Weld County School District RE-8 is deemed to be an establishing body, for purposes of removal and ratification of library district trustees; but *combined* shall send only one (1) representative to the HPLD trustee selection committee.

Attached you will find a copy of the application form to be completed by potential candidates. In addition to applications received through public notices, you may offer nominations as well. As you consider your nomination, please consider these points for appointment to the High Plains Library District Board of Trustees.

- The Board currently meets at least one Monday a month, in the evenings.
- Though attendance at board meetings is a first concern, a trustee must also assume a sense of personal involvement and be willing to give extra time and effort to special library projects and committee meetings.
- In addition, several Trustees may be required to serve on the HPLD Foundation Board of Directors. As per the Foundation bylaws, there shall be no less than seven (7) and no more than nine (9) directors, of which a majority of must be HPLD Trustees.
- A dedication to cooperate in providing quality library service throughout the district is imperative.

Executive Director, Dr. Matthew Hortt, 970-506-8563, will be glad to answer any questions the candidates might have concerning service on the Board. We look forward to your assistance in filling this position.

Sincerely,
HIGH PLAINS LIBRARY DISTRICT BOARD OF TRUSTEES

Council Agenda Summary

September 17, 2019

Agenda Item Number 23

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Appointment of applicants to the Greeley/Weld Housing Authority, Museum Board, and Youth Commission

Summary:

Council appointment is needed to the above-mentioned boards and commissions due to vacancies and term expirations. Staff continues to actively recruit to fill all vacant positions.

Fiscal Impact:

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

Legal Issues:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Other Issues and Considerations:
Not applicable.

Applicable Council Goal or Objective:

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

Decision Options:

1) Appoint or reappoint the individuals to serve on applicable board or commission; or
2) Direct staff to re-advertise applicable vacancy.

Council's Recommended Action:
No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments:
Ballot
September 2019 Boards and Commissions Transmittal Summary

City of Greeley
Boards & Commissions
Appointment Ballot
September 17, 2019

Applicants for the boards and/or commission listed below are in alphabetical order
and recommendations from the interviewing team of Councilmembers are shown in bold.

********** BALLOT **********

Housing Authority	
3 Vacancies	
____	William Ackerson
____	**HOLLY DARBY (I)**
____	**MARK REICHERT**
____	**ANDREW TREVINO**
____	(Recruit For Additional Applicants)

Youth Commission	
1 Vacancy	
____	**AIDEN FLORES**
____	(Recruit For Additional Applicants)

Museum Board	
1 Vacancy	
____	**DAINA BUSTILLOS**
____	(Recruit For Additional Applicants)

(I) = Incumbent

Boards & Commissions Transmittal

September 6, 2019
Key Staff Contact: Jerry Harvey, Assistant City Clerk, 350-9746

Interview Date	*Council Interview Team*	*Council Appointment Date*
September 9, 2019	Councilmembers Smail and Suniga	September 17, 2019

Boards and Commissions Being Interviewed

- **Greeley/Weld Housing Authority**
- **Museum Board**
- **Youth Commission**

Council's Recruitment and Qualifications Policy
General recruitment efforts shall be made with special measures being taken to balance ward representation and attract minority and special population applicants. Generally, volunteers will be limited to serving on one board or commission at a time. (14.2. (c)(2) City Council, Policies and Protocol)

Demographic information of existing board members and any specialty requirements are contained within the attached Membership Rosters.

Legal Issues
The City Attorney's Office reviewed the applications and the attached memorandum addresses any potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Applicable Council Goal or Objective
Infrastructure & Growth – Establish the capital & human infrastructure to support & maintain a safe, competitive, appealing, and dynamic community.

Decision Options
1. Recommend candidates for appointment; or
2. Direct staff to re-advertise applicable vacancy.

Attachments
1. Interview Schedule
2. Conflict Memorandum from City Attorney's Office
3. Sample Ballot
4. Membership Rosters & Input from above mentioned Boards and Commissions
5. Applications of those being considered for interview and/or considered for appointment

Transmittal reviewed by: Roy Otto, City Manager   Betsy Holder, City Clerk

Council Agenda Summary

September 17, 2019

Agenda Item Number 24

Key Staff Contact: Doug Marek, City Attorney, 970-350-9755

Title:
Executive Session for the Purpose of Receiving Legal Advice Concerning Pending and Potential Litigation

Summary:
On September 10th four plaintiffs filed a complaint in federal district alleging that Greeley Municipal Code section 11.01.809, prohibiting any person from standing on a traffic median longer than is reasonably necessary to cross the street, violates the first amendment of the US Constitution by prohibiting expressive conduct. An executive session is recommended in order to confer with the City Attorney regarding responding to the law suit.

Recently the City Attorneys' Office became aware of a property title issue and potential litigation involving acquisition of the Bliss Property, Weld County Block, in Greeley. An executive session is recommended for the purpose of receiving legal advice from the City Attorney.

Decision Options:
The City Attorney is requesting that the City Council go into executive session in order to receive legal advice regarding pending and potential litigation.

Attachments:
None

Council Agenda Summary

September 17, 2019

Agenda Item Number 25

Title
Scheduling of Meetings, Other Events

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

Attachments
Council Meeting/Worksession Schedule
Council Meetings/Other Events Calendar

City Council Meeting Schedule

Current as of 9/10/2019

Date	Description	Staff Contact	
September 24, 2019 Worksession	2020 Operating Budget Presentation (Police, Fire, Community Development, Communications & Engagement, Economic Health and Housing and CDBG Annual Budget	Renee Wheeler	1.50
	My Greeley Campaign	Becky Safarik	0.50
October 1, 2019 Council Meeting	Resolution - Regional Interconnect and Water Service IGA with ELCO and NWCWD	Sean Chambers	Consent
	Ordinance - Intro - Pay Plan	Sharon McCabe	Consent
	Ordinance - Final - Issuance of Certificates of Participation for Fire Stations	Renee Wheeler	Regular
	Ordinance - Final - 2600 36th Avenue Rezone	Brad Mueller	Regular
	Ordinance - Intro & Public Hearing- 2020 Budget Adoption	Renee Wheeler	Regular
	Public Hearing to approve CDBG 2020 budget and 2020-2024 Consolidated Plan	Becky Safarik	Regular
	Energy Master Plan & Resolution for Adoption	Brad Mueller	Regular
	Transportation Masterplan Map Update & Resolution for Adoption	Joel Hemesath	Regular
October 8, 2019 Worksession			
October 15, 2019 Council Meeting	Resolution - Great Outdoors Colorado Grant Support for Balsam Park	Andy McRoberts	Consent
	Resolution - 2019 City Tax Levy Certification	Renee Wheeler	Consent
	Resolution - Adoption of Stormwater Fees for 2020	Joel Hemesath	Regular
	Ordinance - Final - 2020 Budget Adoption	Renee Wheeler	Regular
	Ordinance - Final - Pay Plan	Sharon McCabe	Regular
	Cyber Security and the City's Initiatives Pursuant to Maximizing Cyber Security (Non-action Item)	Scott Magerfleisch	Regular
	Board & Commission Appointments	Betsy Holder	Regular
October 22, 2019 Worksession	3rd Quarter CIP Update	Joel Hemesath	0.50
	Quarterly Financial Report	Renee Wheeler	0.50
November 5, 2019 Council Meeting	Cancel		
November 12, 2019 Transition Meeting	Swearing in of new Council (Special Meeting)		
November 19, 2019 Council Meeting	Ordinance - Intro - Amendments to the Greeley Municipal Code related to Fireworks	Mark Jones	Consent
	Board & Commission Appointments	Betsy Holder	Regular
November 26, 2019 Worksession			
December 3, 2019 Council Meeting	Resolution - 2020 Budget for the Greeley Downtown Development Authority	Renee Wheeler	Consent
	Resolution - Establishments of the Downtown Development Authority Tax Levy	Renee Wheeler	Consent
	Ordinance - Intro - Fifth Additional Appropriation	Renee Wheeler	Consent
	Ordinance - Intro - Triennial Review of Various Boards and Commissions	Betsy Holder	Consent
	Ordinance - Final - Amendments to the Greeley Municipal Code related to Fireworks	Mark Jones	Regular
December 10, 2019 Worksession			
December 17, 2019 Council Meeting	Ordinance - Final - Fifth Additional Appropriation	Renee Wheeler	Regular
	Ordinance - Final - Triennial Review of Various Boards and Commissions	Betsy Holder	Regular
	Board & Commission Appointments	Betsy Holder	Regular
December 24, 2019 Worksession	Cancel		
January 7, 2020 Council Meeting			
January 14, 2020 Worksession			
January 21, 2020 Council Meeting			

September 16, 2019 - September 22, 2019

September 2019

Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019

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

Monday, September 16

Tuesday, September 17

6:30pm - 7:30pm City Council Meeting (1001 11th Avenue)

Wednesday, September 18

7:30am - 8:30am Visit Greeley (Fitzsimmons)

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

Thursday, September 19

7:30am - 8:30am DDA (Casseday/Smail)

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

5:30pm - 8:00pm RSVP Required: Jobs of Hope Banquet (Zoe's Cafe & Events Center, 715 10th Street) - Council Master Calendar

Friday, September 20

Saturday, September 21

10:00am - 11:00am City Chat with Councilmember Suniga (TBD)

Sunday, September 22

September 23, 2019 - September 29, 2019

September 2019

Su	Mo	Tu	We	Th	Fr	Sa
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22	23	24	25	26	27	28
29	30					

October 2019

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Monday, September 23

11:30am - 12:30pm Greeley Chamber of Commerce (Gates)

6:00pm - 7:00pm Youth Commission (Smail)

Tuesday, September 24

7:00am - 8:00am FW: Greeley Dream Team Community Breakfast (DoubleTree at Lincoln Park, 919 7th Street) - CCO Scheduling

5:00pm - 6:00pm City Council Worksession (1001 11th Avenue)

Wednesday, September 25

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

Thursday, September 26

Friday, September 27

Saturday, September 28

Sunday, September 29

September 30, 2019 - October 6, 2019

September 2019

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

October 2019

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

Monday, September 30

Tuesday, October 1

6:30pm - 7:30pm City Council Meeting (1001 11th Avenue)

Wednesday, October 2

Thursday, October 3

7:00am - Poudre River Trail (Hall)

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

6:00pm - MPO (Gates/Casseday)

Friday, October 4

Saturday, October 5

Sunday, October 6

October 7, 2019 - October 13, 2019

October 2019

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		

November 2019

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

Monday, October 7

Tuesday, October 8

5:00pm - 6:00pm City Council Worksession (1001 11th Avenue)

Wednesday, October 9

Thursday, October 10

12:00pm - 1:00pm Government Agencies Meeting hosted by Aims Community College (Aims Community College (exact location TBD)) - Council Master Calendar

Friday, October 11

Saturday, October 12

Sunday, October 13

October 14, 2019 - October 20, 2019

October 2019

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		

November 2019

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

Monday, October 14

Tuesday, October 15

6:30pm - 7:30pm City Council Meeting (1001 11th Avenue)

Wednesday, October 16

7:30am - 8:30am Visit Greeley (Fitzsimmons)

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

Thursday, October 17

7:30am - 8:30am DDA (Casseday/Smail)

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

Friday, October 18

Saturday, October 19

10:00am - 11:00am City Chat with Councilmember Suniga (TBD)

Sunday, October 20

Council Agenda Summary

September 17, 2019

Agenda Item Number 26

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

Council's Recommended Action
A motion to approve the above authorizations.

Council Agenda Summary

September 17, 2019

Agenda Item Number 27

Title
Adjournment