City Council Agenda

October 01, 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.

9. Acceptance of the Report of the September 10, 2019, City Council Worksession
10. Approval of the City Council Proceedings of September 17, 2019
11. Consideration of a resolution authorizing the City to enter into an Intergovernmental Agreement for Potable Water Interconnect with North Weld County Water District and East Larimer County Water District
12. Consideration of a resolution authorizing the City to enter into an intergovernmental agreement between the City of Greeley and the State of Colorado, acting by and through the department of Public Safety for the benefit of the Division of Homeland Security and Emergency Management (DHSEM)
13. Introduction and first reading of an ordinance amending portions of the Greeley Municipal Code, Chapter 11.01, Part 8 (Traffic Code), as it relates to pedestrians

14. Introduction and first reading of an ordinance of the City of Greeley repealing and replacing Chapter 11.01.1420 of the Greeley Municipal Code regarding misuse of a wireless telephone

15. Introduction and first reading of an ordinance adopting the General and Seasonal/Hourly Employee Pay Plans for 2020

16. Consideration to approve a change order in the amount of $21,073.18 increasing the contract with AB Underground for the 71st Avenue Sheep Draw Trail project to $313,740.18

End of Consent Agenda

17. Pulled Consent Agenda Items

18. Public hearing and final 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

19. Consideration of a resolution concerning the proposed Certificates of Participation, Series 2019; authorizing the receipt of competitive bids for the Series 2019 Certificates, including the use of an electronic bidding system therefor; and prescribing certain details concerning such public sale of the Series 2019 Certificates

20. Public hearing and final reading of an ordinance to consider a change of zone from PUD (Planned Unit Development) to C-H (Commercial High Intensity) zoning for approximately 5.50 acres of property located at 2600 36th Avenue known as the 2600 36th Avenue – Gateway Self-Storage Rezone, and changing the official zoning map to reflect the same

21. Public hearing and introduction and first reading of an ordinance adopting the Budget for 2020

22. Public hearing to consider the 2020 Community Development Block Grant budget and 2020-2024 Consolidated Plan

23. Consideration of a resolution approving a Professional Services Agreement Retaining Keller Rohrback L.L.P. as Special Counsel and Authorizing Litigation for Claims Against Pharmaceutical Companies and Distributors

24. Scheduling of Meetings, Other Events

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

26. Adjournment

Council Agenda Summary

October 1, 2019

Agenda Item Number 1

Title
Call to Order

Council Agenda Summary

October 1, 2019

Agenda Item Number 2

Title
Pledge of Allegiance

Council Agenda Summary

October 1, 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

October 1, 2019

Agenda Item Number 4

Title
Recognitions and Proclamations

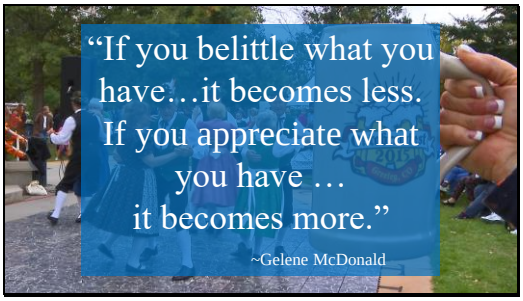
Summary
Councilmember Smail will present the What's Great about Greeley Report.

Mayor Gates will present the Government Finance Officers Association Distinguished Budget Award.

Attachments
October 1, 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

UNC alumna Connie Willis has been inducted into the Colorado Authors' Hall of Fame alongside notable authors Louis L'Amour, Stephen King and Madeline Albright. She is one of the most honored writers of the 80s and 90s and was featured in Greeley's *Greeley Unexpected* image campaign.

Slide 4

Congratulations to Greeley at-large Councilmember Stacy Suniga for being named to the state Regional Air Quality Control Council as a Weld County representative.

Slide 5

Monfort Elementary School Trailblazers have been awarded a National Healthy Schools Bronze award and were named to the 2019 list of America's Healthiest Schools by the Alliance for a Healthier Generation. They were the only school in Colorado to earn the award.

Slide 6

Greeley West's FFA program will send several members to compete at the National FFA Convention and Expo. Qualifiers include senior Katheryn Broderius, competing individually, who is a national finalist in the Food Products and Processing category and a team of students competing in the Agricultural Technology and Mechanical Systems category.

Slide 7

And, finally, congratulations to WeldWerks Brewing for making “The 13 Essential American Breweries of 2019” by Thrillist Food.

Slide 8

And that’s What’s Great about Greeley.

Council Agenda Summary

October 1, 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

October 1, 2019

Agenda Item Number 6

Title
Approval of the Agenda

Council Agenda Summary

October 1, 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	Dale Hall
CML - Other opportunities	As Available/Desired	

Council Agenda Summary

October 1, 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

October 1, 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 16 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

October 1, 2019

Agenda Item Number 9

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

Title:

Acceptance of the Report of the September 10, 2019, City Council Worksession

Summary:

A City Council Worksession was held on September 10, 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:

September 10, 2019 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
September 10, 2019

1. CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Mayor Gates, 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

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

4. 2020 PROPOSED BUDGET PRESENTATIONS

Renee Wheeler, Finance Director, reviewed the Finance Department's 2020 budget highlights, supplemental requests, total finance budget, budget by division, performance measures and provided a summary of her presentation.

Paul Fetherston, Assistant City Manager, reviewed the City Manager's Office 2020 highlights, supplemental request, total budget, budget by division, performance measures and provided a summary of his presentation.

Andy McRoberts, Culture, Parks, and Recreation (CPR) Director, reviewed the CPR Department's 2020 highlights, supplemental requests, supplemental requests, total budget, budget by division, performance measures and provided a summary of his presentation.

Joel Hemesath, Public Works Director, reviewed the Public Works Department's 2020 highlights, total budget, budget by division, stormwater operational overview, residential survey, 2020 – 2024 revenue projections, projected residential monthly bill, Fund 411 – Stormwater Operating fund, stormwater recommended projects and additions with approximate rate impacts, 2020 monthly average utility bill, performance measures and provided a summary of his presentation.

Sean Chambers, Water & Sewer Director, reviewed the Water & Sewer Department's 2020 highlights, water fund including supplemental requests, total operating budget, budget by division, performance measures, sewer fund including total operating budget, budget by division, and performance measures. He introduced Erik Dial, Utility Finance Manager, who reviewed the 2020 water and sewer rates including water budget rate structure, proposed water rate changes, proposed sewer rate changes, approximate residential 2020 bill comparison, plant investment fees, and provided a summary of his presentation.

5. FIRE STATION NOS. 2 & 6 NEW BUILDINGS UPDATE

Mr. Hemesath, reviewed the design and construction of Fire Station No. 2 including elevations, floor plans and building specifications that include more square footage than the current facility and will include three bays. He stated that current operations at Fire Station No. 2 would not be affected by construction as the old fire station will be demolished upon completion of the new fire station.

Mr. Hemesath went on to review the design and construction of Fire Station No. 6 including elevations, floor plans and building specifications that will include four bays and a community room. He reviewed a site map of the proposed site, landscaping plans and the consideration of adding a Police Substation space to the facility including the budget for the new facility and additional functions.

Councilmember Casseday stated that he understands the costs associated with a project of this size and that it seems appropriate to have an additional police substation, but he expressed his concern with projects such as this because it is his experience that as the project develops the scope grows.

It was noted that there will be some type of public art at Fire Station No. 6 and that an artist has been selected.

6. SCHEDULING OF MEETINGS, OTHER EVENTS

Mayor Gates noted that he will be out of town for the October 1, 2019, Council meeting.

Councilmember Casseday also noted that he will be out of town for the October 15, 2019, Council meeting.

7. ADJOURNMENT

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:13 p.m.

_____

Jessica Diagana, Assistant City Clerk

Council Agenda Summary

October 1, 2019

Agenda Item Number 10

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

Title:

Approval of the City Council Proceedings of September 17, 2019

Summary:

A meeting of the City Council was held on September 17, 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 17, 2019 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
September 17, 2019

1. Call to Order

Mayor John Gates called the meeting to order at 6:30 p.m., 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 John Gates and Councilmembers Robb Casseday, Michael Fitzsimmons, Dale Hall, Brett Payton, Jon Smail and Stacy Suniga.

4. Recognitions and Proclamations

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

5. Citizen Input

Steve Teets, Greeley resident, was present and spoke about the apartments going up along 8th Avenue. He again expressed concern about parking in this area since it is busy already with businesses and students.

Mario Carasco, Greeley resident and business owner, stated that Greeley is the only city in Northern Colorado that does not require testing and/or licensing for contractors. He stated that it is important to make sure that businesses are licensed to assure quality work and to protect our community and homeowners.

Mayor Gates thanked Mr. Carasco for his input and stated that he will share the information Mr. Carasco sent to Council with the appropriate City staff.

6. Approval of Agenda

The agenda was approved as presented.

7. Reports from Mayor and Councilmembers

Councilmember Hall reported that he attended his first Water Literate Leaders session in Fort Collins.

Mayor Gates welcomed students from the University of Northern Colorado Journalism Program who were in the audience; spoke of the SAVA Black Tie event coming up and that Councilmembers should let him know if they want to attend.

8. Petitions from Mayor and Councilmembers

There were no petitions offered from Councilmembers.

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

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

The Council action recommended was to accept the Report.

10. Approval of the City Council Proceedings of September 3, 2019

The Council action recommended was to approve the Proceedings.

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

The Council action recommended was to adopt the resolution. **(Resolution No. 37, 2019)**

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

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for October 1, 2019.

13. Introduction and first reading of an ordinance authorizing a Site Lease and ease 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

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for October 1, 2019.

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

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

14. Pulled consent agenda items

No items were pulled from the Consent Agenda.

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)

Eric Dial, Water & Sewer Deputy Director, reported that 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. He stated that 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.

He provided a review of the history of raw water requirements dating back to 1961 and offered some background of raw water.

Mr. Dial went on to state that 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. He reviewed the table for determining fees.

He advised that 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 12th Worksession, and the Water and Sewer Board recommended that City Council adopt an ordinance to codify these changes to Title 14 at their August 21st Board meeting. Additionally, some general cleanup was done of Title 14 to make it more relevant and cohesive while they were in there.

Mr. Dial advised that this ordinance was introduced at the September 3, 2019 Council meeting.

Mayor Gates opened the public hearing at 6:56 p.m.

Edwin Grant, Greeley resident, made note of W.D. Farr who put us in the position we are in now in terms of water and stated that he was a Pioneer.

There being no further public comments offered, Mayor Gates closed the Public Hearing at 6:59 p.m.

Councilmember Casseday stated that he has received positive feedback on this action and that the Department is on the right track with this one. He also expressed his agreement that Mr. Farr was a visionary.

Councilmember Casseday moved, seconded by Councilmember Payton to adopt the ordinance and publish it by reference to title only. The motion carried: 7-0 **(Ordinance No. 39, 2019)**

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

Joel Hemesath, Public Works Director, reported that the City Public Works Department owns a parcel of real estate located at 1215 16th Avenue and stated that the property, which includes a vacant residential structure, was purchased in 2018 for the purposes of improving storm water infrastructure on and around the property. The storm water improvements were completed in 2019 and consisted of widening the storm channel on the western portion of the property. The property was re-platted 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.

Mr. Hemesath advised that this Ordinance was introduced at the September 3, 2019 Council meeting.

In response to a question from Councilmember Smail, Mr. Hemesath stated that the construction improvements are complete and the property is ready to sell. He added that in the last two rain events, there were no issues.

Mayor Gates opened the public hearing at 7:05: p.m., and no comments were offered.

Councilmember Smail moved, seconded by Councilmember Hall to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 **(Ordinance No. 40, 2019)**

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

Robert Miller, Budget & Compliance Manager, reported that this is the fourth additional appropriation ordinance modifying the 2019 budget totaling $7,425,605.00

He went on to review the appropriation funding sources to appropriate donations and contributions, grant dollars, and insurance reimbursements, and then noted that this ordinance was introduced at the September 3, 2019 Council meeting.

Mayor Gates opened the public hearing at 7:19 p.m., and no comments were offered.

Councilmember Fitzsimmons, seconded by Councilmember Suniga to adopt the ordinance and publish it by reference to title only. The motion carried: 7-0 **(Ordinance No. 41, 2019)**

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]

Mike Garrot, Planning Manager, asked Council to continue this item to the December 3, 2019 City Council Meeting.

Doug Marek, City Attorney, advised that the Public Hearing should be opened as it was publicized.

Mayor Gates opened the public hearing at 7:20 p.m.

Steve Teets, Greeley resident, asked if the Public Hearing portion of this item would continue to December 3, 2019, and the Mayor confirmed that it would.

There being no additional public comments, Mayor Gates closed the Public Hearing at 7:21 p.m.

Councilmember Fitzsimmons moved, seconded by Councilmember Hall to continue the public hearing and final reading to December 3, 2019. The motion carried: 7-0

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 144.67-acre parcel, and changing the official zoning map to reflect the same

Mr. Garrot asked that Item No. 20 be included in this presentation since they are companion items. He reported that 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. He stated that the City, as applicant, is requesting to add a fire station, proposed Fire Station #6, and school uses, which currently are not listed allowed uses within the PUD.

He then reviewed the criteria to be considered with this type of request and noted that the Planning Commission considered the requests on September 10, 2019, and unanimously recommended approval to the City Council.

Mayor Gates opened the public hearing at 7:30 p.m.

Steve Teets, Greeley resident, expressed concerns that the community has said that the city should not be going so far out west and that transportation and water are a concern to this area.

There being no additional public comments, Mayor Gates closed the Public Hearing at 7:32 p.m.

Councilmember Casseday moved, seconded by Councilmember Suniga to find 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 approve the rezone. The motion carried: 7-0

Councilmember Casseday moved, seconded by Councilmember Payton to adopt the ordinance and publish it by reference to title only. The motion carried: 7-0 **(Ordinance No. 42, 2019)**

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

Mayor Gates opened the public hearing at 7:35 p.m.

Steve Teets, Greeley resident, stated that when talking about the schools, the District is already having trouble getting bus drivers out there, so transportation will be an issue.

Mayor Gates noted that this is in the Windsor School District.

Councilmember Suniga moved, seconded by Councilmember Fitzsimmons to find 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, is approved. The motion carried: 7-0

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

Betsy Holder, City Clerk, reported that this agenda item will open a discussion of the Council's meeting structure and offers alternatives which are intended to make optimal and efficient use of City resources and Councilmembers' time.

She stated that 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.

She advised that 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.

Ms. Holder stated that 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.

She highlighted the review of the past two and half years revealed that the meeting duration was typically two hours or less, approximately 77% of all meetings, both work sessions and Council meetings, are 2 hours or less, and 23% are more than 2 hours.

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, she noted, 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, Ms. Holder stated that 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.; 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.; 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.

Ms. Holder concluded by stating that 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. She shared that 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.

Mayor Gates expressed his belief that this proposal is exceptionally ill-timed and shared that the 5:00 p.m. start time is problematic already.

Councilmember Smail wondered about televising Worksessions in an effort to be more transparent to the community.

Councilmember Payton stated that a 5:00 p.m. start time is hard and that he is very busy and his time fills up fast as he was considering eliminating Worksessions.

Councilmember Hall expressed some consideration for Option #3 but with a start time of 5:30 p.m. which would be a bit of a compromise. He also expressed a preference for Councilmebers to continue presenting the What's Great about Greeley Report at the meetings.

Councilmember Casseday stated that he will defer to the rest of Council since he is term limited. He also stated that he did not like the idea of taking away the reading of the What's Great about Greeley Report from Councilmembers.

Councilmember Suniga stated that the earlier time start may be a challenge and wants to see Council continue to be transparent. She expressed a preference for continuing to read the What's Great about Greeley report at Council Meetings but liked the idea of sharing it on social media platforms as well.

Councilmember Smail also wondered about a new option that would include one Worksession a month rather than two.

Councilmembers generally appeared to prefer the status quo.

22. Appointment to the High Plains Library District Nominating Committee

Councilmember Hall moved, seconded by Councilmember Casseday to appoint Councilmember Suniga to the High Plains Library District Nominating Committee. The motion carried: 7-0

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

Greeley/Weld Housing Authority	Holly Darby Mark Reichert Andrew Trevino
Museum Board	Daina Bustillos
Youth Commission	Aiden Flores

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

Councilmember Payton moved, seconded by Councilmember Casseday to move into Executive Session immediately following this meeting in order to receive legal advice regarding pending and potential litigation. The motion carried: 7-0

25. Scheduling of meetings, other events

Roy Otto, City Manager, reported that there are not items scheduled for November 5th and that December 24th is a City holiday, so he recommended that both meetings be cancelled.

Councilmember Hall moved, seconded by Councilmember Fitzsimmons to cancel the November 5, 2019, meeting and the December 24, 2019, Council Meetings. The motion carried: 7-0

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

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

27. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 8:19 p.m., and the Council moved into Executive Session as noted in Item No. 24 above. The Executive Session adjourned at 8:57 p.m.

_____

John Gates, Mayor

_____

Cheryl Aragon, Deputy City Clerk

Council Agenda Summary

October 1, 2019

Agenda Item Number 11

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

Title:

Consideration of a resolution authorizing the City to enter into an Intergovernmental Agreement for Potable Water Interconnect with North Weld County Water District and East Larimer County Water District

Summary:

The proposed Intergovernmental Agreement (IGA) lays out the terms and conditions between Greeley and East Larimer County Water District (ELCO) and North Weld County Water District (NWCWD) regarding the shared design and construction of a new municipal grade potable water interconnect, the ongoing maintenance and operations of two existing potable water interconnects, and the maintenance and operation of the new interconnect. The IGA also provides for the exchange of water infrastructure and operations data needed for design and operations. The IGA outlines the methodology for requesting and paying for treatment and delivery of potable water through any of the subject interconnections and defines the specific requirements and criteria for requesting services. The proposed IGA offers Greeley greater resiliency, more accuracy for water taken and delivered via an interconnect, and greater assurance of potable water supply through unforeseen emergency events.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	$170,000
What is the annual impact?	Varies, depending on need for water treatment services hereunder, future CIP to infrastructure, and unforeseen emergencies
What fund of the City will provide Funding?	406 Water Replacement Fund
What is the source of revenue within the fund?	Water Rates
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

The City Attorney's Office worked closely with Water & Sewer Staff developing the terms of the intergovernmental agreement and advising on the appropriate legal language and protections. The enclosed resolution has been reviewed by the City Attorney's Office.

Other Issues and Considerations:
None.

Applicable Council Priority and Goal:
Infrastructure and Growth – Public Health Infrastructure

Safety

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 and Exhibits
PowerPoint

CITY OF GREELEY, COLORADO
RESOLUTION NO. _____, 2019

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR POTABLE WATER INTERCONNECT WITH NORTH WELD COUNTY WATER DISTRICT AND EAST LARIMER COUNTY WATER DISTRICT.

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

WHEREAS, in accordance with Greeley Municipal Code § 2.07.040, the City of Greeley ("Greeley") has the authority to enter into cooperative or joint activities with other governmental bodies by intergovernmental agreement; and

WHEREAS, North Weld County Water District, East Larimer County Water District (collectively "Districts"), and Greeley previously entered into that certain Potable Water Intergovernmental Agreement on September 27, 2018, which expired on November 15, 2018 ("2018 IGA") and is attached hereto as Exhibit B; and

WHEREAS, Greeley and Districts are neighboring water providers that have a continuing common interest in obtaining high-quality potable water in sufficient quantities to meet the present and future needs of their citizens and service areas during times of emergency and operational need; and

WHEREAS, in addition to their own needs and demands, Greeley and Districts from time to time may have excess capacity to treat raw water for one another; and

WHEREAS, Greeley and Districts wish to cooperate with one another by operating interconnections and providing temporary service between their respective water treatment and distribution systems in order to meet the needs of their respective customers; and

WHEREAS, Greeley and Districts will continue to own their raw water supplies, each relying upon the yield of its own supply to provide the raw water necessary for treatment; and

WHEREAS, Greeley and Districts desire to exchange engineering and operational data in furtherance of the design, construction, operation, repair, and maintenance of a new interconnection; and

WHEREAS, Greeley and Districts desire to exchange engineering and operational data in furtherance of the operation, repair, and maintenance of two extant interconnections; and

WHEREAS, Greeley and Districts are agreeable to entering into a long-term contract ("2019 Interconnect IGA") for the treatment of potable water during times of emergency and operational need; and

WHEREAS, Greeley and Districts have reduced their understandings, and the terms and conditions of the 2019 Interconnect IGA, to writing; and

WHEREAS, it is in the best interest of the citizens of Greeley for the parties to enter into the 2019 Interconnect IGA.

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

Section 1. The City Council hereby approves the 2019 Interconnect IGA, attached hereto and incorporated herein as Exhibit A, and authorizes the appropriate City officials to execute the same.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make minor revisions to the 2019 Interconnect IGA before execution, provided the material substance remains unchanged, and authorizes City staff to perform all terms and conditions contemplated by the 2019 Interconnect IGA upon its final execution.

Section 3. This resolution shall become effective immediately upon its passage and signature.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF _____, 2019.

THE CITY OF GREELEY, COLORADO

Attest:

By:_____ Mayor

By:_____ City Clerk

EXHIBIT A TO CITY COUNCIL RESOLUTION

INTERGOVERNMENTAL AGREEMENT FOR

POTABLE WATER INTERCONNECT

BETWEEN THE CITY OF GREELEY, COLORADO

AND NORTH WELD COUNTY WATER DISTRICT

AND EAST LARIMER COUNTY WATER DISTRICT

This INTERGOVERNMENTAL AGREEMENT FOR POTABLE WATER INTERCONNECT ("Agreement") is entered into as of ____ day of _____, 2019 ("Effective Date"), by and between **THE CITY OF GREELEY,** Colorado, a home rule municipality ("Greeley") and **NORTH WELD COUNTY WATER DISTRICT, acting by and through the North Weld County Water District Enterprise** ("North Weld") and **EAST LARIMER COUNTY WATER DISTRICT, acting by and through the East Larimer County Water District Water Activity Enterprise** ("ELCO"), water activity enterprises of special districts organized under Title 32, Article 1, Colorado Revised Statutes (jointly, "Districts") (Greeley and the Districts are collectively referred to as "Parties" and individually as "Party").

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

WHEREAS, in accordance with Greeley Municipal Code § 2.07.040, Greeley has the authority to enter into cooperative or joint activities with other governmental bodies by intergovernmental agreement; and

WHEREAS, Greeley and Districts previously entered into that certain Potable Water Intergovernmental Agreement dated September 27, 2018, which expired on November 15, 2018 ("2018 IGA"); and

WHEREAS, Greeley and the Districts are neighboring water providers and believe it to be in the best interest of all Parties and their constituents to provide for an interconnection between their respective potable water treatment and distribution systems to facilitate potential cooperation in treating and delivering water in the event of a disruption of water service adversely impacting any Party as a result of emergencies and/or operational disruptions; and

WHEREAS, Greeley and Districts wish to cooperate with one another in the design, construction, operation, repair, and maintenance of an additional shared interconnection, as set forth more fully below; and

WHEREAS, Greeley and Districts desire to reduce their understandings, and the terms and conditions of this Agreement, in writing as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, and in further consideration of the mutual covenants contained herein, Greeley and each of the Districts agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:

A. Authorized Representative: With respect to the Districts, the Managers thereof or other responsible party having authority to authorize the sale or purchase of water and, with respect to Greeley, the Director of Water & Sewer or any employee designated by the Director of Water & Sewer to authorize the sale or purchase of water under this Agreement.

B. Bellvue Treatment Plant: The water treatment plant owned by Greeley located in Bellvue, Colorado.

C. C-BT Unit: One (1) unit of Colorado-Big Thompson Project water available under an allotment contract with the Northern Colorado Water Conservancy District.

D. Confidential Information: All engineering and operational data provided by any Party to any other Party in connection with this Agreement whether conveyed orally, observed visually, or reduced to a tangible or electronic medium, such as written, computerized, graphic, photographic, video and/or audio recording, where said data constitutes or contains details of a Party's water treatment, transmission, and/or distribution infrastructure, including specific engineering, vulnerability, detailed design information, protective measures, emergency response plans or system operational data that would be useful to a person in planning an attack on critical infrastructure but that does not simply provide the general location of such infrastructure. "Confidential Information" shall not include information: (i) already known to the Receiving Party (defined below) without restriction on use or disclosure prior to receipt of such information from the Disclosing Party (defined below); (ii) that is or becomes generally known to the public by means other than breach of this Agreement by or wrongful act of the Receiving Party; (iii) created or developed by the Receiving Party independently of and without reference to the Disclosing Party's Confidential Information; or (iv) received by the Receiving Party from a third party who has no obligation to the Disclosing Party to maintain confidentiality.

E. Delivery Point: The location of a physical interconnect between the Greeley Potable Water System and the Districts' Potable Water System at which a Providing Party delivers potable water to the Requesting Party regardless of whether such delivery point is at the Mason Interconnect, the Mulberry Interconnect or the Lemay Interconnect.

F. Delivery Request: A request submitted under Section 5 by the Requesting Party to the Providing Party for Water Treatment Services and delivery of potable water to the Delivery Point.

G. Disclosing Party: The Party disclosing Confidential Information.

H. Districts' Potable Water System: Districts' Water Treatment Plant(s), potable water transmission systems, potable water distribution systems, potable water storage systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water.

I. Emergency Disruption: An unplanned shut-down of all or a part of a Requesting Party's Potable Water System due to emergency circumstances, including, but not limited to: (i) emergency upgrades, repairs or maintenance; (ii) incapacitation or interruption in the Requesting Party's ability to provide potable water service to its own customers because of unanticipated damage to the Requesting Party's raw water supply infrastructure, raw water supply source or the Requesting Party's Potable Water System; and (iii) unanticipated threatened or actual imminent danger to human health or the environment because of damage to the Requesting Party's raw water supply infrastructure, raw water supply source or the Requesting Party's Potable Water System.

J. Engineering Data:

i. Existing schematics, data, know-how, and other information reasonably necessary for the proper operation, maintenance, and repair of the Mason Interconnect, Mulberry Interconnect and Lemay Interconnect.

ii. Existing and future schematics, data, know-how, and other information reasonably necessary for the proper design and construction of the Mason Interconnect.

iii. Existing or future schematics, data, know-how, and other information that the Parties voluntarily elect to exchange between themselves related to either the Greeley Potable Water System and/or the Districts' Potable Water System.

K. Greeley Potable Water System: Greeley's Water Treatment Plant(s), potable water transmission systems, potable water distribution systems, potable water storage systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water.

L. Lemay Interconnect: The existing piping, valves and related infrastructure connecting ELCO's twenty-four (24) inch water line with the twenty-seven (27) inch water line of Greeley located approximately one hundred (100) feet east of the intersection of North Lemay Avenue and Conifer Street, in Fort Collins, Colorado, as generally depicted upon **Exhibit A** attached hereto and incorporated herein by reference.

M. Mulberry Interconnect: The existing piping, valves and related infrastructure connecting North Weld's twenty-four (24) inch water line with the 27-inch water line of Greeley located near the intersection of Summit View Drive and Mulberry Street, in Fort Collins, Colorado, as generally depicted upon **Exhibit B** attached hereto and incorporated herein by reference.

N. Mason Interconnect: The piping, valves, meter vault and related infrastructure to be installed connecting Greeley's 60-inch water line and the Districts' 42-inch water line approximately ninety (90) feet west of the intersection of North Mason Street and Pinon Street in Fort Collins, Colorado, as generally depicted upon **Exhibit C** attached hereto and incorporated herein by reference.

O. Operational Disruption: A planned shut-down of all or part of a Requesting Party's Potable Water System under non-emergency circumstances, including, but not limited to: (i) non-emergency upgrades, repairs or maintenance; (ii) incapacitation or interruption in the Requesting Party's ability to provide potable water service to its own customers because of anticipated damage or impairment to the Requesting Party's raw water supply infrastructure, raw water supply source or the Requesting Party's Potable Water System; and (iii) future danger to human health or the environment because of anticipated damage or impairment to the Requesting Party's raw water supply infrastructure, raw water supply source or the Requesting Party's Potable Water System.

P. Other Water: A physical supply of water yielded pursuant to any water rights, contractual entitlements to water, mutual ditch company shares, ditch company shares, ditch rights, other direct flow rights, reservoir rights, other storage rights, plans for augmentation, substitute water supply plans, interruptible water supply agreements, alternative transfer mechanisms, or combination of the above, which:

   i. is not a C-BT Unit; and

   ii. under the terms and conditions of a water court decree, substitute water supply plan, interruptible water supply agreement, alternative transfer mechanism, or other administrative or judicial process, is legally available for: a) treatment at the Providing Party's Water Treatment Plant(s); b) transmission through the Providing Party Potable Water System to the Delivery Point; c) distribution from the Delivery Point throughout the Requesting Party Potable Water System; e) use within the Requesting Party's service area and the Providing Party's service area; and d) is of suitable quality in the judgment of the Providing Party.

Q. Providing Party: The "Providing Party" as defined in Section 5(A) below.

R. Providing Party Potable Water System: The Providing Party's Water Treatment Plant(s), potable water transmission systems, potable water distribution systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water

S. Receiving Party: The Party receiving Confidential Information.

T. Requesting Party: The "Requesting Party" as defined in Section 5(A) below.

U. Requesting Party Potable Water System: The Requesting Party's Water Treatment Plant(s), potable water transmission systems, potable water distribution systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water

V. Soldier Canyon Filter Plant: The water treatment plant owned by the Soldier Canyon Water Treatment Authority located in Fort Collins, Colorado.

W. Water Treatment Plant: The Bellvue Treatment Plant, Soldier Canyon Filter Plant or other water treatment facilities, as applicable, of the Providing Party providing treated water to the Requesting Party.

X. Water Treatment Services: The Providing Party's act of treating the Requesting Party's raw water, as provided under this Agreement, and delivering the resultant potable water to the Requesting Party through a Delivery Point(s)

2. INTENT OF AGREEMENT. The Parties acknowledge that the purpose of this Agreement is to provide for the design, installation, operation, maintenance, repair of and payment for the Mason Interconnect, and the operation, maintenance, repair, and cost sharing for the Lemay, and Mulberry Interconnect to facilitate future potential cooperation of the Parties in the event of an Emergency Disruption and/or Operational Disruption to the water supply of any Party. However, no Party shall have any obligation to any other Party to provide potable water in the event of such Emergency Disruption and/or Operational Disruption unless authorized by an Authorized Representative of the Parties as set forth in Section 5 below. Notwithstanding the execution of this Agreement, the Parties acknowledge that the installation of the Mason Interconnect does not create an obligation among the Parties with respect to the use, treatment or delivery of water by one (1) Party to any other Party absent approval by an Authorized Representative of such Party pursuant to Section 5.

3. FEES, PAYMENT TERMS, AND CONSTRUCTION AND DESIGN OF INTERCONNECTS.

A. Unless otherwise mutually agreed upon in writing:

i. each Party shall be responsible for one-third (1/3) of the total expenses of designing, constructing, operating, repairing, and maintaining the common components of the Mason Interconnect. In addition, Greeley and North Weld shall each be responsible for one-half (1/2) of the total expenses of operating, repairing, and maintaining the common components of the Mulberry Interconnect and Greeley and ELCO shall each be responsible for one-half (1/2) of the total expenses of operating, repairing, and maintaining the common components of the Lemay Interconnect. To the extent that a Party has participated in the operation, repair and maintenance (but not the design or construction) of the three (3) Interconnects, such Party shall receive a credit for in-kind services, staff-time, labor, parts, components, and travel time provided by such Party against any expenses for operation, repair and maintenance of the Interconnects otherwise payable by such Party, with such credit to be established based upon such Party's customary rates for time and materials provided ("Service and Material Credit"). Any Party seeking a Service and Material Credit in lieu of a cash payment of an invoice for the operation, repair and maintenance of the Interconnects shall furnish to the other Parties a statement in reasonable detail outlining the time and materials provided by the Party seeking to receive such Service and Material Credit. In the event the Service and Material Credit of a Party shall exceed such Party's pro rata share of the cost of the operation, repair and maintenance of the Interconnects, the other Parties shall reimburse such Party on a pro rata basis the amount in excess of such Service and Material Credit which exceeded such Party's pro rata share of such expenses;

ii. Greeley shall be responsible at its sole expense for maintaining, repairing, and operating the infrastructure and components necessary for the delivery and metering of potable water from the Greeley Potable Water System to the Delivery Points;

iii. Districts shall be responsible at their sole expense for maintaining, repairing, and operating the infrastructure and components necessary for the delivery and metering of potable water from the Districts' Potable Water System to the Delivery Points;

iv. within one (1) year following the Effective Date of this Agreement, the Parties shall develop a written schedule for all three (3) Delivery Points detailing the type of maintenance required (*e.g.* telemetry testing, valve turning, record keeping for maintenance time, materials, labor, and costs, and meter calibration), timeline for conducting maintenance activities, required prior notice for maintenance and repair activities, and responsible Party or Parties for maintenance at each of the three (3) Delivery Points;

v. the acquisition of property interests, if any, shall be governed by separate written agreement; and

vi. promptly following receipt of invoices for expenses incurred in the design and construction of the Mason Interconnect, Greeley will invoice Districts for construction expenses and Districts will invoice Greeley for design expenses, in an amount equal to their respective pro rata share of such expenses; payment terms shall be net thirty (30) days following receipt of such invoice.

B. Greeley shall have decision-making authority, management, and control over the contractor(s) selected to construct the Mason Interconnect. Greeley shall make a good faith effort to incorporate feedback, suggestions, and input from Districts concerning construction of the Mason Interconnect and shall consult with the design engineer as appropriate during construction of the Mason Interconnect. Districts shall have decision-making authority, management, and control over the consultant selected to design the Mason Interconnect. Districts shall make a good faith effort to incorporate feedback, suggestions, and input from Greeley concerning design of the Mason Interconnect and shall consult with the construction contractor as appropriate during the design and construction of the Mason Interconnect. In the event the Parties reach an impasse concerning the design or construction of the Mason Interconnect, where said impasse has a monetary value in excess of ten percent (10%) of the total construction and design cost of the Mason Interconnect, within fifteen (15) days of reaching said impasse, each Party shall appoint one (1) representative and the three (3) representatives shall vote as to the preferred design and/or construction solution to the impasse. For the sake of avoiding delays in construction or design completion, the Parties agree to promptly instruct the design consultant and/or construction contractor, as appropriate, to implement the solution receiving a simple majority of the representatives' votes. If any Party desires a change in the design or construction of the Mason Interconnect that is solely for the operational benefit of that Party, and will not materially injure the rights or infrastructure of the other Parties, the Party desiring such a change may elect to pay one-hundred percent (100%) of the costs associated with such a change and proceed forward regardless of any

representative vote. Notwithstanding any provision in this Section 3(B), the Parties' rights to pursue any legal course of action shall not be relinquished, waived, abridged or curtailed.

C. In the event that Greeley sends written notice to Districts that it has determined that it is unable or unwilling to exercise its decision-making authority, management, and control over the construction of the Mason Interconnect, ELCO is designated by the Parties as an alternate to undertake such action, having the same authority as previously delegated to Greeley. Furthermore, in the event that ELCO determines that it is unable or unwilling to exercise decision-making authority, management, and control over the construction of the Mason Interconnect, North Weld is designated by the Parties as an alternate to undertake such action, having the same authority as initially delegated to Greeley.

D. The fee for the measured volume of potable water conveyed to a Party through a Delivery Point shall be one hundred five percent (105%) of the actual cost of treating the water at the Providing Party's Water Treatment Plant, based upon the Providing Party's reasonable and good faith determination of the cost per one thousand (1,000) gallons of water treated during the previous six (6) month period. The requirement for payment of one hundred five percent (105%) of the actual cost of water treatment by the Providing Party is equal to one hundred percent (100%) of the good faith determination of the cost of water treatment incurred by the Providing Party plus an additional allowance of five percent (5%) to cover delivery costs incurred by the Providing Party for the delivery of water to the Delivery Point for the Requesting Party.

E. In the event that Water Treatment Services are provided to a Requesting Party by a Providing Party pursuant to this Agreement for a period in excess of thirty (30) consecutive days, the Providing Party will send an invoice therefor to the Requesting Party at monthly intervals until the Providing Party terminates Water Treatment Services to the Requesting Party. In the event that Water Treatment Services are provided pursuant to this Agreement for a period less than thirty (30) consecutive days, the Providing Party will send an invoice therefor within thirty (30) days after the cessation of Water Treatment Services. The Requesting Party shall pay such invoices within thirty (30) days following its receipt thereof. The Parties agree not to invoice one another for water that delivered through a Delivery Point in connection with maintenance and repair activities.

F. The bi-directional water meters at any Delivery Point shall be operated and maintained so as to record both cumulative flow and, as needed, maximum hourly and maximum daily flow within the accuracy prescribed by current American Water Works Standards.

4. GRANT OF LICENSE. To the extent necessary to carry out the respective duties and obligations of the Parties under this Agreement, each Party ("Licensor") grants to the other Parties (each, a "Licensee") and their respective employees, agents, representatives, contractors and subcontractors, a limited, non-exclusive license to enter upon, occupy and use that part of the Licensor's property ("Licensed Area") necessary for the limited purpose of performing the obligations of the Licensees under this Agreement. As a condition to the exercise of the license herein granted, the Licensees and those acting under their authority shall undertake all safety precautions and other requirements in accordance with applicable local, state and federal laws, rules, regulations and directives, including, but not limited to:

i. The regulation of traffic flow in and out of the Licensed Area used by or on behalf of the Licensee.

ii. The obligation to comply with all rules and regulations of the municipality, county and state with respect to the use of the Licensed Area being utilized by or on behalf of the Licensee.

Each Licensor shall have the right to utilize the Licensed Area and authorize others to use the Licensed Area on a non-exclusive basis for all purposes which the Licensor determines necessary in connection with its ownership of the Licensed Area. The license granted hereunder shall be personal in nature and shall not be assignable by a Licensee in whole or in part, and any such purported assignment shall be void.

5. PROVIDING POTABLE WATER.

A. In the event that any one (1) or more Party(ies) (individually or jointly, a "Requesting Party") requests delivery from any one (1) or more Party(ies) (individually or jointly, a "Providing Party") and subject to final approval, as provided for in this Section 5, of an Authorized Representative of the Requesting Party and the Providing Party and any required consents or approvals from the Northern Colorado Water Conservancy District and/or providers of Other Water, the Requesting Party shall make available to the Providing Party at the Water Treatment Plant, C-BT Units in accordance with the rules and regulations of the Northern Colorado Water Conservancy District and/or providers of Other Water, which is acceptable to the Providing Party in its sole discretion, for the treatment and delivery by the Providing Party upon the following terms:

i. In the event of an Emergency Disruption in the water supply of a Requesting Party, the Delivery Request may be made verbally by an Authorized Representative of the Requesting Party and the delivery of potable water by the Providing Party may be authorized verbally by the Authorized Representative of the Providing Party, subject to the following:

a) As soon as reasonably practical following the determination of an Emergency Disruption, the Requesting Party shall provide such information as is then available to it, including, to the extent then known and available:

1) The daily volume of potable water requested and any anticipated fluctuations in such volume of water;

2) The anticipated time period of the Emergency Disruption;

3) The anticipated number of C-BT Units, Other Water or a combination of both, which is acceptable to the Providing Party in its sole discretion to be made available to the Providing Party for treatment at the Providing Party's Water Treatment Plant;

4) The designation of the Delivery Point desired for the delivery of potable water.

b) At its sole discretion, the Providing Party may provide Water Treatment Services in response to an Emergency Disruption Delivery Request. As soon as

reasonably practical following delivery of water pursuant to an Emergency Disruption, the Parties shall work together to create a written retroactive accounting of the raw water requirements of the measured volume of treated water delivered to the Requesting Party through the Delivery Point(s) and the total payments due to the Providing Party under Section 3(D) above.

ii. In the event of an Operational Disruption in the water supply of a Requesting Party, an Authorized Representative of the Requesting Party shall submit a preliminary Delivery Request ("Preliminary Delivery Request") to an Authorized Representative of the Providing Party as soon as reasonably possible prior to the occurrence of the Operational Disruption providing, to the extent then known and available, the following information:

a) The requested commencement date and time that the Requesting Party desires to receive water and the anticipated end date and time;

b) The circumstances causing the Operational Disruption;

c) The daily volume of potable water requested and any anticipated fluctuations in such volume of water;

d) The anticipated number of C-BT Units, Other Water, or both which is acceptable to the Providing Party in its sole discretion to be made available to the Providing Party for treatment at the Providing Party's Water Treatment Plant;

e) The designation of the Delivery Point desired for the delivery of potable water.

iii. Within ten (10) days following receipt of the Preliminary Delivery Request, the Providing Party shall respond with a preliminary Delivery Response ("Preliminary Delivery Response") as to whether it intends to deliver potable water to the Requesting Party from its Water Treatment Plant in accordance with the Preliminary Delivery Request.

iv. In the event the Delivery Point designated by the Requesting Party is the Mason Interconnect, the Providing Party and the Requesting Party shall notify a non-participating Party, if any, in order to address any potential impact which such water delivery may have upon the non-participating Party. In no event shall the delivery of water from the Mason Interconnect materially adversely affect the operation of the Potable Water System of the non-participating Party without the prior written consent of the non-participating Party.

v. The Parties acknowledge that it is to the mutual benefit of both the Providing Party and the Requesting Party to be notified of an Operational Disruption of water service of the Requesting Party at the earliest possible time prior to full and complete knowledge of all of the details associated with the Requesting Party's need for additional or supplemental water from a Providing Party. Consequently, the Requesting Party may modify its Preliminary Delivery Request and the Providing Party may modify its Preliminary Delivery Response from time to time as additional information becomes

available prior to the date upon which treated water is to be provided during the Operational Disruption. When the Requesting Party has sufficient details that it identifies its Delivery Request as "final" ("Final Delivery Request"), the Providing Party shall provide its final Delivery Response identified as "final" and not subject to further unilateral change ("Final Delivery Response"), whereupon, the Requesting Party and the Providing Party shall be bound by the terms and conditions of the Final Delivery Request and the Final Delivery Response.

vi. Notwithstanding the provisions of Section 5(A)(v), after the initiation of Water Treatment Services the Parties may extend, supplement, modify or otherwise change any aspect of Water Treatment Services by mutual written agreement in the case of Operational Disruptions and by mutual verbal agreement in the case of Emergency Disruptions. The Parties' Authorized Representatives shall have the authority necessary to enter into any such agreements.

B. Unless specifically authorized by the Providing Party, the Requesting Party shall not cause any water from the Requesting Party's Water System to flow into the Providing Party's Water System. Upon scheduled termination of Water Treatment Services, the Providing Party or the Requesting Party with the consent of the Providing Party shall shut off the physical interconnect at the Delivery Point.

6. RAW WATER REQUIREMENTS.

A. In the event the Requesting Party solely designates C-BT Units in the Delivery Request to satisfy its raw water requirements, the following provisions apply:

i. Subject to any required consents or approvals from, and in accordance with the Rules and Regulations of the Northern Colorado Water Conservancy District, the Requesting Party shall make available to the Providing Party at the Providing Party's Water Treatment Plant, raw water in the form of C-BT Units, in the amount of one-hundred ten percent (110%) of total volume of potable water to be delivered to the Delivery Point under the terms of the Final Delivery Response. This requirement is equal to one-hundred percent (100%) of the potable water delivered to the Delivery Point, plus an additional allowance of ten percent (10%) to account for shrinkage due to treatment and system delivery losses.

ii. The Requesting Party's act of making C-BT Units available at the Providing Party's Water Treatment Plant under this Agreement shall not be considered, nor constitute, a Section 131 Contract, a Temporary Use Permit, a permanent transfer of C-BT Units, or a permanent transfer of any other interest under an allotment contract with the Northern Colorado Water Conservancy District.

iii. Any fees related to making C-BT Units available at the Providing Party's Water Treatment Plant under this Agreement shall be the responsibility of the Requesting Party.

B. In the event the Requesting Party designates Other Water in the Delivery Request to satisfy its raw water requirements in whole or in part, and the Providing Party, in its sole discretion, accepts the designation of Other Water, the following provisions apply:

i. Subject to any required consents or approvals from water court, State Engineer's Office, or Division Engineer's Office governing the Other Water, the Requesting Party shall make available to the Providing Party at the Providing Party's Water Treatment Plant, raw water in the form of Other Water, in the amount of one-hundred ten percent (110%) of total volume of potable water to be delivered to the Delivery Point under the terms of the Final Delivery Response. This requirement is equal to one-hundred percent (100%) of the potable water delivered to the Delivery Point, plus an additional allowance of ten percent (10%) to account for shrinkage due to treatment and system delivery losses.

ii. The Requesting Party's act of making Other Water available at the Providing Party's Water Treatment Plant under this Agreement shall not be considered, nor constitute, a sale or permanent transfer of the water rights, contractual entitlements to water, mutual ditch company shares, ditch company shares, ditch rights, other direct flow rights, reservoir rights, other storage rights, plans for augmentation, substitute water supply plans, interruptible water supply agreements, alternative transfer mechanisms, or combination of the above that underlie the Other Water.

iii. Any fees related to making Other Water available at the Providing Party's Water Treatment Plant under this Agreement shall be the responsibility of the Requesting Party.

C. In the event the Requesting Party designates a combination of Other Water and C-BT Units in the Final Delivery Request to satisfy its raw water requirements, then the provisions of Sections 6(A) and 6(B) shall both apply, except for the following modification: the total volume of raw water to be made available to the Providing Party at the Providing Party's Water Treatment Plant shall cumulatively equal one-hundred ten percent (110%) of total volume of potable water to be delivered to the Delivery Point under the terms of the Final Delivery Response.

7. WATER QUALITY. The treated water delivered to the Delivery Point by the Providing Party shall be potable water of a quality which complies with all applicable federal and state laws and regulations regarding water quality.

8. FORCE MAJEURE.

A. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence, and that by its nature and despite the exercise of reasonable due diligence and foresight, was unforeseeable by such Party or if unforeseeable was unavoidable.

B. Such excusable events shall not include a Party's financial inability to cover any cost or make any payment required under this Agreement.

C. Such excusable events may have natural or man-made causes, and include, without limitation, the following examples: floods; earthquakes; storms; lightening; fire; epidemics; embargoes; riots; labor disturbances; acts of terrorism; riots; failure of the Providing Party Potable Water System notwithstanding the provisions of Section 10(A); breach of a construction contract by a third party; or restraint by a court order.

D. The Party unable to perform due to an excusable event will use all diligent efforts to end the event and ensure that the effects of any event are minimized. During the excusable event, the non-affected Party may suspend its obligations until such time as the affected Party resumes performance.

9. ENGINEERING DATA EXCHANGE.

A. Within ninety (90) days after the effective date of this Agreement, the Parties shall exchange with one another those categories of Engineering Data defined under Sections 1(J)(i) and (ii) which are reasonably necessary for the proper design, construction, operation and maintenance of the Mason Interconnect and the operation, maintenance and repair of the Mulberry Interconnect and Lemay Interconnect. In addition, the Parties may exchange such additional Engineering Data as they determine to be mutually beneficial to the Parties.

B. The Parties agree that any Engineering Data exchanged under this Section 9 constitutes Confidential Information pursuant to Section 1 and shall be subject to the confidentiality provisions of Section 11.

10. TERM OF AGREEMENT. The term of this Agreement shall continue indefinitely unless terminated as provided below.

11. CONFIDENTIAL INFORMATION.

A. The Receiving Party agrees:

i. not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party at any time without the prior written consent of the Disclosing Party, provided however that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants, contractors, and legal advisors who have a need to know, who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section;

ii. to take all reasonable precautions to protect Confidential Information from unauthorized access and accidental disclosure, including, without limitation, all measures the Receiving Party takes with respect to its own Confidential Information;

iii. not to use the Disclosing Party's Confidential Information for any purpose except as permitted under this Agreement;

iv. to use the Disclosing Party's Confidential Information only for the purposes of performing its obligations under this Agreement and to allow contractors and consultants to use the Disclosing Party's Confidential Information only to the extent necessary to assist the Receiving Party in performing its obligations under this Agreement; and

v. to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of the Disclosing Party.

B. If the Receiving Party receives a request under law for the Disclosing Party's Confidential Information, the Receiving Party shall notify the Disclosing Party. Furthermore, the Receiving

Party shall provide reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

C. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party will reasonably attempt to provide:

   i. prompt notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy;

   ii. reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure; and

   iii. if, after providing such notice and assistance as required herein, the Receiving Party remains legally required to disclose any Confidential Information, the Receiving Party will disclose no more than the portion of the Confidential Information the Receiving Party is legally required to disclose.

D. The Parties are political subdivisions, as that term is defined in the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq*. As such, the Parties are subject to the Colorado Open Records Act. To the extent compliance with the Colorado Open Records Act is in conflict with the obligations of the Parties under this Section 9, a Party's compliance with the Colorado Open Records Act will not be considered a breach of this Agreement. To the extent a Party holds information that the other Party is required to disclose pursuant to the Colorado Open Records Act, the holding Party agrees to cooperate with the other Party to comply with such disclosure requirements.

E. The Parties acknowledge that a breach of this Section may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation. Notwithstanding the provisions of Section 14, the Parties agree that in the event of an actual or threatened breach of this Section, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies will not be deemed to be exclusive but will be in addition to all other remedies available at law or in equity.

12. LIMIT OF OBLIGATIONS AND NO RIGHTS IN EITHER WATER SYSTEM.

A. The Greeley Potable Water System and Greeley's non-potable water conveyance and storage infrastructure are assets of the Greeley Water Enterprise, as established under Section 17-1 of the Greeley City Charter and Section 14.04.050 of the Greeley City Code. An enterprise is defined under Article X, Section 20 of the Colorado Constitution. Accordingly, all of the aforementioned are owned by the citizens of Greeley. Similarly, the Districts Potable Water System, Districts' non-potable water conveyance and storage infrastructure, and the Districts' transmission and treatment systems are owned by the citizens of Districts.

B. Districts specifically acknowledges and agrees that it acquires no rights nor ownership in the Greeley Potable Water System as a result of the water treatment service under this Agreement. Greeley specifically acknowledges and agrees that it acquires no rights nor ownership in the Districts Potable Water System as a result of the water treatment service under this Agreement. No Party shall, by reason of any provision in this Agreement or use of water hereunder or otherwise, acquire any vested or adverse right, in law or in equity, in the water rights or water

systems of the other Party. Neither the assignment, use, rental, nor license of Other Water or C-BT Units by any Party, nor costs covered or payments made under Section 3, shall be deemed to initiate, create, or vest any rights or ownership by either Greeley or Districts in the other Party's water rights or systems. Further, no Party shall assert or claim any vested rights to continued service, other than as established by the terms of this Agreement.

C. This Agreement does not obligate any Party to provide Water Treatment Services to any other Party and the decision to provide Water Treatment Services shall be at the sole discretion of the Providing Party.

D. Notwithstanding any term in this Agreement to the contrary, under no circumstances shall the Providing Party be required to undertake capital improvements to the Providing Party Potable Water System in order to provide potable water to the Requesting Party under this Agreement. However, in the event Greeley desires that meters be installed on the Mulberry Interconnect and the Lemay Interconnect to measure the volume of water transferred from the Districts' Potable Water System to the Greeley Potable Water System, the Districts shall in good faith consider the feasibility of the installation of such meters, provided that the cost for such design and installation shall be borne solely by Greeley inasmuch as the Mulberry Interconnect and the Lemay Interconnect are not bi-directional and are primarily intended for delivery of water to the Greeley Potable Water System and not to the Districts' Potable Water System.

13. NOTICE.

A. Except for the provisions of Section 5(A)(i)(a) and Section 5(A)(vi) to the extent it applies to Emergency Disruptions, all notices, requests, responses, consents, claims, demands, waivers, and other communications under this Agreement will be in writing and will be deemed to have been given:

i. on the date and at the time of delivery if delivered personally to the party to whom notice is given;

ii. on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is given, or attempted to be given, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed;

iii. on the date and at the time shown on the facsimile if telecopied, provided that receipt thereof is acknowledged by the intended recipient thereof;

iv. on the date and at the time shown on the electronic mail (email) if emailed, provided that receipt thereof is acknowledged by the intended recipient thereof; or

v. on the date shown on the delivery acknowledgment provided by the courier if sent by a nationally-recognized overnight courier service that provides evidence of delivery.

B. Such notices must be sent to the Parties at the respective addresses, facsimile numbers, and e-mail addresses indicated below (or to updated contact information for a Party as specified in a notice given in accordance with this Section):

i. **City of Greeley**

1001 11th Avenue, 2nd Floor
Greeley, CO 80631
Attention: Water & Sewer Department
Email: adam.prior@greeleygov.com
Facsimile: 970-350-9805

With a copy to:

1100 10th Street, Suite 401
Greeley, CO 80631
Attention: Office of the City Attorney
Email: Aaron.Goldman@Greeleygov.com
Facsimile: 970-350-9763

ii. **North Weld County Water District**

32825 CR 39
P.O. Box 56
Lucerne, CO 80646
Attention: Eric Reckentine, Manager
Email: ericr@nwcwd.org
Telephone: (970) 356-3020
Facsimile: (970) 395-0997

With a copy to:

Hasler, Fonfara and Goddard LLP
125 S. Howes Street, 6th Floor (Zip Code: 80521)
P.O. Box 2267
Fort Collins, CO 80522
Attention: Joseph H. Fonfara
Email: JoeF@HFGLawfirm.com
Telephone: (970) 493-5070
Facsimile: (970) 493-9703

iii. **East Larimer County Water District**
232 S. Link Lane (Zip Code: 80524)
P.O. Box 2044
Fort Collins, CO 80522
Attention: Mike Scheid, Manager
Email: mikes@elcowater.org
Telephone: (970) 493-2044
Facsimile: (970) 493-1801

With a copy to:

Hasler, Fonfara and Goddard LLP
125 S. Howes Street, 6th Floor (Zip Code: 80521)
P.O. Box 2267
Fort Collins, CO 80522
Attention: Joseph H. Fonfara
Email: JoeF@HFGLawfirm.com
Telephone: (970) 493-5070
Facsimile: (970) 493-9703

14. TERMINATION.

A. In the event any Party fails to meet its obligations under this Agreement, such failure shall constitute a default of this Agreement and the non-defaulting Party(ies) may give notice of the perceived default. Any Party may cure an asserted default during the ninety (90) days immediately following the notice. Upon a mutually agreed upon cure in writing of an asserted default, this Agreement shall remain in full force and effect. Upon receipt of notice of perceived default, a defaulting Party may invoke the dispute resolution process described in Section 23.

B. If the default consists of the failure to design and/or construct the Mason Interconnect and after the ninety (90) day cure period described above, or after a mutually agreed upon written extension thereof, the non-defaulting party(ies) reasonably determine(s) that the default has not been cured, the non-defaulting party(ies) may terminate this Agreement. Except as provided in the preceding sentence, if any other default hereunder has not been cured within the ninety (90) day cure period described above, or after a mutually agreed upon written extension thereof, then any Party shall have the right to commence an action against the defaulting Party(ies) for specific performance or damages, or both.

C. Concerning Confidential Information, in the event this Agreement is terminated, the Disclosing Party shall have the right to require the destruction of Confidential Information in possession or control of the Receiving Party as set forth in this Section 14(C). Such right shall expire three (3) years after the termination of this Agreement. Upon written request by the Disclosing Party, the Receiving Party will, as soon as practicable but in no event later than one-hundred eighty (180) days, destroy, erase, or de-identify all Confidential Information in the Receiving Party's possession or control.

15. **NO INTEGRATED SYSTEM.** No term or condition of this Agreement or any Exhibits thereto shall be interpreted as creating an "integrated system" within the meaning of the Colorado Primary Drinking Water Regulations, 5 C.C.R. § 1002-11. This Agreement shall not be interpreted as creating an "integrated system" as that term is used in C.R.S. § 37-92-301(4)(b).

16. **NO PUBLIC UTILITIES COMMISSION CONTROL.** Each Party agrees that it shall not assert nor support any statement, policy, petition, rule making, or legislation that would attempt to subject the Districts or Greeley to the rate-making authority or jurisdiction of the Colorado Public Utilities Commission.

17. **GOVERNMENTAL IMMUNITY.** No term or condition of this Agreement or any Exhibits thereto shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections and limitations provided by common law or state statute, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*.

18. **NO THIRD PARTY BENEFICIARIES.** The terms and conditions of this Agreement, enforcement of the same, and any claim, suit, action, petition, or proceeding relating to such enforcement, are strictly reserved to the Parties. Nothing in this Agreement or any Exhibits thereto shall be construed or interpreted as giving or allowing any claim, suit, action, petition, or proceeding to any third party. It is the express intention of the Parties that any third party receiving any services or benefits under this Agreement shall be deemed at most an incidental beneficiary only.

19. **GOVERNING LAW AND VENUE.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Colorado. Any legal suit, action, or proceeding arising out of, related to, or resulting from this Agreement will be instituted exclusively in the 19th Judicial District of the State of Colorado located in the County of Weld, City of Greeley, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Any legal suit, action, or proceeding so commenced shall be maintained and remain exclusively in the aforementioned court and any courts having appellate jurisdiction over them.

20. **ENTIRE AGREEMENT.** This Agreement and any Exhibits thereto constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

21. **SEVERABILITY AND WAIVER.** If any term or condition of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or condition of this Agreement or invalidate or render unenforceable such term or condition in any other jurisdiction. Any single failure to exercise or partial exercise of any right, remedy, power, or privilege under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

22. **ASSIGNMENT.** No Party, without the prior written consent of the other Parties, may assign, transfer, or delegate any or all of its rights or obligations under this Agreement. No assignment

will relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing will be null and void. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

23. ALTERNATIVE DISPUTE RESOLUTION. Except as otherwise provided in Sections 3(B) and 3(C) above, in the event of a disagreement regarding the interpretation of any term or condition of this Agreement, the Parties agree to attempt resolution of such disagreement through negotiation, first at the staff level and second through the respective board of directors, Water Boards, and/or City Councils. Procedures for such negotiations shall be established by written mutual agreement at the time and may, with the concurrence of the Parties, involve the use of qualified outside mediators. Any resolution reached therefrom must be in writing and within the legal authority granted to each Party by their respective City Charter, organizational documents and applicable State law.

24. SURVIVAL. In addition to any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, the following Sections shall also so survive: 1, 11, 12, 13, 14, 15, 17, 18, 19, 20, 22 and 23.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have authorized and executed this Intergovernmental Agreement for Potable Water Interconnect as of the Effective Date first written above.

THE CITY OF GREELEY, COLORADO

ATTEST:

By: _____
Mayor

By: _____
City Clerk

WATER AND SEWER BOARD:

By: _____
Chairman

AS TO SUBSTANCE:

By: _____
City Manager

AS TO LEGAL FORM:

By: _____
City Attorney

AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

North Weld County Water District,
acting by and through the North Weld
County Water District Enterprise

By: _____

President

East Larimer County Water District,
acting by and through the East Larimer
County Water District Water Activity Enterprise

By: _____

President

EXHIBIT A

Depiction of Lemay Interconnect

[Attached on Following Page]

City of Greeley Water Transmission System
Depiction of Lemay Interconnect

City of Greeley Colorado

Water Main

- Parcels Larimer
- Water Main
- Air Release
- Gate
- Ball
- Blow Off
- Butterfly
- Fire Line
- Hydrant Valve
- Tapping

N W E S

0 250 500 Feet

COULTER
FOXTAIL
SITKA
MONTEREY
CONIFER
RENEGADE
LEMAY
STEEPLECHASE
STEEPLECHASE
LINDENWOOD
CLARK
27" Steel
Bellvue Line 3
Interconnect

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXHIBIT B

Depiction of Mulberry Interconnect

[Attached on Following Page]

City of Greeley Water Transmission System
Depiction of Mulberry Interconnect

City of Greeley Colorado

Parcels Larimer
Water Main
Water Main
Air Release
Gate
Ball
Blow Off
Butterfly
Fire Line
Hydrant Valve
Tapping

N
W E
S

0 250 500 Feet

Interconnect

27" Steel Bellvue Line 1

27" Steel Bellvue Line 3

27" Steel Bellvue Line 1

TIMBERLINE
LINCOLN
DELOZIER
FRONTAGE
MULBERRY
MULBERRY
FRONTAGE
COUNTRYSIDE
MAX
SUMMIT VIEW
SUMMIT
PLEASANT ACRES
CAIRNES
ERIC
JOANNE
ANDREA
RIVERBEND
RENE

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXHIBIT C

Depiction of Mason Interconnect

[Attached on Following Page]

City of Greeley Water Transmission System
Depiction of Mason Interconnect

City of Greeley Colorado

Parcels Larimer
Water Main
Water Main
Air Release
Gate
Ball
Blow Off
Butterfly
Fire Line
Hydrant Valve
Tapping

N
W E
S

0 250 500 Feet

HEMLOCK
MASON
PINON
COLLEGE
Approximate location of future interconnect
WOODLAWN
ALPINE
JEROME
OSIANDER
CAJETAN
PASCAL

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXHIBIT B TO CITY COUNCIL RESOLUTION

September 27, 2018

City of Greeley
Water and Sewer Department
Attention: Bob Neal
1001 11th Avenue, Second Floor
Greeley, CO 80631

RE: Agreement for the Treatment, Delivery and Payment for Water Provided to the City of Greeley in Relation to Bellvue Treatment Plant Shutdown October 3, 2018 through November 15, 2018

The City of Greeley approached both North Weld County Water District and East Larimer County Water District to discuss the possibility of purchasing water from the Districts during a period in which the City's Bellvue WTP will be off-line.

Following discussions, analysis and evaluations by both Districts (herein referred to as the "Providers"), it was determined that the Providers are in a position to accommodate the City's request of approximately nine (9) million gallons per day collectively between both Providers while the Bellvue WTP is off-line from October 3, 2018 through November 15, 2018 ("Term").

This document is intended to serve as an agreement between the City of Greeley (herein referred to as the "Purchaser") and the Providers for the treatment and delivery of water during the Term as described herein ("IGA"). The IGA sets the cost of such treated water to be paid by the Purchaser to the Providers at $2.48 per one thousand gallons provided by either Provider. Promptly following the expiration of the Term, each of the Providers will separately invoice the Purchaser for such treated water delivered to the Purchaser and the Purchaser shall pay the same to the invoicing Provider within thirty (30) days following receipt of such invoice.

The Providers shall act with reasonable diligence to provide the Purchaser with a constant and uninterrupted supply of treated water of the same quality produced for the Providers at the Soldier Canyon Filter Plant, during the Term in the amounts set forth herein, except for interruption or reductions due to: (1) uncontrollable forces; (2) operations or devices installed for water system protection which the Providers deem necessary or advisable; and (3) maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the opinion of the Providers, reasonably necessary. To the extent foreseeable, the Purchaser will be given reasonable advance notice of such interruptions or reductions.

Neither party shall be considered in default under this IGA if prevented from fulfilling any obligations by reason of Uncontrollable Forces. The term "Uncontrollable Forces" shall mean any cause beyond the reasonable control of the obligated party, including, but not limited to, failure or inadequacy of

facilities, demand limitations due to water usage by customers of the Providers, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, acts of terrorism, breach of construction contract by a third party or restraint by court or public authority, which by due diligence and foresight, such party could not have reasonably been expected to avoid. The term "Uncontrollable Forces" shall not include the failure to make any payment required by either party under the terms of this IGA. A party rendered unable to fulfill its obligation by reason of Uncontrollable Forces shall exercise reasonable due diligence to remove such inability with all reasonable dispatch. In no event shall the Providers be required to undertake capital improvements to their treatment and delivery system in order to provide potable water to the Purchaser pursuant to this IGA.

Subject to any required consents or approvals from the Northern Colorado Water Conservancy District, the Purchaser shall make available to the Providers, in accordance with the Rules and Regulations of the Northern Colorado Water Conservancy District, raw water for the treatment and delivery by the Providers described above, in the amount of one hundred and ten percent (110%) of the total potable water usage by the Purchaser prior to treatment ("Raw Water Requirement"). Approximately eight hundred fifty-two (852) acre feet of water in partial satisfaction of the Raw Water Requirement will be transferred on or before October 3, 2018, with the remaining Raw Water Requirement to be satisfied in full on or before November 1, 2018.

The requirement for the transfer of one hundred ten percent (110%) of the measured potable water usage is equal to one hundred percent (100%) of actual water usage by the Purchaser, plus an additional allowance of ten percent (10%) to cover estimated shrinkage in the volume of water delivered from the Soldier Canyon Filter Plant to the below-described delivery points. The Raw Water Requirement shall be provided by the Purchaser from its available Colorado-Big Thompson Project water supplies ("C-BT Supplies"). Any fees related to the transfer of the C-BT Supplies under this IGA shall be the responsibility of the Purchaser.

The delivery point for the treated water to be provided by North Weld County Water District from its twenty-four (24) inch water line to the Purchaser shall be at the existing interconnect located near the intersection of Summit View Drive and Mulberry Street in Fort Collins. The volume of water delivered by North Weld County Water District will be determined by reading the Soldier Canyon Filter Plant meter on its twenty-four (24) inch water line and subtracting water delivered from such twenty-four (24) inch water line to various users prior to the point of delivery described above. The delivery point for the treated water to be provided by East Larimer County Water District from its twenty-four (24) inch water line to the Purchaser shall be located approximately one hundred (100) feet east of the intersection of North Lemay Avenue and Conifer Street in Fort Collins. The volume of water delivered by East Larimer County Water District will be determined by reading the Soldier Canyon Filter Plant meter on its twenty-four (24) inch water line and subtracting water delivered from such twenty-four (24) inch water line to the Northern Colorado Water Association and another single three-four (3/4) inch domestic water service, both of which are the only parties connected to such twenty-four (24) inch water line prior to the point of delivery described above. All water meter readings for the Providers shall be made upon first delivery of treated water by each of the Providers to the Purchaser and shall again be read at the point in time at which water service to the Purchaser is terminated.

The following signatures validate this IGA for the Treatment, Delivery and Payment for Water by and between the Purchaser and the Providers.

CITY OF GREELEY

Signature: _____

Name: Roy Otto

Title: City Manager

EAST LARIMER COUNTY WATER DISTRICT

Signature: _____

Name: Mike Sherd

Title: General Manager

NORTH WELD COUNTY WATER DISTRICT

Signature: _____

Name: _____

Title: _____

The following signatures validate this IGA for the Treatment, Delivery and Payment for Water by and between the Purchaser and the Providers.

CITY OF GREELEY

Signature:

Name: Roy Otto

Title: City Manager

EAST LARIMER COUNTY WATER DISTRICT

Signature:

Name:

Title:

NORTH WELD COUNTY WATER DISTRICT

Signature:

Name:

Title:

Greeley-ELCO-NWCWD IGA for Potable Water Interconnect

October 1, 2019

Value of the Proposed IGA

- **Potable Water Interconnections Create Value for Greeley and Promote Regional Cooperation:**
  - Governs the Construction of a New Municipal Grade Metered Interconnect
  - Resiliency Through Operations of Interconnects with the Bi-Districts
    - Potable Supply Redundancy and Resiliency
    - Emergency Response Coordination
    - Operational Flexibility for Major Maintenance Activities
    - Potential Operational Efficiency

Need for Interconnect IGA

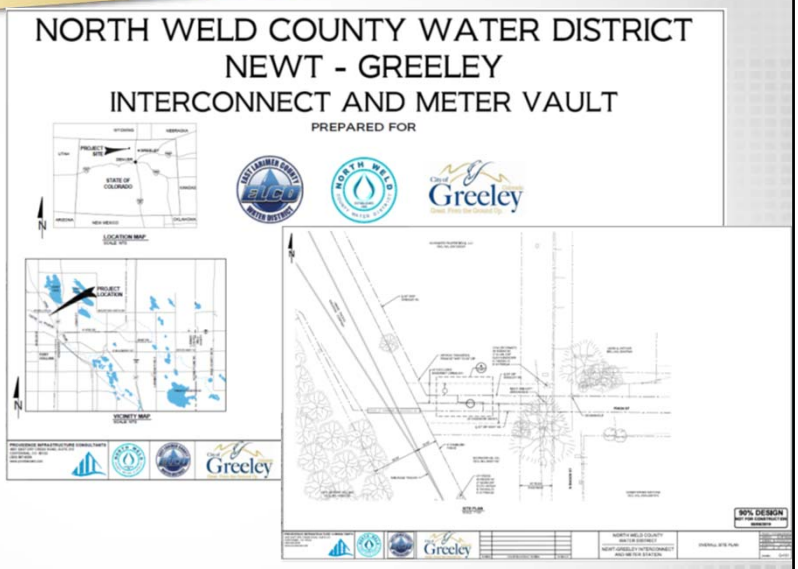
- **Water & Sewer Dept. requires authorization for coordinated operations of interconnections with the Bi-Districts**
  - IGA will serve the need for delivery of potable water through interconnections during routine major maintenance of water treatment plants, reservoir outlets, river diversions, transmission mains, and other key infrastructure
    - **Examples: 2019 Bellvue water filter tie-in shutdown; or 2020 Horsetooth Reservoir Outlet Gate Maintenance**
  - The IGA is also very important for managing emergencies that may be related to source water quality (fire, flood, chemical spill in the river, etc.) or potential infrastructure failures
    - Predetermined methodology for requesting water service, operating, and billing

Structure of Interconnect IGA

- **Core Aspects of IGA:**
  1. Construction of New Interconnect with Meter Station
     - Cost sharing for design and construction of the Mason Interconnect
  2. Maintenance and Repair of Existing Interconnects and New Interconnect
     - Sharing maintenance and repair expenses for Lemay, Mulberry, & Mason Interconnects
  3. Process for Requesting & Paying for Potable Water
     - Specific requirements and criteria are set forth for how to request treatment services for raw water, deliver potable water through interconnects, and pay for said services
  4. Engineering Data Exchange
     - Process laid out for sharing engineering data on new and existing interconnects, with confidentiality protections
     - Ability to confidentially share further data and explore more efficient operations

New Metered Municipal Interconnection CIP Project

- New Interconnect to be known as 'Mason' (at Mason St. and Pinon St. north of Ft. Collins)
- Would connect large potable water transmission lines owned by Greeley, ELCO, and NWCWD
- Mason Interconnect and Meter Station project cost split at 1/3 each for Greeley, NWCWD & ELCO
  - *Approx. Capital $165K per utility*



Attributes of the Potable Water IGA

IGA governs the requests, use, billing and maintenance of all interconnects

- *Lemay* interconnects Greeley's 27" Main with ELCO's 24" Potable Main
- *Mulberry* interconnects Greeley's 27" Main with NWCWD's 24" Potable Main
- *Mason* proposes to interconnect Greeley's 60" Main with the NWCWD's 42" Potable Main

- Each request for treatment and delivery should contain specific operational criteria and shall be evaluated by the Providing Party prior to authorization
  - Acceptance of request is at the sole discretion of the providing party
  - Available treatment, conveyance and financial capacities are all potential criteria for evaluation by the providing party

Interconnections Between Greeley and the Districts

1. Mason (yet to be constructed)
2. Lemay
3. Mulberry

Terms of Use for Providing Potable Water via Interconnects

- For a party to request treatment and delivery through one of the interconnections, they should provide the following to all parties:
  1. The proposed source of supply and its proposed location of diversion (must be legally available for diversion and delivery)
  2. The daily volume of potable water requested and any anticipated fluctuations in the volume
  3. The anticipated duration of the treat and delivery arrangement
  4. The anticipated amount of water, number of CBT Units or other supply units required for transfer to the treating party
  5. Designation of the delivery point (location of the interconnect)

Staff Summary and Recommended Action:

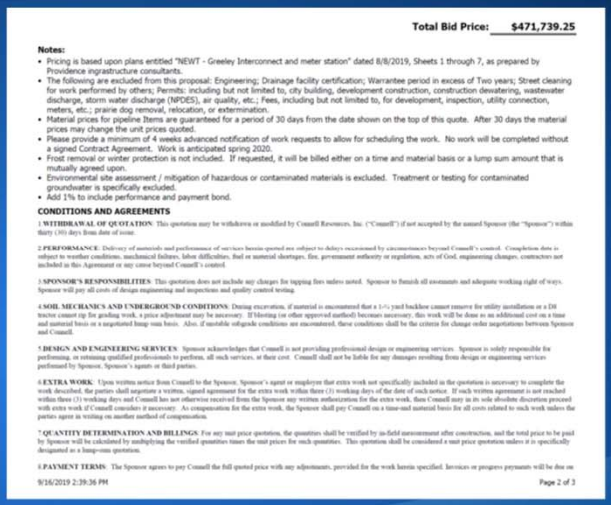
- The terms of the proposed agreement serve Greeley's needs and are appropriately protective
- Terms negotiated over the past 11 months with many iterative drafts shared among the parties and their attorneys to refine the terms and legal protections.
- Greeley W&S Board unanimously supported and recommended the IGA for approval by City Council

Recommend Approval of the Intergovernmental Agreement for Potable Water Interconnection

QUESTIONS?

Connell Resources Bid

- CMAR Bid Date 9/16/19 (Construction Manager at Risk)
- Price based upon 90% design drawings dated 8/8/19
- Total Bid Price $471,739.25
  - Easements and Permit are additional costs
- Greeley Project Manager: Chief Engineer, Adam Prior, PE



Total Bid Price: $471,739.25

Notes:

- Pricing is based upon plans entitled "NEWT - Greeley Interconnect and meter station" dated 8/8/2019, Sheets 1 through 7, as prepared by Providence ingrastructure consultants.
- The following are excluded from this proposal: Engineering; Drainage facility certification; Warrantee period in excess of Two years; Street cleaning for work performed by others; Permits: including but not limited to, city building, development construction, construction dewatering, wastewater discharge, storm water discharge (NPDES), air quality, etc.; Fees, including but not limited to, for development, inspection, utility connection, meters, etc.; prairie dog removal, relocation, or extermination.
- Material prices for pipeline Items are guaranteed for a period of 30 days from the date shown on the top of this quote. After 30 days the material prices may change the unit prices quoted.
- Please provide a minimum of 4 weeks advanced notification of work requests to allow for scheduling the work. No work will be completed without a signed Contract Agreement. Work is anticipated spring 2020.
- Frost removal or winter protection is not included. If requested, it will be billed either on a time and material basis or a lump sum amount that is mutually agreed upon.
- Environmental site assessment / mitigation of hazardous or contaminated materials is excluded. Treatment or testing for contaminated groundwater is specifically excluded.
- Add 1% to include performance and payment bond.

CONDITIONS AND AGREEMENTS

1.**WITHDRAWAL OF QUOTATION**: This quotation may be withdrawn or modified by Connell Resources, Inc. ("Connell") if not accepted by the named Sponsor (the "Sponsor") within thirty (30) days from date of issue.

2.**PERFORMANCE**: Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell's control. Completion date is subject to weather conditions, mechanical failures, labor difficulties, fuel or material shortages, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell's control.

3.**SPONSOR'S RESPONSIBILITIES**: This quotation does not include any charges for tapping fees unless noted. Sponsor to furnish all easements and adequate working right of ways. Sponsor will pay all costs of design engineering and inspections and quality control testing.

4.**SOIL MECHANICS AND UNDERGROUND CONDITIONS**: During excavation, if material is encountered that a 1½ yard backhoe cannot remove for utility installation or a D8 tractor cannot rip for grading work, a price adjustment may be necessary. If blasting (or other approved method) becomes necessary, this work will be done as an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unstable subgrade conditions are encountered, these conditions shall be the criteria for change order negotiations between Sponsor and Connell.

5.**DESIGN AND ENGINEERING SERVICES**: Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing, or retaining qualified professionals to perform, all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by Sponsor, Sponsor's agents or third parties.

6.**EXTRA WORK**: Upon written notice from Connell to the Sponsor, Sponsor's agent or employee that extra work not specifically included in the quotation is necessary to complete the work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the Sponsor any written authorization for the extra work, then Connell may in its sole absolute discretion proceed with extra work if Connell considers it necessary. As compensation for the extra work, the Sponsor shall pay Connell on a time-and material basis for all costs related to such work unless the parties agree in writing on another method of compensation.

7.**QUANTITY DETERMINATION AND BILLINGS**: For any unit price quotation, the quantities shall be verified by in-field measurement after construction, and the total price to be paid by Sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump-sum quotation.

8.**PAYMENT TERMS**: The Sponsor agrees to pay Connell the full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on

9/16/2019 2:39:36 PM Page 2 of 3

Council Agenda Summary

October 1, 2019

Agenda Item Number 12

Key Staff Contact: Dale Lyman, Fire Chief, 970-350-9511

Title:

Consideration of a resolution authorizing the City to enter into an intergovernmental agreement between the City of Greeley and the State of Colorado, acting by and through the department of Public Safety for the benefit of the Division of Homeland Security and Emergency Management (DHSEM)

Summary:

This is a Colorado Department of Public Safety, Division of Homeland Security and Emergency Management Performance 2019 contract designated as Project Award Number 19EM-20-67 in the amount of $30,000. Said Grant shall be effective when signed by the parties and terminate on December 31, 2019. This Grant provides for reimbursement of costs incurred by the City for the purposes of the grant retroactive to January 1, 2019. This EMPG Grant is the Federal and State's ongoing support of the City of Greeley's comprehensive emergency management program and enhances all-hazards emergency management planning/preparedness, mitigation, response and recovery capabilities.

The City has an annual budget for the Emergency Management program of $67,875. This program has been active and funded by the City and this ongoing grant for over thirteen years.

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?	Yes
If yes, does this grant require a match?	The amount required is currently budgeted
Is this grant onetime or ongoing?	Ongoing, as long as the State funding provides
Additional Comments:	

Legal Issues:

None.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:
Safety: Emergency Readiness and Response

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
Grant Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION NO. _____, 2019

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREELEY AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE DEPARTMENT OF PUBLIC SAFETY FOR THE BENEFIT OF THE DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM)

WHEREAS, the City of Greeley ("City")and the State of Colorado through the Department of Public Safety desire to enter into an intergovernmental agreement for the 2019 Emergency Management Performance Grant/Local Emergency Management Support (EMPG/LEMS); and

WHEREAS, said Grant is designated as Grant/Encumbrance #19EM-20-67 and is in the amount of $30,000 with the City providing matching funds through in-kind services performed by City employees; and

WHEREAS, the 2019 EMPG/LEMS is for the benefit of the City of Greeley' s emergency management activities, through the Greeley Fire Department' s Office of Emergency Management; and

WHEREAS, the parties have agreed to the terms and conditions of the Grant; and,

WHEREAS, it is in the best interest of the citizens of the City of Greeley to enter into said Grant agreement;

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

1. Section 1. The City Council hereby authorizes the City to enter into an intergovernmental agreement for the 2019 Emergency Management Performance Grant/Local Emergency Management Support (EMPG/LEMS), a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

PASSED AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2019.

ATTEST:

_____
City Clerk

THE CITY OF GREELEY, COLORADO

By: _____

Mayor

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

Dan Frazen, Emergency Manager
CITY OF GREELEY
1100 10th St., Suite 307
Greeley, CO 80631

August 30, 2019

Re: 2019 Emergency Management Performance Grant (EMPG) Award Letter – 19EM-20-67

Dear Mr. Frazen,

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to inform you that your application for funding pursuant to the 2019 Emergency Management Performance Grant (EMPG) Program is approved in the amount of **$30,000.00** (funding source: Federal Funds). Project funding award is based on the project description provided in the application and outlined in the following table:

Project Activity/Line Item	Federal Share	Required Non-Federal Local Share	Total Project
EMPG Activities	$30,000.00	$30,000.00	$60,000.00
Total Award Amount			**$30,000.00**

DHSEM will issue your grant award as a Small Dollar Grant Agreement (SDGA). The issuance of a SDGA functions like a 'purchase order' for requests for reimbursements (RFRs) in the State financial system, and **does not** require original signatures on a formal agreement from your approving authorities, as done in the past, in order to reduce unnecessary delays in processing formalized agreement documents and your awarded projects.

To issue the SDGA, DHSEM must receive the following up-to-date forms (included with this letter) submitted electronically to Esther Son, Esther.Son@state.co.us:

1. W-9
2. EFT form
3. Letter of Acceptance signed by Authorized Signatory (See attached)

After receiving the above mentioned required forms, DHSEM will issue the completed SDGA and terms and conditions for your grant award to you.

The period of performance for the 2019 EMPG SDGA is from **January 1, 2019** to **December 31, 2019**. All requests for reimbursements must cover work completed, or expenditures claimed, within this period of performance. Quarterly RFR and Progress Report submissions will continue to be submitted to your assigned Regional Field Service Manager.

For questions regarding your SDGA or the EMPG Program, please contact **Kevin Kuretich** at **(970) 290-5480** or **Kevin.Kuretich**@state.co.us, or E**sther Son** at **(303)239-4259** or **Esther.Son**@state.co.us.

Please feel free to contact me at (303) 239-4183 or Larisa.Cannon@state.co.us if you have further questions. Thank you for your assistance in managing this grant award.

Sincerely,

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

CC: File

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

Letter of Acceptance

Date:

Encumbrance Number:

Subrecipient Name:

Grant Name:

This letter serves as notification and acceptance of the Small Dollar Grant Agreement (SDGA) for the

Grant Name: in the amount of **$** issued by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (CDPS/DHSEM).

By signing below, the agency, in accordance with acceptance, acknowledges the receipt, review and concurrence of the provided terms and conditions, scope of work, and any additional requirements identified. Additionally, the following required documents are provided for issuance of the award through the State financial system and accompany this letter of acceptance:

1. Current *Request for Taxpayer Identification Number and Certification (W-9)* form
2. Current *Electronic Funds Transfer (EFT)* form

By signing and returning this letter, the undersigned holds authority to enter into, and understands and accepts all the terms and conditions outlined for the Small Dollar Grant Agreement referenced above.

By (Printed Name): _____

Title: _____

_____ Date: _____
*Signature

State Agency Department of Public Safety	**Grant Maximum Amount** $30,000.00
Grantee CITY OF GREELEY	**Grant Issuance Date** The later of January 1, 2019 or the date the State Controller or an authorized delegate signs this Grant Letter
Small Dollar Grant Agreement Number: Encumbrance #: 19EM-20-67 Subrecipient DUNS#: 112066225 Federal Award Identification # (FAIN): EMD-2019-EP-00006 Total Award of Federal Award: $6,241,339.00 Federal Award Date July 11, 2019 Name of Federal Awarding Agency DHS FEMA CFDA 97.042 Emergency Management Performance Grant Identification if the Award is for R&D: No	**Grant Expiration Date** **December 31, 2019** **Fund Expenditure End Date** **December 31, 2019** **Grant Authority** Federal Authority to enter into this Grant exists in the Homeland Security Act of 2002 through CFDA 97.042 and State Authority to enter this Grant exists in CRS §24-1-128.6.

STATEMENT OF WORK

1. **GENERAL DESCRIPTION OF THE PROJECT(S).**
   - **1.1 Project Description**. Work Plan – Grantee will carry-out and work diligently to complete the tasks in their annual work plan. These tasks are listed by Emergency Management Function in the work plan document and are part of the Annual EMPG/LEMS Program Application along with the Staffing Plan, Program Budget and other required forms. 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 Project expenses include the costs for salaries and benefits for Grantee's emergency manager and emergency management staff, travel, emergency management office operating costs, and the costs associated with, emergency management exercises, training and planning. Eligible project expenses are reimbursed upon submittal of the quarterly request for reimbursement form. The maximum reimbursement will not exceed 50% of project expenses. No more than 5% of this Grant may be used for Management and Administration (M&A) costs. Note: salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Additional specific eligible and ineligible cost information is listed in the 2019 EMPG program guidance now known as the "Notice of Funding Opportunity" (NOFO) at https://www.fema.gov/media-library/assets/documents/178513. All eligible expenses are listed in the budget agreement amount table §8 of this Statement of Work (SOW).
   - **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 _50_ % 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 Statement of Work.
3. **REPORTING REQUIREMENTS:**
   - **3.1 Quarterly Financial Status and Progress Reports**. The project(s) approved in this Grant are to be completed on or before the termination date stated on the Award Letter. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the

forms provided by the Colorado Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures 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
January –March	April 30
April – June	July 30
July – September	October 30
October – December	January 30

3.2 Final Reports: Grantee shall submit final financial status and 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 at least quarterly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Exhibit. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or 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 SOW Grant Representative:

CITY OF GREELEY
1100 10th St., Suite 307
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 S. Chester Street, Suite 575
Centennial, CO 80112
Larisa.Cannon@state.co.us

For Grantee:
Dan Frazen, Emergency Manager
CITY OF GREELEY
1100 10th St., Suite 307
Greeley, CO 80631
dan.frazen@greeleygov.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 Colorado 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 #19EM-20-67, 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 SOW. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period on the Responder Knowledge Base (RKB), 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 will or have purchased resources with grant funds provided through Colorado Division of Homeland Security and Emergency Management, must agree to participate in the State Emergency Management Resource program through the Colorado Resource Rate Form (CRRF) and update their availability status as requested.

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.

8. BUDGET AGREEMENT AMOUNT TABLE:

Project Activity/Line Item	Federal Share	Required Non-Federal Local Share	Total Project
EMPG Activities	$30,000.00	$30,000.00	$60,000.00
Total Award Amount			**$30,000.00**

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.

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes. Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**Award**" means an award by a Recipient to a Subrecipient; **(b)** "**Budget**" means the budget for the Work described in this Agreement; **(c)** "**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 CRS §24-11-101(1); **(d)** "**UCC**" means the Uniform Commercial Code in CRS Title 4; **(e)** "**Effective Date**" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f)** "**Federal Award**" means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g)** "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient; **(h)** "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i)** "**Matching Funds**" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j)** "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; **(k)** "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l)** "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) 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; and **(n)** "**Work**" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials. [*Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.*] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* 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. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. 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 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.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, of use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

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

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant 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, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement 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 Agreement.

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

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

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

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

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

23. Indemnification. [***Not Applicable to Inter-governmental agreements***] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then 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.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq*., 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, CRS §§24-30-1501, *et seq*. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

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

34. Choice of Law, Jurisdiction and Venue. [***Not Applicable to Inter-governmental agreements***] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [***Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services***] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

ADDENDUM 1:
Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b)** "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq*.; **(c)** "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d)** "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e)** "**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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f)** "**State Confidential Information**" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g)** "**State Fiscal Rules**" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h)** "**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; **(i)** "**State Records**" means any and all State data, information, and records, regardless of physical form; **(j)** "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k)** "**Work Product**" means the tangible and intangible results of the delivery of goods and performance of services, 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, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. 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 Agreement, 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.

F. 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. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. 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. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at http://oit.state.co.us/ois, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. 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, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq*.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Council Agenda Summary

October 1, 2019

Agenda Item Number 13

Key Staff Contact: Mark Jones, Police Chief, 970-350-9665

Title:

Introduction and first reading of an ordinance amending portions of the Greeley Municipal Code, Chapter 11.01, Part 8 (Traffic Code), as it relates to pedestrians

Summary:

This proposed ordinance repeals Greeley Municipal Code section 11.01.089, which prohibits pedestrians from remaining upon a median longer than is necessary to cross the street.

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?	None
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?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

The ordinance prohibiting pedestrians from standing or remaining on a median longer than necessary to cross the street was enacted in 2017 as a content-neutral measure intended to improve safety of pedestrians and motorists. Recent court decisions construing similar ordinances in other jurisdictions have called into question whether the ordinance provides adequate protections for persons' rights of free speech and expression. The Greeley Police Department and City Attorney are therefore recommending that Greeley Municipal Code section 11.01.089 be repealed and that the City conduct a traffic safety study to determine what measures the City might take in the future to better protect safety of pedestrians and drivers at intersections with medians.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

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

Decision Options:

1) 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 15, 2019.

Attachments:

Ordinance, Appendix A (Greeley Municipal Code section 11.01.089)

CITY OF GREELEY, COLORADO

ORDINANCE NO.____, 2019

AN ORDINANCE AMENDING PORTIONS OF THE GREELEY MUNICIPAL CODE, CHAPTER 11.01, PART 8 (TRAFFIC CODE), AS IT RELATES TO PEDESTRIANS.

WHEREAS, it becomes necessary to update the Greeley Municipal Code from time to time to address changes in the law and to align with City Council policy; and

WHEREAS, Chapter 11.01, Part I of the Traffic Code of the Municipal Code, which prohibits pedestrians from standing or remaining on medians for longer than necessary to cross the street, has been identified as needing such amendment.

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

Section 1. Greeley Municipal Code Chapter 11.01 (Traffic Code) is hereby amended by the repeal of section 11.01.809, in its entirety.

Section 2. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS____ DAY OF _____ , 2019.

ATTEST: **THE CITY OF GREELEY**

_____ _____

City Clerk **Mayor**

11.01.809 - ~~Pedestrians not to remain on medians.~~
RESERVED.

~~(a) No pedestrian may remain upon a median for longer than is reasonably necessary to cross the street.~~

~~(b) This section does not apply to persons maintaining or working on the median for the government which owns the underlying road or public right-of-way or for a public utility.~~

~~(c) This section does not apply to a street closed to vehicular traffic for the purposes of permitted activity on the street or roadway.~~

~~(d) A violation of this Section is a traffic infraction and shall be punishable under Chapter 1.32 of this Code.~~

Council Agenda Summary

October 1, 2019

Agenda Item Number 14

Key Staff Contact: Mark Jones, Police Chief, 970-350-9665

Title:

Introduction and first reading of an ordinance of the City of Greeley repealing and replacing Chapter 11.01.1420 of the Greeley Municipal Code regarding misuse of a wireless telephone

Summary:

The State of Colorado Legislature has issued a State Statute concerning the misuse of wireless mobile electronic devices while driving. The City must update the current Ordinance 10, to not be more/less strict that the State Law.

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?	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?	N/A
If yes, does this grant require a match?	N/A
Is this grant onetime or ongoing?	N/A
Additional Comments:	This does not create a fiscal impact; it adjusts reimbursements and responsibilities of affiliate outside agencies.

Legal Issues:

The Colorado legislature has declared the use/misuse of wireless telephones while driving to be an issue of statewide concern. The City is therefore preempted from enacting legislation that is different than the state law. This means that the City can't enact an ordinance that is more or less stringent than the state law. During the 2019 session, the legislature enacted SB 19-12 which amended the existing state statute regarding misuse of a wireless telephone while driving. The City now must amend our existing ordinance so it is the same as the state law.

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:
Public Safety

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 15, 2019.

Attachments:
Ordinance
Appendix

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2019

INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY OF GREELEY REPEALING AND REPLACING CHAPTER 11.01.1420 OF THE GREELEY MUNICIPAL CODE REGARDING MISUSE OF A WIRELESS TELEPHONE

WHEREAS, on April 19, 2016 the Greeley City Council passed Ordinance 10, 2016 regarding the misuse of wireless telephones while operating a motor vehicle;

WHEREAS, Ordinance 10, 2016 was identical to the Colorado State Statute located at Section 42-4-239 because the State has identified this as a matter of statewide concern and the City therefore is preempted by the State Statute on this matter; and

WHEREAS, on March 15, 2019, Senate Bill No. 12 was enacted by the Colorado Legislature concerning the use of mobile electronic devices while driving; and

WHEREAS, in order to be authorized to enforce a local ordinance on the subject matter of using a mobile electronic device while driving, the City must update its ordinance to be identical to the State Statute; and

WHEREAS, the Greeley Police Department has determined it is in the best interests of the citizens of the City of Greeley to adopt an ordinance identical to the State Statute in order to promote safe driving by continuing to enforce distracted driving laws and to enforce these laws through the Municipal Court.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GREELEY, COLORADO, AS FOLLOWS:

Section 1. Section 11.01.1420 of the City of Greeley Municipal Code is hereby repealed in its entirety.

Section 2. The City Council hereby adopts Section 11.01.1420 as set forth in Exhibit A attached hereto and incorporated herein by this reference.

Section 3. This Ordinance shall become effective five days following its final publication, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST: CITY OF GREELEY, COLORADO

_____ _____

City Clerk Mayor

EXHIBIT
A

CHAPTER 11.01.1420 – MISUSE OF A WIRELESS TELEPHONE.

(1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "EMERGENCY" MEANS A SITUATION IN WHICH A PERSON:

(I) HAS REASON TO FEAR FOR THE PERSON'S LIFE OR SAFETY OR BELIEVES THAT A CRIMINAL ACT MAY BE PERPETRATED AGAINST THE PERSON OR ANOTHER PERSON, REQUIRING THE USE OF A MOBILE ELECTRONIC DEVICE WHILE THE CAR IS MOVING; OR

(II) REPORTS A FIRE, A TRAFFIC ACCIDENT IN WHICH ONE OR MORE INJURIES ARE APPARENT, A SERIOUS ROAD HAZARD, A MEDICAL OR HAZARDOUS MATERIALS EMERGENCY, OR A PERSON WHO IS DRIVING IN A RECKLESS, CARELESS, OR OTHERWISE UNSAFE MANNER.

(b) "FIRST RESPONDER" MEANS:

(I) A PEACE OFFICER, AS DESCRIBED IN SECTION 16-2.5-101;

(II) A FIREFIGHTER, AS DEFINED IN SECTION 29-5-203;

(III) A VOLUNTEER FIREFIGHTER, AS DEFINED IN SECTION 31-30-1102; OR

(IV) ANY OTHER PERSON WHO RESPONDS IN A PROFESSIONAL CAPACITY 1 TO A PUBLIC SAFETY EMERGENCY.

(c) "HANDS-FREE ACCESSORY" MEANS AN ACCESSORY THAT ENABLES A PERSON TO USE A MOBILE ELECTRONIC DEVICE WITHOUT USING EITHER HAND, ALTHOUGH THE USE OF EITHER HAND MAY BE NECESSARY TO ACTIVATE, DEACTIVATE, OR INITIATE A FUNCTION OF THE MOBILE ELECTRONIC DEVICE.

(d) (I) "MOBILE ELECTRONIC DEVICE" MEANS A HANDHELD OR PORTABLE ELECTRONIC DEVICE CAPABLE OF PROVIDING AMUSEMENT, WIRELESS DATA, OR VOICE COMMUNICATION BETWEEN TWO OR MORE PERSONS, INCLUDING:

(A) A CELLULAR TELEPHONE;

(B) A BROADBAND PERSONAL COMMUNICATION DEVICE;

(C) A TWO-WAY MESSAGING DEVICE;

(D) A TEXT-MESSAGING DEVICE;

(E) A PAGER;

(F) AN ELECTRONIC DEVICE THAT CAN RECEIVE OR TRANSMIT TEXT
OR CHARACTER-BASED IMAGES, ACCESS OR STORE DATA, OR CONNECT TO THE INTERNET;

(G) A PERSONAL DIGITAL ASSISTANT;

(H) A LAPTOP COMPUTER;

(I) A COMPUTER TABLET;

(J) A STAND-ALONE COMPUTER;

(K) A PORTABLE COMPUTING DEVICE;

(L) A MOBILE DEVICE WITH A TOUCHSCREEN DISPLAY THAT IS DESIGNED TO BE WORN ON THE BODY;

(M) AN ELECTRONIC GAME;

(N) EQUIPMENT THAT IS CAPABLE OF PLAYING A VIDEO, TAKING PHOTOGRAPHS, CAPTURING IMAGES, OR RECORDING OR TRANSMITTING VIDEO; AND

(O) ANY SIMILAR DEVICE THAT IS READILY REMOVABLE FROM A MOTOR VEHICLE AND IS USED TO WRITE, SEND, OR READ TEXT OR DATA OR CAPTURE IMAGES OR VIDEO THROUGH MANUAL INPUT.

(II) "MOBILE ELECTRONIC DEVICE" DOES NOT INCLUDE AN APPROVED IGNITION INTERLOCK DEVICE, AS DEFINED IN SECTION 42-2-132.5.

(e) "OPERATING A MOTOR VEHICLE" MEANS DRIVING A MOTOR VEHICLE ON A PUBLIC HIGHWAY, BUT "OPERATING A MOTOR VEHICLE" DOES NOT MEAN MAINTAINING THE INSTRUMENTS OF CONTROL WHILE THE MOTOR VEHICLE IS AT REST IN A SHOULDER LANE OR LAWFULLY PARKED.

(f) "USE" MEANS TALKING ON OR LISTENING TO A MOBILE ELECTRONIC DEVICE OR ENGAGING THE MOBILE ELECTRONIC DEVICE FOR TEXT

MESSAGING, GAME PLAY, TAKING PHOTOS OR VIDEOS, OR OTHER FORMS OF MANUAL DATA ENTRY OR TRANSMISSION.

(2) EXCEPT AS SPECIFIED IN SUBSECTIONS (3) AND (7) OF THIS SECTION:

(a) A PERSON UNDER THE AGE OF EIGHTEEN SHALL NOT OPERATE A MOTOR VEHICLE WHILE USING A MOBILE ELECTRONIC DEVICE;

(b) A PERSON EIGHTEEN YEARS OF AGE OR OLDER SHALL NOT OPERATE A MOTOR VEHICLE WHILE USING A MOBILE ELECTRONIC DEVICE UNLESS THE USE IS THROUGH A HANDS-FREE ACCESSORY.

(3) IT IS NOT A VIOLATION OF THIS SECTION TO USE A MOBILE ELECTRONIC DEVICE WHILE DRIVING IF THE USE IS:

(a) TO CONTACT A PUBLIC SAFETY ENTITY; OR

(b) DURING AN EMERGENCY.

(4) (a) EXCEPT AS PROVIDED IN SUBSECTION (4)(b) OF THIS SECTION, A PERSON WHO VIOLATES SUBSECTION (2) OF THIS SECTION COMMITS A TRAFFIC INFRACTION. UPON CONVICTION:

(I) THE COURT MAY ASSESS A FINE UP TO FIFTY DOLLARS FOR A FIRST OFFENSE;

(II) THE COURT SHALL ASSESS A FINE OF ONE HUNDRED FIFTY DOLLARS FOR A SECOND OFFENSE; AND

(III) THE COURT SHALL ASSESS A FINE OF THREE HUNDRED DOLLARS FOR A THIRD OR SUBSEQUENT OFFENSE.

(b) A PERSON WHO VIOLATES SUBSECTION (2) OF THIS SECTION TO ENGAGE IN TEXT MESSAGING COMMITS A TRAFFIC OFFENSE AND, UPON CONVICTION, THE COURT SHALL ASSESS A FINE OF THREE HUNDRED DOLLARS.

(5) A LAW ENFORCEMENT OFFICER SHALL NOT CITE AN OPERATOR OF A MOTOR VEHICLE FOR A VIOLATION OF THIS SECTION UNLESS THE LAW ENFORCEMENT OFFICER SAW THE OPERATOR HOLD A MOBILE ELECTRONIC DEVICE. A LAW ENFORCEMENT OFFICER SHALL NOT CITE AN OPERATOR FOR THE ENHANCED PENALTY FOR USING A MOBILE ELECTRONIC DEVICE TO ENGAGE IN TEXT MESSAGING UNLESS THE LAW ENFORCEMENT OFFICER SAW THE OPERATOR ENGAGING IN TEXT MESSAGING ON A MOBILE ELECTRONIC DEVICE.

(6) THIS SECTION DOES NOT AUTHORIZE THE SEIZURE AND FORFEITURE OF A MOBILE ELECTRONIC DEVICE, UNLESS OTHERWISE PROVIDED BY LAW.

(7) THIS SECTION DOES NOT PROHIBIT:

(a) OPERATION OF AN AMATEUR RADIO STATION BY A PERSON WHO HOLDS A VALID AMATEUR RADIO OPERATOR LICENSE ISSUED BY THE FEDERAL COMMUNICATIONS COMMISSION;

(b) THE USE OF A MOBILE ELECTRONIC DEVICE BY A FIRST RESPONDER WHEN ACTING WITHIN THE SCOPE OF THE FIRST RESPONDER'S DUTIES;

(c) THE USE OF A MOBILE ELECTRONIC DEVICE BY A PROFESSIONAL ACTING WITHIN THE SCOPE OF THE PROFESSIONAL'S EMPLOYMENT IF THE USE IF REQUIRED BY THE PROFESSIONAL'S EMPLOYER AND NECESSARY FOR THE PERFORMANCE OF THE PROFESSIONAL'S DUTIES;

(d) THE USE OF A MOBILE ELECTRONIC DEVICE TO INTERACT WITH A MEDICAL DEVICE; OR

(e) THE USE OF A MOBILE ELECTRONIC DEVICE IN A MOTOR VEHICLE THAT IS AT REST IN A SHOULDER LANE OR LAWFULLY PARKED.

(8) A LAW ENFORCEMENT OFFICER SHALL NOT CITE A COMMERCIAL DRIVER FOR A VIOLATION OF THIS SECTION IF THE COMMERCIAL DRIVER IS CITED FOR A VIOLATION OF 49 CFR 392.82.

APPENDIX

11.01.1420 - Misuse of a wireless telephone.

(a) As used in this section, unless the context otherwise requires:

(1) *Emergency* shall mean a situation in which a person:

(i) Has reason to fear for such person's life or safety, or believes that a criminal act may be perpetrated against such person or another person requiring the use of a wireless telephone while the car is moving; or

(ii) Reports a fire, a traffic accident in which one (1) or more injuries are apparent, a serious road hazard, a medical or hazardous materials emergency or a person who is driving in a reckless, careless or otherwise unsafe manner.

(2) *Operating a motor vehicle* shall mean driving a motor vehicle on a public highway, but *operating a motor vehicle* shall not mean maintaining the instrument of control while the motor vehicle is at rest in a shoulder lane or lawfully parked.

(3) *Use* shall mean talking on or listening to a wireless telephone or engaging the wireless telephone for text messaging or other similar forms of manual data entry or transmission.

(4) *Wireless telephone* shall mean a telephone that operates without a physical, wireline connection to the provider's equipment. The term includes, without limitation, cellular and mobile telephones.

(b) No person under eighteen (18) years of age shall use a wireless telephone while operating a motor vehicle.

(c) No person eighteen (18) years of age or older shall use a wireless telephone for the purpose of engaging in text messaging or other similar forms of manual data entry or transmission while operating a motor vehicle.

(d) Subsection (2) or (3) of this Section shall not apply to a person who is using the wireless telephone:

(1) To contact a public safety entity; or

(2) During an emergency.

(e) (1) A person who operates a motor vehicle in violation of subsection (2) or (3) of this Section commits a traffic infraction pursuant to Section 1-32-010(e) of this Code.

(2) A second or subsequent violation of subsection (2) or (3) of this Section shall be considered a traffic offense pursuant to Section 1-32-010(d) of this Code.

(f) (1) An operator of a motor vehicle shall not be cited for a violation of subsection (2) of this Section unless the operator was under eighteen (18) years of age and a law enforcement officer saw the operator use a wireless telephone.

(2) An operator of a motor vehicle shall not be cited for a violation of subsection (3) of this Section unless the operator was eighteen (18) years of age or older and a law enforcement officer saw the operator use a wireless telephone for the purpose of engaging in text messaging or other similar forms of manual data entry or transmission.

(g) The provisions of this Section shall not be construed to authorize the seizure and forfeiture of a wireless telephone, unless otherwise provided by law.

(h) This Section does not restrict operation of an amateur radio station by a person who holds a valid amateur radio operator license issued by the Federal Communications Commission.

(Ord. 10, 2016 §1(Exh. A), 4-19-2016)

Council Agenda Summary

October 1, 2019

Agenda Item Number 15

Key Staff Contact: Sharon McCabe, Human Resources Director, 970-350-9714

Title:

Introduction and first reading of an ordinance adopting the General and Seasonal/Hourly Employee Pay Plans for 2020

Summary:

This ordinance authorizes the pay plans for general and seasonal/hourly employees for the fiscal year 2020 (January 1, 2020 through December 31, 2020). The adjustments to the pay ranges for the 2020 pay plan vary based on salary survey data by job family:

Pay Family Adjustments	
• Administrative Support	4.0%
• Labor Trade	4.0%
• Para-professional	7.0%
• IT	3.5%
• Professional/Manager	7.0%
• Executive	4.0%
• Public Safety (non-contract)	4.5%

The 2020 pay plan includes changes in position classifications that were added, eliminated or reclassified during calendar year 2019.

The 2020 pay plan is consistent with Council Compensation Philosophy to:

- Provide market competitive compensation to employees.
- Balance labor needs with the City's ability to pay (maintain fiscal responsibility).
- Be responsive to City priorities and individual department needs, while maintaining internal fairness and consistency.
- Place positions in pay ranges where midpoint of the range represents experienced market value for position.
- Give core public safety positions high priority.
- Give core leadership and key positions high priority.

The pay minimum level for seasonal and hourly positions has been increased to the new Colorado minimum wage of $12.00 (increase of 8% from $11.10 per hour in 2019).

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?	Total appropriations include in budget ordinance. General Employees:

	Merit - $1,122,149 Other - 336,823 Fire Union: 549,372 Police Association: 747,399 $2,755,743
What fund of the City will provide Funding?	As allocated in budget ordinance
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:

Other Issues and Considerations:

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

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

Council's Recommended Action:
A motion to introduce the ordinance and schedule the public hearing and final reading for October 15, 2019.

Attachments:
Ordinance
Pay Plan – Attachment A

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____ 2019

AN ORDINANCE ADOPTING THE GENERAL AND SEASONAL/HOURLY EMPLOYEE PAY PLANS FOR 2020.

WHEREAS, Section 3-15 of the Greeley City Charter requires the fixing of compensation to be by ordinance.

WHEREAS, City Council's previously adopted compensation philosophy was to:

- Balance labor needs with the City's ability to pay.
- Be responsive to City priorities and individual department needs, while maintaining fairness and consistency.
- Place pay range control points at the average of the survey market.
- Give core public safety positions high priority.
- Make exceptions as necessary such as:
    - When recruiting or retaining the desired level of talent in certain jobs is a sustained problem;
    - To address anomalies in alignment and other inconsistencies.

WHEREAS, the City of Greeley is interested in positioning the organization as an employer of choice in a very competitive employment market for retaining and recruiting the best and brightest employees. It has become apparent that salaries paid should be at the midpoint of the pay ranges to reflect the average market value of salaries, and

WHEREAS, the retention and recruitment of key leadership and professional positions is critical to ensuring that our organization can assist City Council with strategic visioning aspired to in the Imagine Greeley Comprehensive Master Plan and develop implementation plans to deliver services with operational excellence on behalf of the citizens of Greeley, Colorado in a growing and dynamic environment, and

WHEREAS, City Council wishes to amend the compensation philosophy to reflect changing economic and labor conditions as follows:

- Provide market competitive compensation to employees.
- Balance labor needs with the City's ability to pay (maintain fiscal responsibility).
- Be responsive to City priorities and individual department needs, while maintaining internal fairness and consistency.
- Place positions in pay ranges where midpoint of the range represents experienced market value for position.
- Give core public safety positions high priority.
- Give core leadership and key positions high priority.

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

Section 1. The employee pay plans, copies of which are attached hereto and incorporated herein as Appendix A, are hereby adopted.

Section 2. The amended compensation philosophy is hereby adopted.

Section 3. The ordinance shall become effective January 1, 2020.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2019.

ATTEST: THE CITY OF GREELEY, COLORADO

BY:_____ BY:_____

City Clerk Mayor

2020
City of Greeley
Pay Plan

ADMINISTRATIVE

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
AS10				$30,105.85	$32,363.79	$34,621.72	$36,879.66	$39,137.60
				$14.47	$15.56	$16.65	$17.73	$18.82
	1475	CLERICAL ASSISTANT	Non-Exempt					
	1458	CUSTOMER SVC REP	Non-Exempt					
AS20				$33,724.08	$36,253.38	$38,782.69	$41,311.99	$43,841.30
				$16.21	$17.43	$18.65	$19.86	$21.08
	1450	ACCOUNTING CLERK I	Non-Exempt					
	1444	ADMIN SPECIALIST I	Non-Exempt					
	1471	DATA PROCESSING CLERK	Non-Exempt					
	1453	FINANCE SERVICE SPC I	Non-Exempt					
	1375	RECREATION TECHNICIAN	Non-Exempt					
AS30				$36,275.12	$39,449.19	$42,623.26	$45,797.33	$48,971.41
				$17.44	$18.97	$20.49	$22.02	$23.54
	1452	ACCOUTING CLERK II	Non-Exempt					
	1445	ADMIN SPECIALIST II	Non-Exempt					
	1415	ASST TICKET OFFICE COORD	Non-Exempt					
	1416	COLLECTIONS REGISTRAR	Non-Exempt					
	1218	CONTRACT SPECIALIST I	Non-Exempt					
	1453	FINANCE SERVICE SPC II	Non-Exempt					
	1418	ASSISTANT MUSEUM CURATOR	Non-Exempt					
	1451	SALES TAX TECHNICIAN I	Non-Exempt					
	1431	STORMWATER TECHNICIAN	Non-Exempt					
	1365	TRAINING COORDINATOR	Non-Exempt					
	1468	TRAINING SPECIALIST	Non-Exempt					
	1404	TRANSIT SPECIALIST	Non-Exempt					
	1460	TRANSPORTATION DISPATCHER	Non-Exempt					
	1646	WATER SERVICE TECHNICIAN	Non-Exempt					
AS40				$39,979.34	$43,477.54	$46,975.73	$50,473.92	$53,972.12
				$19.22	$20.90	$22.58	$24.27	$25.95
	1427	COURT CLERK II	Non-Exempt					
	1302	CUSTOMER SERVICE SUPV	Non-Exempt					
	1457	POLICE RECORDS CLERK	Non-Exempt					
	1436	PROPERTY EVIDENCE TECH	Non-Exempt					
	1472	SALES TAX TECHNICIAN II	Non-Exempt					
	1425	SR ADMIN SPECIALIST	Non-Exempt					
	1437	WATER INVENTORY COORD	Non-Exempt					
AS50				$45,529.19	$50,082.11	$54,635.02	$59,187.94	$63,740.86
				$21.89	$24.08	$26.27	$28.46	$30.64
	1419	POLICE RECORDS SUPERVISOR	Non-Exempt					
	1357	OFFICE MANAGER	Non-Exempt					
	1359	PROPERTY EVID TECH SPVSR	Non-Exempt					

LABOR/TRADES

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
LT10				$29,925.46	$32,169.87	$34,414.28	$36,658.69	$38,903.10
				$14.39	$15.47	$16.55	$17.62	$18.70
	1662	FACILITY SERVICE WORKER	Non-Exempt					
LT20				$35,070.72	$37,701.02	$40,331.32	$42,961.63	$45,591.93
				$16.86	$18.13	$19.39	$20.65	$21.92
	1655	FACILITY TECHNICIAN	Non-Exempt					
	1650	FIELD SERVICES REP	Non-Exempt					
	1644	GRAFFITI REMOVAL TECH	Non-Exempt					
	1663	MAINTENANCE SERVICE ATTDT	Non-Exempt					
	1645	METER READER	Non-Exempt					
	1653	SR STAGE MANAGER	Non-Exempt					
LT30				$37,341.47	$40,608.85	$43,876.22	$47,143.60	$50,410.98
				$17.95	$19.52	$21.09	$22.67	$24.24
	1652	CREW LEADER - IG	Non-Exempt					
	1656	FACILITY SERVICE CREW LDR	Non-Exempt					
	1651	FORESTRY TECHNICIAN I	Non-Exempt					
	1632	METER SERVICES TECHNICIAN	Non-Exempt					
	1660	PARKING AMBASSADOR	Non-Exempt					
	1640	PARKS MAINTENANCE TECH I	Non-Exempt					
	1545	PLANT OPERATOR D	Non-Exempt					
	1628	WATER & SEWER MAINT TECH	Non-Exempt					
LT40				$40,763.35	$44,330.14	$47,896.93	$51,463.73	$55,030.52
				$19.60	$21.31	$23.03	$24.74	$26.46
	1642	BUS DRIVER	Non-Exempt					
	1620	EQUIPMENT OPERATOR I	Non-Exempt					
	1657	FACILITY EQUIPMENT TECH	Non-Exempt					
	1627	RAW WTR OPERATIONS TECH	Non-Exempt					
	1624	SIGNS & MARKINGS TECH	Non-Exempt					
	1356	WATER CONSERVATION SPEC	Non-Exempt					
LT50				$44,500.65	$48,950.71	$53,400.78	$57,850.84	$62,300.91
				$21.39	$23.53	$25.67	$27.81	$29.95
	1610	CEMETERY TECHNICIAN	Non-Exempt					
	1614	CREW LEADER II	Non-Exempt					
	1667	ELECTRONIC TECHNICIAN	Non-Exempt					
	1520	FACILITIES MGMT TECH II	Non-Exempt					
	1615	FACILITY SERVICE SUPV I	Non-Exempt					
	1621	IRRIGATION TECHNICIAN	Non-Exempt					
	1619	LIFT STATION TECHNICIAN	Non-Exempt					
	1612	PARKS MAINTENANCE TECH II	Non-Exempt					
	1634	TRANSMISSION LINE TECH	Non-Exempt					
	1626	UTILITY LOCATOR	Non-Exempt					
	1544	WATER SUPPLY TECHNICIAN	Non-Exempt					
LT60				$49,240.92	$54,165.01	$59,089.11	$64,013.20	$68,937.29
				$23.67	$26.04	$28.41	$30.78	$33.14
	1531	EQUIPMENT MAINT MECHANIC	Non-Exempt					
	1542	EQUIPMENT OPERATOR II	Non-Exempt					
	1526	MECHANIC	Non-Exempt					
	1534	TRAFFIC SIGNAL TECHNICIAN	Non-Exempt					

LABOR/TRADES

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
LT70				$53,947.17	$59,341.88	$64,736.60	$70,131.32	$75,526.03
				$25.94	$28.53	$31.12	$33.72	$36.31
	1605	FACILITY SERVICE SUPV II	Non-Exempt					
	1611	GOLF CREW SUPERVISOR	Non-Exempt					
	1547	MAINTENANCE MECHANIC	Non-Exempt					
	1609	PARKS CREW SUPERVISOR	Non-Exempt					
	1337	ROUTE SUPERVISOR	Non-Exempt					
	1607	SIGNS & MARKINGS SPVSR	Non-Exempt					
	1986	SR TRAFFIC SIGNAL TECH	Non-Exempt					
LT80				$61,885.01	$68,073.51	$74,262.01	$80,450.51	$86,639.01
				$29.75	$32.73	$35.70	$38.68	$41.65
	1506	CREW SUPERVISOR	Non-Exempt					
	1508	EQUIPMENT MAINT FOREMAN	Non-Exempt					
	1522	RAW WTR OPS SUPERVISOR	Non-Exempt					
	1511	RESERVOIRS SUPV	Non-Exempt					
	1505	TRAFFIC SIGNAL SUPERVISOR	Non-Exempt					

PARAPROFESSIONAL/TECHNICAL

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PA10				$43,505.34	$47,312.05	$51,118.77	$54,925.49	$58,732.21
				$20.92	$22.75	$24.58	$26.41	$28.24
	1311	ASSISTANT EVENTS COORD	Non-Exempt					
	1410	ASST CITY CLERK	Non-Exempt					
	1412	BLDG PERMIT TECH	Non-Exempt					
	1467	GRAPHIC ARTS SPECIALIST	Non-Exempt					
	1552	PLANT OPERATOR C	Non-Exempt					
	1421	RECREATION COORDINATOR I	Non-Exempt					
	1350	SURVEY TECHNICIAN	Non-Exempt					
	1351	TRAFFIC ENGINEERING TECH	Non-Exempt					
PA20				$47,903.45	$52,693.80	$57,484.14	$62,274.49	$67,064.83
				$23.03	$25.33	$27.64	$29.94	$32.24
	1622	ANIMAL CONTROL OFFICER	Non-Exempt					
	1206	ASSET TECHNICIAN	Non-Exempt					
	1368	ASST PROBATION OFFICER	Non-Exempt					
	1242	ASST TECH SERVICES COORD	Non-Exempt					
	1250	CODE COMPLIANCE INSP	Non-Exempt					
	1312	EVENTS COORDINATOR	Non-Exempt					
	1086	FLEET SPECIALIST	Non-Exempt					
	1345	GRANT SPECIALIST	Non-Exempt					
	1360	HUMAN RESOURCES TECH	Non-Exempt					
	1422	MARKETING TECHNICIAN	Non-Exempt					
	1446	MRKTING SPONSORSHIP COORD	Non-Exempt					
	1342	PLANNING TECHNICIAN	Non-Exempt					
	1553	PLANT OPERATOR B	Non-Exempt					
	1366	POLICE CADET	Non-Exempt					
	1327	PUBLIC ART COORDINATOR	Non-Exempt					
	1341	PUBLIC SAFETY TECHNICIAN	Non-Exempt					
	1362	REAL ESTATE TECHNICIAN	Non-Exempt					
	1340	RECREATION COORDINATOR II	Non-Exempt					
	1352	TRAFFIC ENGINEER TECH II	Non-Exempt					
	1204	WTR INST TECH ENTRY	Non-Exempt					

PARAPROFESSIONAL/TECHNICAL

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PA30				$53,017.80	$58,319.58	$63,621.36	$68,923.14	$74,224.92
				$25.49	$28.04	$30.59	$33.14	$35.69
	1618	COMMUNITY PARAMEDIC	Non-Exempt					
	1302	CUSTOMER SERVICE SUPV	Non-Exempt					
	1322	DEPUTY CITY CLERK	Non-Exempt					
	1319	E - MEDIA SPECIALIST	Non-Exempt					
	1519	FACILITIES MGMT TECH III	Non-Exempt					
	1617	FRAUD INVESTIGATIONS SPC	Non-Exempt					
	1361	IRRIGATION COORDINATOR	Non-Exempt					
	1369	LEGAL ADMINISTRATOR	Non-Exempt					
	1320	LEGAL ASSISTANT	Non-Exempt					
	1367	PROBATION OFFICER	Non-Exempt					
	1167	PROJECT COORDINATOR	Non-Exempt					
	1325	SPECIAL EVENTS COORD	Exempt					
	1616	TRAIL MANAGER	Non-Exempt					
	1353	TRANSIT OPERATIONS SUPV	Non-Exempt					
	1443	TV/VIDEO PRODUCTION SPEC	Non-Exempt					
	1428	UCCC PROGRAMS COORD	Exempt					
	1440	W&S SERVICES COORDINATOR	Non-Exempt					
PA40				$57,676.47	$63,444.12	$69,211.76	$74,979.41	$80,747.06
				$27.73	$30.50	$33.27	$36.05	$38.82
	1306	ASSISTANT RECORDS MANAGER	Non-Exempt					
	1210	BUILDING INSPECTOR I	Non-Exempt					
	1220	CONSTRUCTION INSPECTOR	Non-Exempt					
	1339	ENGINEERING TECHNICIAN	Non-Exempt					
	1349	ENVIRONMENTAL TECHNICIAN	Non-Exempt					
	1515	MECHANICAL CONTROLS TECH	Non-Exempt					
	1510	PLANT OPERATOR A	Non-Exempt					
	1211	REHABILITATION SPECIALIST	Non-Exempt					
	1987	UTILITY COORDINATOR	Non-Exempt					
PA50				$65,357.58	$71,893.34	$78,429.10	$84,964.86	$91,500.62
				$31.42	$34.56	$37.71	$40.85	$43.99
	1173	BUILDING INSPECTOR II	Non-Exempt					
	1076	CEMETERY MANAGER	Exempt					
	1536	CIVIL PLAN REVIEWER	Non-Exempt					
	1241	CODE COMPLIANCE SUPV	Exempt					
	1182	FACILITIES PROJECT MGR	Non-Exempt					
	1600	PARKS MANAGER	Exempt					
	1174	PLANS EXAMINER	Non-Exempt					
	1300	PROCESS & INFO SYS ANLYST	Exempt					
	1205	SR CONSTRUCTION INSPECTOR	Exempt					
	1184	TRAFFIC OPERATIONS SPVSR	Exempt					
	1169	URBAN RENEWAL MANAGER	Exempt					
	1225	WATER INSTRUMENT TECH	Non-Exempt					
	1502	WW COLLECTION SUPERVISOR	Non-Exempt					
PA60				$71,624.49	$79,682.24	$87,740.00	$95,797.76	$103,855.51
				$34.43	$38.31	$42.18	$46.06	$49.93
	1720	LEAD PLANT OPERATOR	Non-Exempt					
	1980	DNA ANALYST	Non-Exempt					
	1226	INSTRUMENT & CONTROL SUPV	Non-Exempt					
	1994	SR PLANS EXAMINER	Non-Exempt					
	1500	WW MAINTENANCE SUPERVISOR	Exempt					

INFORMATION TECHNOLOGY

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
IT10				$39,790.00	$44,241.25	$48,692.50	$53,143.75	$57,595.00
				$19.13	$21.27	$23.41	$25.55	$27.69
	1434	IT BUSINESS ASSISTANT	Non-Exempt					
IT20				$46,347.39	$51,532.21	$56,717.02	$61,901.84	$67,086.66
				$22.28	$24.78	$27.27	$29.76	$32.25
	1321	APP SUPPORT SPECIALIST	Non-Exempt					
	1245	GIS SPECIALIST	Non-Exempt					
	1214	NETWORK ADMINISTRATOR I	Non-Exempt					
	1313	PC SPECIALIST	Non-Exempt					
IT30				$52,397.49	$58,917.14	$65,436.80	$71,956.46	$78,476.11
				$25.19	$28.33	$31.46	$34.59	$37.73
	1189	GIS ANALYST	Exempt					
IT40				$58,577.61	$65,902.75	$73,227.88	$80,553.02	$87,878.15
				$28.16	$31.68	$35.21	$38.73	$42.25
	1148	WEB DEVELOPER	Exempt					
IT50				$68,025.07	$76,525.37	$85,025.67	$93,525.97	$102,026.27
				$32.70	$36.79	$40.88	$44.96	$49.05
	1216	BUSINESS SYSTEMS ANALYST	Exempt					
	1137	NETWORK SECURITY ADMIN	Exempt					
	1149	PROGRAMMER ANALYST	Exempt					
	1122	SR APP SUPPORT SPECIALIST	Exempt					
	1314	TELECOM ADMINISTRATOR	Exempt					
IT60				$74,890.40	$84,246.24	$93,602.08	$102,957.92	$112,313.76
				$36.01	$40.50	$45.00	$49.50	$54.00
	1261	DATABASE ADMINISTRATOR	Exempt					
	1175	SYSTEMS ADMINISTRATOR II	Exempt					
IT70				$83,128.34	$93,513.33	$103,898.31	$114,283.29	$124,668.27
				$39.97	$44.96	$49.95	$54.94	$59.94
	1132	CLIENT SERVICES MANAGER	Exempt					
	1141	SR SYSTEMS ADMINISTRATOR	Exempt					
	1260	SR NETWORK ADMINISTRATOR	Exempt					
IT80				$92,115.19	$103,622.88	$115,130.56	$126,638.24	$138,145.92
				$44.29	$49.82	$55.35	$60.88	$66.42
	1126	SOFTWARE APPLICATIONS MGR	Exempt					
	1265	INFRASTRUCTURE MANAGER	Exempt					
	1262	SECURITY ANALYST	Exempt					
	1129	BUSINESS SYSTEMS MANAGER	Exempt					

PROFESSIONAL/MANAGER

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PR10				$49,836.96	$54,820.66	$59,804.35	$64,788.05	$69,771.75
				$23.96	$26.36	$28.75	$31.15	$33.54
	1330	ACCOUNTANT I	Non-Exempt					
	1447	MARKETING COORDINATOR	Non-Exempt					
	1194	MUSEUM CURATOR	Exempt					
	1192	PLANNER I	Non-Exempt					
PR20				$54,630.13	$60,093.14	$65,556.15	$71,019.16	$76,482.18
				$26.26	$28.89	$31.52	$34.14	$36.77
	1647	COMMUNITY ENGAGEMENT SPEC	Exempt					
	1209	ECON DEVELOPMENT COORD	Exempt					
	1449	FINANCIAL ANALYST	Non-Exempt					
	1990	HEALTHY NEIGHBORHOOD COORD	Exempt					
	1193	HISTORIC PRESERVATION SPC	Non-Exempt					
	1235	INDUSTRIAL PRETRMT SPEC	Non-Exempt					
	1280	NEIGHBORHD PROGRAMS SPEC	Exempt					
	1315	PAYROLL ACCOUNTANT	Non-Exempt					
	1992	REAL ESTATE SPECIALIST	Non-Exempt					
	1346	VICTIM SERVICES COORD	Non-Exempt					
	1236	WATER QUALITY ANALYST	Non-Exempt					
	1334	WELLNESS COORDINATOR	Exempt					
PR30				$59,194.70	$65,114.17	$71,033.64	$76,953.11	$82,872.58
				$28.46	$31.30	$34.15	$37.00	$39.84
	1196	ACCOUNTANT II	Exempt					
	1123	ASSET MANAGER	Exempt					
	1219	CONTRACT SPECIALIST II	Exempt					
	1448	CREATIVE TEAM SUPERVISOR	Exempt					
	1335	CRIME ANALYST	Exempt					
	1426	FINANCIAL SERVICES COORD	Exempt					
	1722	INDUSTRIAL PRETRMT COORD	Exempt					
	1721	LABORATORY COORD	Exempt					
	1170	PLANNER II	Exempt					
	1199	RECREATION SUPERVISOR	Exempt					
	1991	SALES TAX AUDITOR	Exempt					
	1188	TRANSPORTATION PLANNER	Exempt					
	1200	WATER RESOURCE ANALYST	Exempt					
PR40				$63,853.86	$70,239.24	$76,624.63	$83,010.01	$89,395.40
				$30.70	$33.77	$36.84	$39.91	$42.98
	1223	BUSINESS ANALYST	Exempt					
	1504	CONCRETE MAINTENANCE COOR	Exempt					
	1310	COURT ADMINISTRATOR	Exempt					
	1180	HUMAN RESOURCES ANALYST	Exempt					
	1324	MARKETING MANAGER	Exempt					
	1179	MUSEUM MANAGER	Exempt					
	1171	ENVIRONMENTAL PLANNER	Exempt					
	1202	PARKS PLANNER	Exempt					
	1221	PAVEMENT MANAGEMENT COORD	Exempt					
	1358	SENIOR LAND SURVEYOR	Exempt					
	1230	SR SURVEY TECHNICIAN	Non-Exempt					
	1215	TECHNICAL SERVICES COORD	Exempt					

PROFESSIONAL/MANAGER

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PR50				$69,266.01	$76,192.61	$83,119.21	$90,045.81	$96,972.41
				$33.30	$36.63	$39.96	$43.29	$46.62
	1161	BUDGET ANALYST	Exempt					
	1080	CHIEF CONSTRUCTION INSP	Exempt					
	1063	COMMUNICATION&ENGAGE MGR	Exempt					
	1027	CIVIL ENGINEER I	Exempt					
	1168	FORESTRY MANAGER	Exempt					
	1162	INDUSTRIAL PRETRTMT SUPV	Exempt					
	1222	STORMWATER QUALITY ADMIN	Exempt					
	1153	WATER RESOURCE ADMN I	Exempt					
PR60				$75,035.65	$82,539.21	$90,042.78	$97,546.34	$105,049.91
				$36.07	$39.68	$43.29	$46.90	$50.50
	1176	ACCOUNTANT III	Exempt					
	1548	BUSINESS MANAGER	Exempt					
	1066	ECON DEVELOPMENT MANAGER	Exempt					
	1090	FACILITY MANAGER	Exempt					
	1085	GOLF COURSE SUPT	Exempt					
	1995	HUMAN RESOURCES MANAGER	Exempt					
	1158	PLANNER III	Exempt					
	1203	PUBLIC & GOV'T REL MGR	Exempt					
	1191	RECREATION PROGRAM MGR	Exempt					
	1160	REGULATORY COMPLIANCE	Exempt					
	1163	REV&BUS LICENSE MGR	Exempt					
	1993	SAFETY & RISK MANAGER	Exempt					
	1164	WW LAB SUPERVISOR	Exempt					
PR70				$78,299.33	$87,108.00	$95,916.68	$104,725.35	$113,534.03
				$37.64	$41.88	$46.11	$50.35	$54.58
	1130	ASST CITY ATTORNEY I	Exempt					
	1985	CHIEF PLANNER	Exempt					
	1028	CIVIL ENGINEER II	Exempt					
	1075	FACILITY MANAGER IG	Exempt					
	1079	MANAGER OF GOLF	Exempt					
	1307	RECORDS & EVIDENCE MGR	Exempt					
	1069	TRANSIT MANAGER	Exempt					
	1355	WATER CONSERVATION MGR	Exempt					
	1157	WATER RESOURCE ADMN II	Exempt					
	1150	DIST & COLLECTION OPS MGR	Exempt					
	1244	WW TECHNICAL SERVICES MGR	Exempt					
PR80				$83,545.62	$92,944.50	$102,343.38	$111,742.26	$121,141.14
				$40.17	$44.68	$49.20	$53.72	$58.24
	1402	ACCOUNTANT IV	Exempt					
	1815	ASSIST LAB DIRECTOR	Exempt					
	1228	ASST WTR T&D AND WWC SUPT	Exempt					
	1071	CHIEF BUILDING OFFICIAL	Exempt					
	1287	CIVIL ENGINEER III	Exempt					
	3230	EMERGENCY MANAGER	Exempt					
	1131	ENV & WTR RES ATTY I	Exempt					
	1081	FLEET MANAGER	Exempt					
	1989	NATURAL AREAS & TRAILS SUPT	Exempt					
	1025	REAL ESTATE MANAGER	Exempt					
	1535	WATER RIGHTS MANAGER	Exempt					
	1243	WW OPERATIONS & MAINT MGR	Exempt					

PROFESSIONAL/MANAGER

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PR90				$90,378.26	$100,545.82	$110,713.37	$120,880.93	$131,048.48
				$43.45	$48.34	$53.23	$58.12	$63.00
	1114	ASST CITY ATTORNEY II	Exempt					
	1104	ATTORNEY II	Exempt					
	1127	CIVIL ENGINEER IV	Exempt					
	1139	CULTURAL AFFAIRS MGR	Exempt					
	1128	ENGINEERING PROJECT MGR	Exempt					
	1116	ENV & WTR RES ATTY II	Exempt					
	1084	PARKS SUPERINTENDENT	Exempt					
	1135	PLANNING MANAGER	Exempt					
	1133	RECREATION SUPERINTENDENT	Exempt					
	1083	STREETS SUPERINTENDENT	Exempt					
	1118	WATER RESOURCE ENG IV	Exempt					
	1151	WATER TRMT PLANT SUPT	Exempt					
PR100				$94,630.47	$106,459.28	$118,288.09	$130,116.89	$141,945.70
				$45.50	$51.18	$56.87	$62.56	$68.24
	1144	BUDGET & COMPLIANCE MGR	Exempt					
	1136	ENGINEERING DEV MANAGER	Exempt					
	1113	STORMWATER MANAGER	Exempt					
	1125	TRAFFIC ENGINEER	Exempt					
	1134	WATER T&D AND WWC SUPT	Exempt					
	1138	WATER TREATMENT MANAGER	Exempt					
	1117	WTR RESOURCES OPS MANAGER	Exempt					
	1120	WW TREATMENT SUPT	Exempt					
PR110				$104,833.49	$117,937.68	$131,041.86	$144,146.05	$157,250.24
				$50.40	$56.70	$63.00	$69.30	$75.60
	1159	CHIEF ENGINEER W&S	Exempt					
	1055	CITY ENGINEER	Exempt					
	1022	SENIOR ATTORNEY	Exempt					
PR120				$117,501.05	$132,188.68	$146,876.32	$161,563.95	$176,251.58
				$56.49	$63.55	$70.61	$77.67	$84.74
	1100	DEPUTY CITY ATTORNEY	Exempt					
	1023	DEPUTY DIRECTOR WATER RES	Exempt					
	1026	DEPUTY PUBLIC WORKS DIR	Exempt					
	1035	DEPUTY DIR WTR & WW OPS	Exempt					

EXECUTIVE

Range		Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
EX10				$96,512.00	$108,576.00	$120,640.00	$132,704.00	$144,768.00
				$46.40	$52.20	$58.00	$63.80	$69.60
	1010	CITY CLERK	Exempt					
	1019	COMMUNICATION & ENGAGEMENT DIR	Exempt					
EX20				$116,480.00	$131,040.00	$145,600.00	$160,160.00	$174,720.00
				$56.00	$63.00	$70.00	$77.00	$84.00
	1011	COMMUNITY DEVELOPMENT DIR	Exempt					
	1074	ECON HEALTH & HOUSING DIR	Exempt					
	1015	HUMAN RESOURCES DIRECTOR	Exempt					
EX30				$127,067.20	$142,950.60	$158,834.00	$174,717.40	$190,600.80
				$61.09	$68.72	$76.37	$84.00	$91.63
	1021	CPR DIRECTOR	Exempt					
	1024	DIRECTOR OF IT	Exempt					
	1006	MUNICIPAL JUDGE	Exempt					
EX40				$145,600.00	$163,800.00	$182,000.00	$200,200.00	$218,400.00
				$70.00	$78.75	$87.50	$96.25	$105.00
	1061	FINANCE DIRECTOR	Exempt					
	1014	FIRE CHIEF	Exempt					
	1017	POLICE CHIEF	Exempt					
	1018	PUBLIC WORKS DIRECTOR	Exempt					
	1020	WATER & SEWER DIRECTOR	Exempt					
EX50				$156,416.00	$175,968.00	$195,520.00	$215,072.00	$234,624.00
				$75.20	$84.60	$94.00	$103.40	$112.80
	1005	ASST CITY MANAGER	Exempt					
EX60				$168,584.00	$189,657.00	$210,730.00	$231,803.00	$252,876.00
				$81.05	$91.18	$101.32	$111.45	$121.58
	1004	CITY ATTORNEY	Exempt					
EX70				$198,659.14	$223,491.53	$248,323.92	$273,156.31	$297,988.70
				$95.51	$107.45	$119.38	$131.32	$143.26
	1003	CITY MANAGER	Exempt					

POLICE SWORN (NON-CONTRACT)

Range	Position Title	FLSA Status	Range Minimum	Range Maximum
PS10			$103,202.53	$115,030.58
			$49.62	$55.30
	SERGEANT	Non-Exempt		
PS20			$122,824.64	$136,335.36
			$59.05	$65.55
	COMMANDER	Exempt		
PS30			$148,578.20	$164,921.80
			$71.43	$79.29
	DEPUTY CHIEF	Exempt		

2020 POLICE ASSOCIATION	Hourly	Annual
Police Officer Step A	$32.33	$67,241.00
Police Officer Step B	$33.45	$69,568.00
Police Officer Step C	$35.61	$74,060.00
Police Officer Step D	$37.93	$78,874.00
Police Officer Step E	$40.38	$83,965.00
Police Officer Step F	$44.63	$92,811.00

2020 GREELEY FIRE		
Title	Annual	Hourly
Recruit Firefighter	$58,748.00	$20.12
Recruit Firefighter / EMT I	$62,372.00	$21.36
Recruit Firefighter / Paramedic	$64,184.00	$21.98
Apprentice Firefighter I	$62,813.00	$21.51
Apprentice Firefighter I / EMT-I	$66,437.00	$22.75
Apprentice Firefighter I / Paramedic	$68,249.00	$23.37
Apprentice Firefighter II	$67,121.00	$22.99
Apprentice Firefighter II / EMT-I	$70,745.00	$24.23
Apprentice Firefighter II / Paramedic	$72,557.00	$24.85
Journey Firefighter I	$71,880.00	$24.62
Journey Firefighter I / EMT-I	$75,505.00	$25.86
Journey Firefighter I / Paramedic	$77,317.00	$26.48
Journey Firefighter II	$76,883.00	$26.33
Journey Firefighter II / EMT-I	$80,508.00	$27.57
Journey Firefighter II / Paramedic	$82,320.00	$28.19
Master Firefighter	$82,233.00	$28.16
Master Firefighter / EMT-I	$85,858.00	$29.40
Master Firefighter / Paramedic	$90,388.00	$30.95
Fire Engineer (min)	$86,333.00	$29.57
Fire Engineer (min) / EMT-I	$89,957.00	$30.81
Fire Engineer (min) / Paramedic	$91,769.00	$31.43
Fire Engineer (max)	$90,606.00	$31.03
Fire Engineer (max) / EMT-I	$94,230.00	$32.27
Fire Engineer (max) / Paramedic	$98,761.00	$33.82
Staff Specialist *	$93,327.00	$44.87
Staff Specialist / EMT-I *	$97,071.00	$46.67
Staff Specialist / Paramedic *	$101,730.00	$48.91
Fire Lieutenant (min)	$95,157.00	$32.59
Fire Lieutenant (min) / EMT-I	$97,782.00	$33.83
Fire Lieutenant (min) / Paramedic	$100,594.00	$34.45
Fire Lieutenant (max)	$100,299.00	$34.35
Fire Lieutenant (max) / EMT-I	$103,923.00	$35.59
Fire Lieutenant (max) / Paramedic	$108,454.00	$37.14
Fire Lieutenant Specialist *	$103,311.00	$49.67
Fire Lieutenant Specialist / EMT-I *	$107,055.00	$51.47
Fire Lieutenant Specialist / Paramedic *	$111,714.00	$53.71
Fire Captain (min)	$111,868.00	$38.31
Fire Captain (max)	$118,573.00	$40.61
Fire Captain Specialist *	$122,030.00	$58.67

*Day Shift Pay Rate (2,080 hrs)

FIRE (NON-CONTRACT)				
Range	**Position Title**	**FLSA Status**	**Range Minimum**	**Range Maximum**
PSF10			$129,137.44	$143,342.56
			$62.09	$68.91
	DIVISION CHIEF			

Seasonal/Hourly

Pay Range	Position Title	FLSA Status	Range Minimum	Range Maximum
1			$12.00	$13.29
	ASSISTANT HOUSE MANAGER	Non-Exempt		
	ASSISTANT TRAIL MANAGER	Non-Exempt		
	CHILDRENS ROOM ATTENDANT	Non-Exempt		
	CLERICAL ASSISTANT I	Non-Exempt		
	CUSTOMER SERVICE REP	Non-Exempt		
	FACILITY SVCS ATTEND	Non-Exempt		
	FARMERS MARKET ASSISTANT	Non-Exempt		
	GALLERY TECHNICIAN	Non-Exempt		
	GOLF CART OPERATOR	Non-Exempt		
	GROUNDSKEEPER I	Non-Exempt		
	MAINTENANCE TECH I	Non-Exempt		
	MUSEUM AIDE I	Non-Exempt		
	SCHOOL CROSSING GUARD	Non-Exempt		
	THEATRE TECH I	Non-Exempt		
	TICKET CLERK I	Non-Exempt		
2			$12.00	$17.28
	BUILDING SUPERVISOR	Non-Exempt		
	CLERICAL ASSISTANT II	Non-Exempt		
	CUSTODIAN	Non-Exempt		
	FACILITIES TECHNICIAN	Non-Exempt		
	GROUNDSKEEPER II	Non-Exempt		
	HOUSE MANAGER	Non-Exempt		
	LABORER I	Non-Exempt		
	MUSEUM AIDE II	Non-Exempt		
	SPECIAL PROJECTS ASSISTANT	Non-Exempt		
	THEATRE TECH II	Non-Exempt		
	TICKET CLERK II	Non-Exempt		
3			$12.22	$21.26
	ASSISTANT STAGE MANAGER	Non-Exempt		
	ENGINEERING TECHNICIAN	Non-Exempt		
	INTERN I	Non-Exempt		
	LABORER II	Non-Exempt		
	SR MUSEUM AIDE	Non-Exempt		
	SR THEATRE TECH	Non-Exempt		
	SR TICKET CLERK	Non-Exempt		
4			$14.50	$18.83
	BUS DRIVER	Non-Exempt		
	TRAVEL TRAINER	Non-Exempt		
	VOLUNTEER COORDINATOR	Non-Exempt		
5			$20.00	$40.00
	ATTORNEY	Non-Exempt		
	INTERN II	Non-Exempt		

Seasonal/Hourly

Pay Range	Position Title	FLSA Status	Range Minimum	Range Maximum
6			$50.00	$75.00
	ASSISTANT JUDGE			
	ADMINHEARING OFFICER			
	LIQUOR HEARING OFFICER			
7				
	ELECTION JUDGE		$65/DAY	
GENERAL			$12.00	$18.70
	ASSISTANT POOL MANAGER	Non-Exempt		
	ASSISTANT PLAYGROUND PRGM SUP	Non-Exempt		
	CASHIER	Non-Exempt		
	LEAD LIFEGAURD	Non-Exempt		
	LIFEGAURD	Non-Exempt		
	PLAYGROUND PARK LEADER	Non-Exempt		
	POOL MANAGER	Non-Exempt		
	PROGRAM FIELD SUPERVISOR	Non-Exempt		
	REC PROGRAM SUPERVISOR	Non-Exempt		
	SCOREKEEPER	Non-Exempt		
	SPLASH PARK ATTENDANT	Non-Exempt		
	STEP PROGRAM SUPERVISOR	Non-Exempt		
	STEP PROGRAM WORKER	Non-Exempt		
	YOUTH SERVICE SPECIALIST	Non-Exempt		
OFFICIALS			$12.00	$35.28
	ADULT OFFICIAL	Non-Exempt		
	ADULT OFFICIAL 1 PER	Non-Exempt		
	ADULT SPORT CERTIFIED OFFICIAL	Non-Exempt		
	YOUNG AMERICA ASST TRACK COACH	Non-Exempt		
	YOUNG AMERICA OFFICIAL	Non-Exempt		
	YOUNG AMERICA OFFICIAL 1 PER	Non-Exempt		
	YOUTH OFFICIAL	Non-Exempt		
INSTRUCTOR			$12.00	$42.34
	FITNESS INSTRUCTOR	Non-Exempt		
	CLASS INSTRUCTOR	Non-Exempt		
	VISUAL ARTS INSTRUCTOR	Non-Exempt		
	PERFORMING ARTS INSTRUCTOR	Non-Exempt		

Council Agenda Summary

October 1, 2019

Agenda Item Number 16

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

Title:

Consideration to approve a change order in the amount of $21,073.18 increasing the contract with AB Underground for the 71st Avenue Sheep Draw Trail project to $313,740.18

Summary:

The Sheep Draw 71st Ave Trail project has been completed and as part of the project closure a change order is needed for the final reconciliation of the construction items that were installed as the cumulative change orders are in excess of 25% of the original contract thus requiring City Council approval. While several smaller items were included in the project, the major causation for the project overrun was the fact that the trail was in a wetland area along the Sheep Draw stream. Once excavation had begun it was discovered that the extent and depth of the bad soil was greater than expected and significant soil stabilization needed to occur, but couldn't be predetermined until the work was done. This single overrun was almost 25% of the project budget. Smaller project changes account for the remainder of the 5% in change orders.

The final reconciliation of the construction units caused the project to go over budget by an additional 7%, which could not have been known until the final payment application had been received from AB Underground.

Adequate funding exists within the project to fund the requested change.

Original contract - $241,440
CO#1 - $14,091.00 – Design error in the bridge layout that needed corrected
CO#2 - $6,116.00 – Design error in the 30" culvert that needed corrected
CO#3 - $31,020 – Soils stabilization of wetlands soils – 300' was expected and approved – final amount was 590' so this line item went over budget
CO#4 – Final reconciliation of the actual amounts installed – The above 290' extra feet of stabilization was what was actually needed.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Onetime: $21,073.18
What is the annual impact?	N/A
What fund of the City will provide Funding?	Quality of Life
What is the source of revenue within the fund?	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:
None.

Other Issues and Considerations:
Project is complete and this change order is necessary to reconcile final quantities. Quantities could not be pre-determined due to the nature of the unstable area near the stream bottom. A geotechnical report was done in advance of construction, but was unable to determine all of the unstable areas nor the magnitude.

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

Decision Options:
1) Approve the change order; or
2) Deny the change order; or
3) Continue consideration of the change order to a date certain.

Council's Recommended Action:
A motion to approve the change order.

Attachments:
Final AB Underground pay application
Picture of unstable material

CHANGE ORDER FORM

City of Greeley Colorado

Project Information			
Change Order #:	**4**	Date:	**September 20, 2019**
Project Name:	**Sheep Draw Trail at 71st Avenue Bridge**		
Approved Budget Amount:	**$393,612.00**		
Bid Number:	**FA19-01-001**	Dept/Division:	**Public Works / Engineering**
Budget Unit #:	**318 00 060 07967061**	PO #:	**19000106**
Project Manager:	**Brian Ward**	Title:	**Project Manager**

Contractor/Consultant Information			
Contractor/Consultant:	**AB Underground**	Phone /Extension:	**303-720-4667**

The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.

See attached **1** sheets with full explanation for the change order.

Compensation to Contractor/Consultant		
The original contract sum was:		**$241,440.00**
The net change by previous change order was:		**$51,227.00**
The contract sum prior to this change order was:		**$292,667.00**
The contract sum will be: **(See List)**	**Increased**	**$21,073.18**
The new contract sum, including this change order is:		**$313,740.18**
The contract time will be: **(See List)**	**Unchanged**	
The new date for project completion is:		**TBD**

This CHANGE ORDER is intended to, and the OWNER agrees that it shall, fairly and adequately compensate the CONTRACTOR/CONSULTANT for the extra direct costs (time and materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies and accelerations in the WORK associated with this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for such expenses and damages.

This CHANGE ORDER is intended to, and the CONTRACTOR/CONSULTANT agrees that it does, provide the CONTRACTOR/CONSULTANT a reasonable and adequate period of time in which to complete the WORK in accordance with the CONTRACT for establishment of policies, as amended by this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for additional time to perform the WORK associated with this CHANGE ORDER.

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

Signatures for Council (Council minutes need to be attached)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

Approved as to Substance	Reviewed as to Legal Form
#N/A	#N/A
City Manager	City Attorney
Certification of Contract Funds Availability	**Departmental Certification**
#N/A	
Director of Finance	Department Director
Purchasing Manager	Project Manager

Certification of Content by Contractor/Consultant

Representative of Contractor/Consultant	Title

Additional Approval:

Budget	Supervisor	CPC	Finance	

CHANGE ORDER FORM

City of Greeley Colorado

Project Information	
Change Order #:	**4**
Project Name:	**Sheep Draw Trail at 71st Avenue Bridge**
Date:	**9/20/2019**
Project Manager:	**Brian Ward**

Change Order Justification	
Location	71st Ave and approximately 12th St along the Sheep Draw stream
Summary of Change Order	This is the final reconciliation change order for AB Underground for final quantities for the project. Unsuitable soils were discovered that required soil stabilization.
Why was this not in original contract?	The final quantities could not be known until the end of the project. The condition of the soils could not be known until the project was begun.
Budget Impact	The budget will increase by $21,073.18 due to this change order.
How will this be funded?	Adequate funding currently exist within the project budget to pay for this change order.
Impact to project schedule	The project schedule will not be impacted by this change order.
Detailed Explanation	This change order reconciles the final units quantities for the project.

CASE

Council Agenda Summary

October 1, 2019

Agenda Item Number 17

Title
Pulled Consent Agenda Items

Council Agenda Summary

October 1, 2019

Agenda Item Number 18

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

Title:

Public hearing and final 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. 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?	$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:

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 City staff
3) Public input (hearing opened, testimony of up to three minutes per person, hearing closed)
4) Council motion and discussion
5) Council decision

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) 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:

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

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

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EXHIBIT A DESCRIPTION OF THE SITE LEASED PROPERTY

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]

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			
05-15-27	--		
11-15-27			
05-15-28	--		
11-15-28			
05-15-29	--		
11-15-29			
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

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER __, 2019

NEW ISSUE—BOOK-ENTRY-ONLY

RATINGS: Moody's: "___"
(See "RATINGS")

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, the portion of the Base Rentals paid by the City with respect to the Series 2019 Certificates which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Series 2019 Certificates (the "Interest Portion"), is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent the Interest Portion is excludable from gross income for federal income tax purposes, such Interest Portion is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. For a more detailed description of such opinions of Bond Counsel, see "TAX MATTERS" herein.

$10,625,000*
Certificates of Participation, Series 2019
Evidencing Proportionate Undivided Interests in the Right to Receive Certain Revenues Payable Pursuant to a Lease Purchase Agreement
Dated as of November 1, 2019
Between Zions Bancorporation, National Association, as Trustee, and the
City of Greeley, Colorado

Dated: Date of Delivery **Due: December 1, as shown below**

The Series 2019 Certificates, evidencing proportionate 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, will be delivered pursuant to an Indenture of Trust dated as of November 1, 2019, by Zions Bancorporation, National Association, solely in its capacity as trustee, in fully registered form in denominations of $5,000 or any integral multiple thereof. Interest on the Series 2019 Certificates, at the rates set forth below, is payable on June 1, 2020 and semiannually thereafter each June 1 and December 1 to and including the maturity dates shown below, unless the Series 2019 Certificates are redeemed earlier. The Depository Trust Company, New York, New York, will act as securities depository for the Series 2019 Certificates, and the Series 2019 Certificates will be registered in the name of Cede & Co., as nominee of DTC. Purchasers of the Series 2019 Certificates will not receive physical certificates evidencing their ownership interests in the Series 2019 Certificates.

Base CUSIP No.: 392505[1]

Year	Amount	Rate	Yield	CUSIP[1, ©]	Year	Amount	Rate	Yield	CUSIP[1, ©]
2025	$530,000	%	%		2033	$725,000	%	%	
2026	555,000				2034	755,000			
2027	575,000				2035	785,000			
2028	595,000				2036	815,000			
2029	620,000				2037	850,000			
2030	645,000				2038	885,000			
2031	670,000				2039	920,000			
2032	700,000								

The Series 2019 Certificates are subject to optional redemption prior to maturity under certain circumstances as described under the caption "THE SERIES 2019 CERTIFICATES—Redemption."

The Series 2019 Certificates are issued for the purpose of (a) financing the construction of two new City-owned fire stations as described under the caption "USE OF PROCEEDS"; and (b) paying expenses of issuance of the Series 2019 Certificates. The Series 2019 Certificates are payable solely from: (i) annually appropriated Base Rentals and any Purchase Option Price paid by the City under the Lease; (ii) moneys held by the Trustee under the Indenture; and (iii) following an Event of Nonappropriation or an Event of Default under the Lease, any moneys received by the Trustee from the exercise of the remedies under the Lease and the Indenture. The Lease is subject to annual renewal by 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 payment beyond those appropriated for any fiscal year in which the Lease is in effect.

This cover page is not a summary of the issue. Investors should read the Official Statement in its entirety to make an informed investment decision.

The Series 2019 Certificates are offered when, as and if issued by the City and accepted by the Underwriter named below, subject to approval of validity by Kutak Rock LLP, Bond Counsel, and certain other conditions. Kutak Rock LLP has also been retained to assist the City in the preparation of this Official Statement. Certain legal matters will be passed upon for the City by the City Attorney. Hilltop Securities Inc. has acted as financial advisor to the City in connection with the Series 2019 Certificates. Delivery of the Series 2019 Certificates through DTC in New York, New York, is expected on or about November __, 2019.

Selling: November __, 2019
Manner of Sale: (Electronically Through Parity)

The date of this Official Statement is November __, 2019.

* Preliminary; subject to change
[1] The City assumes no responsibility for the accuracy of the CUSIP number, which is included solely for the convenience of Owners of the Series 2019 Certificates.
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No dealer, salesman, or other person has been authorized to give any information or to make any representation with respect to the Series 2019 Certificates which is not contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the City. The information in this Official Statement is subject to change and neither the delivery of this Official Statement nor any sale made after any such delivery shall, under any circumstances, create any implication that there has been no change since the date of this Official Statement. This Official Statement shall not constitute an offer to sell or the solicitation of any offer to buy, and there shall be no sale of any of the Series 2019 Certificates, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale.

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NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE HAS APPROVED OR DISAPPROVED THE SERIES 2019 CERTIFICATES OR THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

SUMMARY OF THE OFFICIAL STATEMENT

The Series 2019 Certificates..... The Certificates of Participation, Series 2019 (the "Series 2019 Certificates"), are being issued in the aggregate principal amount of $10,625,000* in book entry form only through the facilities of The Depository Trust Company. The Series 2019 Certificates, together with any other certificates of participation issued under the Indenture (defined below) are referred to collectively as the "Certificates."

Plan and Purpose of Financing..... The Series 2019 Certificates are issued for the purpose of: (a) financing the construction of two new City-owned fire stations as described under the caption "USE OF PROCEEDS" and (b) paying expenses of issuance of the Series 2019 Certificates.

The City ..... The City of Greeley, Colorado (the "City") is located in central Weld County approximately 52 miles north of the Denver, Colorado metropolitan area. It currently has an estimated population of 108,175 persons and covers approximately 47.3 square miles. The City was incorporated in 1886. It is a home rule city and operates under a Charter which provides for a council-manager form of government. See "THE CITY."

The Trustee..... Zions Bancorporation, National Association (the "Trustee"), is a national banking association organized under the laws of the United States of America. The Trustee is acting as trustee under an Indenture of Trust dated as of November 1, 2019 (the "Indenture"), pursuant to which the Series 2019 Certificates are being issued, and all references herein to the "Trustee" refer to the Trustee acting solely in that capacity.

Redemption..... The Series 2019 Certificates are subject to redemption prior to maturity under the circumstances described under the caption "THE SERIES 2019 CERTIFICATES—Redemption."

Security ..... The Series 2019 Certificates are payable solely from (a) annually appropriated Base Rentals and any Purchase Option Price paid by the City under the Lease Purchase Agreement dated as of November 1, 2019, (the "Lease") between the Trustee, as lessor, and the City, as lessee; (b) moneys held by the Trustee in the Certificate Fund and the Construction Fund created under the Indenture; and (c) following an Event of Nonappropriation or an Event of Default under the Lease, any moneys received by the Trustee from the assignment or sublease, or sale of the Trustee's interest in the Leased Property (as defined below in the next succeeding paragraph) or the exercise of other remedies under the Lease and the Indenture.

The City has leased certain land and existing improvements (the "Leased Property") to the Trustee pursuant to a Site Lease dated as of November

* Preliminary; subject to change

1, 2019 (the "Site Lease") between the City, as site lessor, and the Trustee, as site lessee. The property leased back by the Trustee to the City pursuant to the Lease consists of the Trustee's leasehold interest, pursuant to the Site Lease, in the Leased Property together with the improvements financed by the Series 2019 Certificates. See "THE LEASED PROPERTY," "THE SITE LEASE" and APPENDIX B.

The City may pay Base Rentals under the Lease from any legally available amounts annually appropriated by the City for such payment. The City currently expects to pay Base Rentals from its Public Safety Tax Fund. The Lease is subject to annual renewal by the City. See "THE SERIES 2019 CERTIFICATES—Security."

Risk Factors..... The purchase and ownership of the Series 2019 Certificates are subject to various investment risks including, but not limited to, those described under "RISK FACTORS."

Tax Treatment of Interest on the Series 2019 Certificates..... To the extent designated and paid as interest, interest on the Series 2019 Certificates, in the opinion of Bond Counsel, is excludable from gross income for federal income tax purposes, is exempt from State of Colorado income tax, is not a specific preference item for purposes of the federal alternative minimum tax, and is excluded from the computation of State of Colorado alternative minimum tax. Such conclusions assume continuing compliance by the City with its covenants, and may be subject to substantial limitations and exceptions in the case of particular taxpayers. See "TAX MATTERS."

Professional Services..... The professional firms participating in the initial offering of the Series 2019 Certificates are as follows:

Underwriter:

Telephone:

Financial Advisor: Hilltop Securities Inc.
Suite 500
8055 East Tufts Avenue
Denver, CO 80237
Telephone: (303) 771-0217

Bond Counsel: Kutak Rock LLP
Suite 3000
1801 California Street
Denver, CO 80202
Telephone: (303) 297 2400

Additional Information; Continuing Disclosure Undertaking..... Additional information concerning the City and the Series 2019 Certificates may be obtained from the Finance Director of the City at 1000 10th Street, Greeley, Colorado 80631, Telephone: (970) 350-9732, or from Hilltop Securities Inc. (the "Financial Advisor"), at the address and telephone number shown above. The City will enter into an undertaking pursuant to Securities and Exchange Commission Rule 15c2-12 to provide certain information concerning the Series 2019 Certificates on a continuing basis. See "THE SERIES 2019 CERTIFICATES—Continuing Disclosure Undertaking."

THE FOREGOING INFORMATION IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE DETAILED INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT. EACH PROSPECTIVE INVESTOR SHOULD READ THE OFFICIAL STATEMENT IN ITS ENTIRETY.

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OFFICIAL STATEMENT

Relating to

$10,625,000[*]
Certificates of Participation, Series 2019
Evidencing Proportionate Undivided Interests in the Right to Receive Certain Revenues
Payable Pursuant to a Lease Purchase Agreement
Dated as of November 1, 2019
Between Zions Bancorporation, National Association, as Trustee and
the City of Greeley, Colorado

INTRODUCTION

Generally

This Official Statement, including its Cover Page and Appendices, is provided in connection with the offering of $10,625,000[*] principal amount of Certificates of Participation, Series 2019 (the "Series 2019 Certificates") evidencing proportionate undivided interests in the right to receive certain revenues pursuant to the Lease described below. The Series 2019 Certificates are to be issued for the purpose of financing the Project (as defined below) and paying expenses of issuance of the Series 2019 Certificates.

The Series 2019 Certificates evidence proportionate undivided interests in the right to receive certain revenues pursuant to a Lease Purchase Agreement dated as of November 1, 2019 (the "Lease") between Zions Bancorporation, National Association, (the "Trustee") as lessor and the City of Greeley, Colorado (the "City"), a political subdivision of the State of Colorado (the "State"), as lessee.

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.

Plan of Finance

The Series 2019 Certificates are being issued for the purpose of: (a) financing the construction of two new City-owned fire stations (the "Project"); and (b) paying expenses of issuance of the Series 2019 Certificates. Unless otherwise defined herein, capitalized terms used herein are defined in APPENDIX B under the caption "—Definitions."

This Official Statement contains information about the City, the Lease, the Indenture and other matters pertinent to the offering of the Series 2019 Certificates. The references to and summaries of provisions of the laws of the State and the descriptions of documents included herein do not purport to be complete and are qualified in their entirety by reference to the complete provisions thereof, copies of which are available from the City or the Financial Advisor during the period of the initial offering of the Series 2019 Certificates.

[*] Preliminary; subject to change

The City's obligation to make Base Rental Payments under the Lease is subject to annual appropriation by the City Council (the "Council") of the City for such purpose.

FORWARD-LOOKING STATEMENTS

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the federal Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "anticipate," "forecast," "project," "intend," "propose," "plan," "expect," "assume" and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. Important factors to consider in evaluating such forward-looking statements in this Official Statement include, but are not limited to, those discussed under the caption "RISK FACTORS" below.

RISK FACTORS

THE PURCHASE AND OWNERSHIP OF THE SERIES 2019 CERTIFICATES ARE SUBJECT TO VARIOUS RISKS WHICH ARE DESCRIBED THROUGHOUT THIS OFFICIAL STATEMENT. EACH PROSPECTIVE INVESTOR IN THE SERIES 2019 CERTIFICATES SHOULD READ THIS OFFICIAL STATEMENT IN ITS ENTIRETY, GIVING PARTICULAR ATTENTION TO THE FACTORS DESCRIBED BELOW WHICH, AMONG OTHERS, COULD AFFECT THE PAYMENT OF BASE RENTALS ON THE SERIES 2019 CERTIFICATES AND COULD ALSO AFFECT THE MARKETABILITY OF THE SERIES 2019 CERTIFICATES TO AN EXTENT THAT CANNOT BE DETERMINED.

Special and Limited Obligations. The Series 2019 Certificates evidence undivided interests in the right to receive revenues under the Lease. The Series 2019 Certificates are payable solely from revenues under the Lease (which consist primarily of Base Rentals and the Purchase Option Price, if paid) received by the Trustee. All payment obligations of the City under the Lease, including but not limited to payment of Base Rentals, are from year-to-year only and do not constitute a mandatory charge or requirement in any year beyond the City's then-current fiscal year. Any legally available moneys may be applied to the City's payment obligations pursuant to the Lease. However, neither the City, nor the Trustee on its behalf, has pledged the faith or credit of the City to the payment of the City's obligations under the Lease. No directors, officers, employees, attorneys or agents of the City is to be subject to any pecuniary liability by virtue of the Series 2019 Certificates, the Indenture, the Lease or the Site Lease. See "THE SERIES 2019 CERTIFICATES" and "FINANCIAL INFORMATION CONCERNING THE CITY."

Right of the City To Renew the Lease Annually. The obligations of the City to make payments under the Lease are from year-to-year only and the City is not obligated to levy taxes or apply its general resources to make such payments beyond the then-current fiscal year. Except to the extent payable from the Net Proceeds of certain insurance policies and condemnation awards, from the Net Proceeds of subleasing of the Leased Property or from other amounts made available under the Indenture, the Series 2019 Certificates and the interest thereon are payable solely from the Revenues derived from the Lease, which consist principally of the Base Rentals and the Purchase Option Price, if paid. The payment of Base Rentals and Additional Rentals under the Lease constitutes a currently budgeted expenditure of the City, payable only if funds are appropriated by the Council in each year.

The obligation of the City to pay Base Rentals and Additional Rentals is limited to those moneys of the City which are specifically budgeted and appropriated by the Council for such purpose. Accordingly, nonrenewal of the Lease would mean the loss of occupancy of the Leased Property by the City. The Lease directs the officer of the City at the time charged with the responsibility of formulating budget proposals to include in the budget proposals submitted to the Council, in any year in which the Lease is in effect, items for all payments required for the ensuing fiscal year under the Lease, so that the decision to renew the Lease is to be made solely by the Council and not by any other officer of the City. The Lease declares that the present intention and expectation of the Council is that the Lease will be renewed annually until the leasehold interest in the Leased Property is acquired by the City pursuant to the Lease. This declaration is not, however, binding upon the current or any future Council.

There is no assurance that the City will renew the Lease, and there is no penalty to the City if the obligations of the City under the Lease are not renewed on an annual basis by the City. Accordingly, the likelihood that the Lease will continue in effect until the Series 2019 Certificates are paid is dependent upon factors which are beyond the control of the Owners of the Series 2019 Certificates. These factors include but are not limited to (a) the continuing need of the City for facilities such as the Leased Property, and (b) the continued ability of the City to generate sufficient funds from taxes and other sources to pay obligations associated with the Lease and other obligations of the City.

Payment of the principal of and interest on the Series 2019 Certificates following an Event of Nonappropriation or an Event of Default under the Lease will be dependent upon the ability of the Trustee to relet or dispose of its interest in the Leased Property, as to which no assurance can be given.

Sources of Payment of Base Rentals and Additional Rentals. The obligation of the City to pay Base Rentals and Additional Rentals pursuant to the Lease is limited to those City funds that are specifically budgeted and appropriated by the Council for such purpose. The Lease directs the City Manager of the City (or any other officer charged at any time with the responsibility of formulating budget proposals with respect to the Leased Property) to include, in the annual budget proposals submitted to the Council, items for all payments required under the Lease for the ensuing Fiscal Year, until such time, if any, as the City determines to terminate the Lease.

At the time of the execution and delivery of the Series 2019 Certificates, no debt service reserve fund will be established to secure the payment of the principal of and interest on the Series 2019 Certificates. The City has no intention of establishing a debt service reserve fund in the future to secure the payment of the principal of and interest on the Series 2019 Certificates.

Results of Nonrenewal of the Lease. In the event that the City does not budget and appropriate, specifically with respect to the Lease, on or before the last day of each fiscal year, moneys sufficient to pay all Base Rentals and the reasonably estimated Additional Rentals coming due for the ensuing fiscal year, an "Event of Nonappropriation" is deemed to have occurred. See APPENDIX B under the captions "—The Lease—Base Rentals and Additional Rentals" and "—The Lease—Nonappropriation" herein for a discussion of the results of an Event of Nonappropriation, and the ability of the Trustee to waive, under certain circumstances, the effects of the occurrence of an Event of Nonappropriation without notice to or the consent of the Owners of the Series 2019 Certificates.

If the Lease is not renewed because an Event of Nonappropriation has occurred, or is terminated because an Event of Default has occurred, the City is required to vacate or surrender possession of the Leased Property (a) by the end of the forty fifth day of the fiscal year in respect of which an Event of Nonappropriation occurs; or (b) within 30 days after notice by the Trustee, in the case of an Event of Default. The City may also terminate the Lease as a result of certain events described herein in APPENDIX B under the caption "—The Lease—Damage, Destruction and Condemnation." Upon an

Event of Nonappropriation or an Event of Default the Trustee may be required to relet or dispose of its interest in the Leased Property. The Net Proceeds from the sale of the Leased Property, along with other moneys then held by the Trustee under the Indenture (with certain exceptions as provided in the Lease and the Indenture), are required to be used to redeem all Certificates pro rata to the extent of such moneys. See the caption "THE SERIES 2019 CERTIFICATES—Redemption—Extraordinary Mandatory Redemption."

The Leased Property is to be insured by policies of casualty and property insurance or a self insurance program, as described in "APPENDIX B—SUMMARIES OF CERTAIN PROVISIONS OF LEGAL DOCUMENTS—The Lease—Insurance." In the event of the damage to, destruction of, or the discovery of a defect in construction with respect to, any of the Leased Property, and if the Net Proceeds from such insurance policies or certain other sources are insufficient to repair or replace such Leased Property, the City may terminate its obligations under the Lease with respect to such Leased Property by paying such Net Proceeds into the Certificate Fund. If the City exercises its option to terminate the Lease with respect to any of the Leased Property in such an event, such Leased Property is required to be subleased or the Trustee's interest by the Trustee under certain circumstances and the proceeds of such subleasing or sale are required to be applied to the redemption of the Series 2019 Certificates. See the caption "THE SERIES 2019 CERTIFICATES—Redemption—Extraordinary Mandatory Redemption."

Enforceability of Remedies. A termination of the Lease Term as a result of an Event of Nonappropriation or an Event of Default will give the Trustee the right to possession of, and the right to sublease, the Leased Property in accordance with the provisions of the Lease and the Indenture. The enforceability of the Lease, the Indenture and the Series 2019 Certificates is subject to applicable bankruptcy laws, principles of equity affecting the enforcement of creditors' rights generally and liens securing such rights, the police powers of the State and its political subdivisions and judicial discretion. Because of the delays inherent in enforcing the remedies of the Trustee upon the Leased Property through the courts, a potential purchaser of the Series 2019 Certificates should not anticipate that the remedies of the Trustee could be accomplished rapidly. Any delays in the ability of the Trustee to resolve its claim to possession of or title to the Leased Property may result in delays in the payment of the Series 2019 Certificates. No reserve fund is being established in connection with the Series 2019 Certificates.

Risk of Redemption Prior to Maturity. In considering whether the Series 2019 Certificates might be redeemed prior to maturity, Owners of the Series 2019 Certificates should consider the information included in this Official Statement under the caption "THE SERIES 2019 CERTIFICATES—Redemption." Except in a case where the Leased Property is foreclosed upon producing insufficient proceeds to pay all amounts owing to the Owners, the effect on Owners of such mandatory redemption would likely be the same as an early redemption at par.

Limited Alternate Use of Portions of the Leased Property. The Leased Property consists of real property and improvements of particular design and used for City purposes. Because of their configuration and contemplated use, portions of the Leased Property may not be easily converted to alternate uses. The real property constituting the Leased Property is specifically zoned as described under the caption "THE LEASED PROPERTY." The City has not and may not have the authority to bind itself to rezone the real property constituting the Leased Property. A potential purchaser of the Series 2019 Certificates should not assume that it will be possible to dispose of any interest in the Leased Property after an Event of Nonappropriation or an Event of Default (a) for an amount equal to the aggregate principal amount of the Series 2019 Certificates then outstanding plus accrued interest thereon and other amounts owing under the Lease and the Indenture; or (b) within a time period that would prevent a default in the timely payment of the Series 2019 Certificates. If the Series 2019 Certificates are redeemed subsequent to an Event of Nonappropriation or an Event of Default for an amount less than the aggregate

principal amount thereof and accrued interest thereon, no Owner of any Certificate has any further claim for payment against the Trustee or the City.

Specialized Use of Leased Property for Public Safety. The Leased Property is expected to consist entirely of facilities and related equipment providing fire protection, rescue and related emergency services to the City and its residents. Due to the use of the Leased Property to provide essential services and its critical importance to public safety, the enforcement of the remedies available after an Event of Nonappropriation or an Event of Default could be subject to additional delay or otherwise limited by equitable principles or the exercise of the inherent police powers of the State or City as described under the captions "RISK FACTORS–*Enforceability of Remedies*" and "*–Limited Alternate Use of Portions of the Leased Property*."

No Waiver of Condemnation by the City. As a Colorado political subdivision with condemnation powers, the City may be able to assert various claims to possession of the Leased Property which may be superior to the Trustee's rights to possess and dispose of its interest in the Leased Property under the Lease and the Indenture. The City has not waived, and may not have authority to waive, its rights to assert such claims in the future. The Lease provides that in the event of a condemnation of the Leased Property by the City, the City has agreed that the value of the condemned portion of the Leased Property is not to be 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.

Effects on the Series 2019 Certificates of an Event of Nonappropriation or an Event of Default. Bond Counsel will not render any opinion with respect to the applicability or inapplicability of the registration requirements of the Securities Act of 1933, as amended, to transfers of Series 2019 Certificates subsequent to a termination of the Lease by reason of an Event of Nonappropriation or an Event of Default. If the Lease is terminated by reason of an Event of Nonappropriation or an Event of Default, there is no assurance that the Series 2019 Certificates may be transferred without compliance with the registration provisions of the Securities Act of 1933, as amended, or applicable state laws, or the availability of an exemption therefrom.

In addition, Bond Counsel will express no opinion as to the treatment for federal or state income tax purposes of any amounts received by the Owners of the Series 2019 Certificates subsequent to a termination of the City's obligation under the Lease. There is no assurance that amounts received by the Owners of the Series 2019 Certificates as interest subsequent to an Event of Nonappropriation or an Event of Default will be excludable from gross income for purposes of federal and State of Colorado income taxation.

THE SERIES 2019 CERTIFICATES

The Series 2019 Certificates are issuable solely as fully registered certificates of participation in the denomination of $5,000 or integral multiples thereof. The Series 2019 Certificates are dated, mature and bear interest as described on the cover page hereof.

Security

The Series 2019 Certificates are payable solely from (a) annually appropriated Base Rentals and the Purchase Option Price, if any, paid by the City under the Lease; (b) moneys held by the Trustee in the Certificate Fund and, to the extent available for such purpose, the Construction Fund created under the

Indenture; and (c) following an Event of Nonappropriation or an Event of Default under the Lease, any moneys received by the Trustee from the sublease or sale or assignment of the Leased Property or the exercise of other remedies under the Lease and the Indenture. See "THE SERIES 2019 CERTIFICATES—Redemption" and APPENDIX B under the caption "—The Lease—Purchase Option." See also "RISK FACTORS—Right of the City to Renew the Lease Annually" and "—Results of Nonrenewal of the Lease." No provision of the Series 2019 Certificates, the Indenture, the Lease, or the Site Lease is to 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.

Base Rentals and Purchase Option Price. The Trustee will hold in trust, for the benefit of the Owners of the Series 2019 Certificates, the right to receive Base Rentals payable by the City under the Lease. The amount and timing of Base Rental payments are designed to provide sufficient moneys to the Trustee to pay the principal of and interest on the Series 2019 Certificates when due. Pursuant to the Lease, the City is entitled to a credit against the Base Rentals payable on any payment date for amounts on deposit in the Certificate Fund representing (a) accrued interest, if any, from the sale of Series 2019 Certificates; (b) earnings from the investment of moneys in the Certificate Fund; and (c) any 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 Certificate Fund. See "—Certificate Fund" below under this caption. Any legally available moneys may be applied to the City's payment obligations pursuant to the Lease.

The Purchase Option Price, which is payable only if and when the City exercises its option to purchase the Leased Property pursuant to the Lease, is designed to provide sufficient moneys to the Trustee to pay the redemption price of Series 2019 Certificates or to defease the Series 2019 Certificates through maturity or the next redemption date. See APPENDIX B.

The Lease does not prohibit the City from entering into other lease purchase agreements with the Trustee or any other lessor in connection with real or personal property other than the Leased Property.

Certificate Fund. The Indenture creates the Certificate Fund and requires that the Trustee deposit into the Interest Account of the Certificate Fund (a) all accrued interest and capitalized interest, if any, received at the time of the initial delivery of the Series 2019 Certificates; (b) that portion of each payment of Base Rentals made by the City which is designated and paid as the interest component thereof under the Lease; and (c) all other moneys received by the Trustee under the Indenture accompanied by directions that such moneys are to be deposited into the Interest Account of the Series 2019 Certificate Fund.

The Trustee is required by the Indenture to deposit into the Principal Account of the Certificate Fund (a) that portion of each payment of Base Rentals made by the City which is designated and paid as the principal component thereof under the Lease; and (b) all other moneys received by the Trustee under the Indenture accompanied by directions that such moneys are to be deposited into the Principal Account of the Certificate Fund.

Moneys in the Interest Account of the Certificate Fund are to be used solely for the payment of interest on the Series 2019 Certificates and moneys in the Principal Account of the Certificate Fund are to be used solely for the payment of the principal of and premium, if any due on the Series 2019 Certificates; provided that (a) in the event that there are any remaining moneys upon payment of the interest due on the Series 2019 Certificates, such moneys may be used for the payment of principal of any premium, if any, due on the Series 2019 Certificates; (b) moneys representing accrued interest received at the time of the initial delivery of any series of the Series 2019 Certificates are to be used solely to pay the first interest due on such Series 2019 Certificates; and (c) 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 the Series 2019 Certificates are to be used solely to pay the redemption price of the Series 2019 Certificates and to pay the principal of, premium if any, and interest on any Series 2019 Certificates following an Event of Default or Event of Nonappropriation.

Payment of Principal,
Redemption Price and Interest

While the Series 2019 Certificates remain in book entry only form, payments to Beneficial Owners are governed by the rules of DTC as described in "APPENDIX F—BOOK-ENTRY-ONLY SYSTEM." If DTC ceases to act as depository for the Series 2019 Certificates, payment may be made as described below.

The principal or redemption price, if any, of, and interest on, the Series 2019 Certificates is to be paid by check or draft mailed to each Owner of a Series 2019 Certificate. The Trustee and the Paying Agent may treat each Owner of a Series 2019 Certificate appearing on the registration books maintained by the Paying Agent as the absolute owner of such Series 2019 Certificate for all purposes and are not affected by any notice to the contrary.

Any Series 2019 Certificate delivered in transfer or exchange bears interest (a) from the date of execution, if executed on an Interest Payment Date to which interest has been paid; or (b) from the last preceding Interest Payment Date to which interest has been paid (or from the date of their original delivery if no interest thereon has been paid) in all other cases.

Interest on any Series 2019 Certificate is to be paid to the Owner of such Series 2019 Certificate as shown on the registration books kept by the Paying Agent as of the close of business on the "regular record date," which is the fifteenth day of the calendar month immediately preceding the month in which the Interest Payment Date occurs.

If the funds available under the Indenture are insufficient on any Interest Payment Date to pay the interest then due, such interest is payable to the Owners of the Series 2019 Certificates shown on the registration books as of a "special record date." If sufficient funds for the payment of such overdue interest thereafter become available, the Paying Agent is to establish a "special interest payment date" for the payment of the overdue interest and a "special record date" for determining the Owners of the Series 2019 Certificates entitled to such payments. Notice of each date so established is to be mailed to each such Owner at least 10 days prior to the special record date. The overdue interest is to be paid on the special interest payment date to the Owners of the Series 2019 Certificates entitled to such payments, as shown on the registration books kept by the Paying Agent as of the close of business on the special record date.

Redemption

Optional Redemption. 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 year 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 equal to 100% of their principal amount plus accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2019 Certificates maturing on December 1, 20__ are subject to mandatory sinking redemption on December 1 of the years and in the principal amounts specified below, at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date:

December 1 of the Year	**Principal Amount**
20__	$
20__	
20__	
20__ [1]	

[1] Maturity Date.

Notice of Redemption. Pursuant to the Indenture, notice of the call for any redemption, identifying the Series 2019 Certificates or portions thereof to be redeemed and specifying the terms of such redemption, is to be given by the Trustee by mailing a copy of the redemption notice by United States certified or registered first class mail, or by electronic means if to DTC, at least 30 days prior to the date fixed for redemption, to the Owner of each Series 2019 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, does not affect the validity of any proceedings of any Series 2019 Certificates as to which no such failure has occurred. Any notice so mailed is to be conclusively presumed to have been duly given, whether or not the Owner receives the notice. If at the time of mailing the notice of redemption there has not been deposited with the Trustee moneys sufficient to redeem all the Series 2019 Certificates called for redemption, which moneys are or will be available for redemption of Series 2019 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 will be of no effect unless such moneys are so deposited.

Redemption of Series 2019 Certificates in Whole upon an Event of Nonappropriation or Event of Default. The Series 2019 Certificates are to be called, for redemption in whole, on any date, in the event of the occurrence of an Event of Nonappropriation or the occurrence and continuation of an Event of Default under the Lease. The redemption price will 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 will be allocated among the Series 2019 Certificates in proportion to the principal amount of each Series 2019 Certificate. Notwithstanding any other provision of the Indenture, the payment of the redemption price of any Series 2019 Certificate pursuant to this redemption provision will 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 redemption provision will 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 is to, 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 will 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 is to 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, subject to the provisions of the Indenture, as soon as reasonably practicable, begin to exercise and diligently pursue all remedies available to the Trustee under the Lease in connection of such Event of Nonappropriation or Event of Default. The remainder of the redemption price, if any, is to be paid to the Owners if and when funds become available to the Trustee following the exercise of such remedies.

Transfer and Exchange

While the Series 2019 Certificates remain in book entry only form, transfers of ownership by Beneficial Owners may be made as described in "APPENDIX F—BOOK-ENTRY-ONLY SYSTEM." In the event that DTC ceases to act as depository for the Series 2019 Certificates, transfers may be effected as described below.

Books for the registration and transfer of Series 2019 Certificates are to be kept by the Trustee. Upon surrender for transfer of any Series 2019 Certificate at the principal corporate trust office of the Trustee, the Trustee is to execute and deliver in the name of the transferee a new Series 2019 Certificate of like aggregate principal amount and of the same maturity. Series 2019 Certificates may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Series 2019 Certificates of the same maturity of other authorized denominations. All Series 2019 Certificates presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner or by his attorney duly authorized in writing.

The Trustee is not required to transfer or exchange any Series 2019 Certificate during the period of 15 days next preceding any Interest Payment Date nor to transfer or exchange any Series 2019 Certificate after the mailing of notice calling such Series 2019 Certificate for redemption has been made, nor during the period of 15 days next preceding the mailing of such notice of redemption.

New Series 2019 Certificates delivered upon any transfer or exchange evidence the same obligations as the Series 2019 Certificates surrendered, are secured by the Indenture and entitled to all of the security and benefit thereof to the same extent as the Series 2019 Certificates surrendered. The person in whose name any Series 2019 Certificate is registered is deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest on any Series 2019 Certificate will be made only to or upon the written order of the registered owner thereof or his legal representative.

The Trustee is to require the payment, by any Owner requesting exchange or transfer of Series 2019 Certificates, of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

Continuing Disclosure Undertaking

In order to facilitate compliance by the Underwriter with Securities and Exchange Commission Rule 15c2-12 (the "Rule") the City will enter into an undertaking in substantially the form set forth in APPENDIX D hereto (the "Continuing Disclosure Undertaking") to provide certain information, including audited financial results, on an annual basis, and to provide notice of certain specified events contemplated by the Rule, to the information repositories designated in the Continuing Disclosure Undertaking.

The specific information required to be provided by the City under the Continuing Disclosure Undertaking includes: (a) notice of the occurrence of any of the listed events enumerated in the Rule; (b) annual audited financial statements; and (c) annual operating results with respect to the statistical and tabular material appearing in this Official Statement under the captions ["FINANCIAL INFORMATION CONCERNING THE CITY—General Fund Operating History," "—Major Sources of General Revenue," and "DEBT STRUCTURE OF THE CITY," as well as Tables VI, VII, VIII and IX].

The City has entered into numerous continuing disclosure undertakings in connection with other financing transactions. The City has adopted procedures to facilitate compliance with the requirements of its continuing disclosure undertakings. Failure to perform the Continuing Disclosure Undertaking does not constitute an Event of Default under the Lease, but the Continuing Disclosure Undertaking does provide that in the event of a failure to perform the Continuing Disclosure Undertaking, the owners of the Series 2019 Certificates have the right to seek a court order directing the City to perform its obligations thereunder. Any such failure may materially and adversely affect secondary market trading in the Series 2019 Certificates. [***To be updated, if needed, after review***]

USE OF PROCEEDS

Generally

Proceeds of the Series 2019 Certificates and other available funds are expected to be utilized by the City for the purposes of: (a) financing the Project; and (b) paying expenses of issuance of the Series 2019 Certificates.

Sources and Uses of Funds

The City anticipates the following sources and uses of funds in connection with the sale of the Series 2019 Certificates:

Sources:	
Principal Amount of Series 2019 Certificates	$10,625,000*
Net Original Premium	
Total Sources	$
Uses:	
Deposit to Construction Fund	$
Costs of Issuance (Legal, Administrative, Printing, Underwriting Discount, etc.)	
Total Uses	$

* Preliminary, subject to change.

The Project

The project financed with the proceeds of the Series 2019 Certificates consists of the construction of two new City-owned fire stations (the "Project"). Both fire stations are to be constructed on land owned by the City (collectively, the "Sites") and leased to the Trustee under the Site Lease.

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 Short Elliott Hendrickson, Inc., Denver, Colorado ("SEH"), 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, Longmont, Colorado, as general contractor (the "General Contractor"), pursuant to guaranteed maximum price 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.

Pursuant to the Lease, the City has agreed to construct the Project on behalf of the Trustee. Under the Indenture, the Trustee is authorized and directed to make payments from the Construction Fund established by the Indenture (the "Construction Fund") to pay (or to reimburse the City for the payment of) Project costs. Each such payment of Project costs is to be made only upon receipt by the Trustee of a requisition signed by a City Representative in substantially the form attached to the Indenture, together with a detailed explanation showing the payment to be necessary and reasonable.

THE LEASED PROPERTY

The Leased Property consists of the Trustee's leasehold interest under the Site Lease in the Sites and the Fire Stations to be constructed thereon, together with the equipment and improvements constructed as part of the Project. See "USE OF PROCEEDS–The Project."

[Update post project description]

THE SITE LEASE

The Trustee is to lease the Site Leased Property from the City pursuant to the Site Lease. The Trustee's leasehold interest in the Site Leased Property and the equipment and improvements to be constructed with proceeds of the Series 2019 Certificates constitutes the Leased Property, which is to be leased from the Trustee back to the City pursuant to the Lease. The stated term of the Site Lease ends December 31, 20[49], unless terminated earlier by the City's payment of all scheduled Base Rentals due under the Lease or by the City's payment of the Purchase Option Price. For a summary of the terms of the Site Lease, see "—Site Lease" in APPENDIX B.

THE LEASE

The Lease is an annually renewable obligation of the City. A summary of certain provisions of the Lease appears in APPENDIX B to this Official Statement.

The Leased Property may be released upon payment or prepayment in full of the related Base Rentals. See "THE LEASE—Base Rentals."

The facilities included in the Leased Property are intended to serve the City for the foreseeable future. However, it is not possible to predict the City's future needs over the entire term of the Lease.

Base Rentals

Set forth below is a schedule of the Base Rentals relating to the Leased Property to become due under the Lease for payment of the Series 2019 Certificates (assuming the City annually renews the Lease, which it is not obligated to do), a breakdown of the annual amounts allocable to the principal and interest components thereof, as well as a schedule of the aggregate Base Rentals due in connection with all of the other outstanding lease purchase financings of the City, which includes the outstanding Certificates of Participation, Series 2016 (the "Series 2016 Certificates").

TABLE I
Schedule of Base Rentals

Year	Series 2019 Certificates* Principal	Series 2019 Certificates* Interest	Series 2016 Certificates Total	Total:
2019	--	--	$1,601,950	$
2020	--		1,676,350	
2021	--		1,761,950	
2022	--		1,848,150	
2023	--		2,179,750	
2024	--		2,179,750	
2025	$530,000		2,181,750	
2026	555,000		2,180,500	
2027	575,000		2,181,000	
2028	595,000		2,178,000	
2029	620,000		2,181,800	
2030	645,000		2,178,000	
2031	670,000		2,181,800	
2032	700,000		2,177,800	
2033	725,000		2,181,200	
2034	755,000		2,176,600	
2035	785,000		2,179,200	
2036	815,000		2,178,450	
2037	850,000		--	
2038	885,000		--	
2039	920,000		--	
Total	$10,625,000	$	$37,404,000	

* Preliminary; subject to change
[1] Amounts to be paid from capitalized interest.
Source: The Financial Advisor

THE INDENTURE

Pursuant to the Indenture, the Trustee accepts certain duties to act on behalf of the Owners of the Series 2019 Certificates in the receipt and application of amounts which become payable under the Lease. A summary of certain provisions of the Indenture appears in APPENDIX B to this Official Statement.

THE CITY

General

The City was incorporated as a municipal corporation in 1886, and adopted its home rule charter in 1958. The City is located in central Weld County approximately 52 miles north of the Denver metropolitan area. The City encompasses approximately 47.3 square miles, has an estimated population of 108,175 according to the City's 2019 Annual Growth and Development Projection Report, and is the county seat of Weld County. See "APPENDIX E—ECONOMIC AND DEMOGRAPHIC INFORMATION."

Governing Body

Under its Charter, the City has a Council-Manager form of government. Pursuant to the Charter, and the Colorado Constitution, the City has all powers of local self-government. The governing body of the City is the six-member City Council (the "Council") and the Mayor. The Council has all legislative powers and all other powers of the City not otherwise conferred by the Charter. Four Council members are elected by ward and two are elected at large. The Council members serve four-year overlapping terms of office and are limited to a maximum of two consecutive terms. The Mayor serves a two-year term and is limited to a maximum of four consecutive two-year terms.

The Council meets on the first and third Tuesdays of the month, with the Mayor participating as a voting member and as the presiding officer. A Mayor Pro Tem is appointed from the Council membership to serve in the event of absence or disability of the Mayor. As compensation for their services, the Council members receive salaries of $1,000 per month, and the Mayor receives $1,500 per month. The present Council and their principal occupations and terms of office are as follows:

City Council Member	Present Term Expires (November) [1]	Principal Occupation
John Gates, Mayor	2019	Weld County School District 6 Security Director
Robb Casseday, Mayor-Pro Tem	2019	Architect/Planner
Michael Fitzsimmons, Ward III	2021	Development Director/Fundraising/Ordained Pastor
Dale Hall, Ward IV	2019	Owner Property Management Company
Brett Payton, Ward II	2021	Attorney
Jon Smail, Ward I	2019	Colorado Air National Guard, Satellite Communications Technician
Stacy Suniga, At-Large	2019	Boulder Valley School District - Operations Manager

The Council effects its decisions through the passage of ordinances, resolutions and motions. All legislative acts of a permanent nature must be in the form of ordinances. Certain acts of the Council also are required by the Charter to be in the form of ordinances, including, among others, those acts making appropriations, authorizing the borrowing of money, levying taxes or establishing a rule or regulation for the violation of which a penalty is imposed. All other actions, except as provided in the Charter, may be in the form of resolutions or motions.

Except as otherwise provided in the Charter, all ordinances must pass two readings by the affirmative vote of the majority of the Council members in office at that time. Adoption of emergency ordinances requires approval by the affirmative vote of two-thirds of the entire Council. An emergency ordinance may be in effect for no more than 90 days after its passage. The Council also may submit any proposed ordinance to a vote of the people. Unless otherwise prescribed in the ordinance, all ordinances take effect five days after final publication.

The Charter reserves to the City's electors the right to propose ordinances to the Council by means of an initiative procedure and to subject certain ordinances to reconsideration by the Council and a referendum vote; appropriations and tax levy authorizations are excluded from both the initiative and the referendum.

Administration and Management

The council-manager form of government vests responsibility for day-to-day City operations in the City Manager and the City's staff. The City Manager is appointed by the Council and serves for an indefinite term at the pleasure of the Council. The staff functions through the City's various departments which are under the direction of the City Manager.

The administrative and management personnel of the City most directly involved in the issuance of the Series 2019 Certificates are the City Manager, the Assistant City Manager/Finance Director and the City Attorney. These individuals' duties in City government and their relevant experience are summarized below.

City Manager. The City Manager is the chief administrative officer of the City. He is responsible to the Council for proper administration of all City affairs placed in his charge by the Charter or by law, including the direction and supervision of all administrative departments of the City with the exception of those under the direction of the City Attorney and the municipal court. He also is required to annually prepare and administer the City budget and to perform such other duties as requested by the Council.

Roy Otto was appointed City Manager as of September 1, 2005, after having served as interim City Manager since March 1, 2005. Mr. Otto had previously served as the City's Assistant City Manager for five years. Mr. Otto received a Bachelor of Arts degree from Colorado State University and a Master's Degree in Public Administration from the University of South Florida.

Assistant City Manager. The Assistant City Manager acts under the direction of the City Manager for the administration of Finance, Human Resources, and Information Technology.

Paul Fetherston joined the City of Greeley in May of 2019. He has been involved in executive-level management of municipal and county government for eighteen years, serving in similar positions for the County of Lake, Illinois, the City of Asheville, North Carolina, the City of Boulder, Colorado, the Town of Canton, Connecticut and the Town of Newington, Connecticut. Mr. Fetherston received his Bachelor of Arts in Political Science from Trinity College in Hartford, Connecticut and he has a Juris Doctor degree from Western New England University School of Law. He completed the Senior Executive Institute training at the University of Virginia, Weldon Cooper Center for Public Service.

Finance Director. The Finance Director acts under the direction of the Assistant City Manager and is responsible for the management of the financial affairs of the City. The Finance Director's responsibilities include, among others, oversight of the City's day-to-day financial activity and the preparation of the City's annual financial statements and annual budget.

Renee Wheeler has served as Finance Director since March of 2019, after serving as the Deputy Finance Director for over a year and a half. She has been involved in finance and budget administration for thirty years. For over five years, she served as the Administrative Director for a team that developed a new fire authority in northern Colorado, after serving as the Assistant City Manager for the City of Loveland for seven years. Before her time with the City, she served as a Budget and/or Finance Officer for the City and County of Broomfield, Colorado, the City of Keller, Texas and the City of Southlake, Texas. She is a Certified Government Finance Officer. Ms. Wheeler received her Bachelors of Science in Accounting from the University of Houston-Clear Lake and holds a Masters of Business Administration from Colorado State University.

City Attorney. The City Attorney is the chief legal officer of the City. The City Attorney is responsible for all the legal affairs of the City, except some limited legal matters for the Water and Sewer Department for which that department retains special legal counsel.

Douglas Marek was appointed City Attorney in December of 2012. He served as City Attorney for Ames, Iowa from 2006 until his appointment as City Attorney of the City. Mr. Marek earned his Bachelor of Arts degree from Colorado College in Colorado Springs, Colorado. He then went on to earn his Juris Doctorate from Drake University Law School in Des Moines, Iowa. Prior professional positions include Deputy Iowa Attorney General and First Assistant Story County Iowa Attorney.

City Employees

The City employs approximately 923 full-time regular employees receiving benefits. City employees are granted vacation and sick leave, or paid time off in varying amounts. See "Compensated Absences" under Note 2 of the City's 2018 audited financial statements in APPENDIX C hereto for information as to accumulation policies. The Charter expressly grants collective bargaining rights to the City's police officers and fire fighters; none of the City's other employees have collective bargaining rights. The City believes its relationship with its employees is satisfactory.

Pension Plans and
Other Post-Employment Benefits

The City provides five pension plans for eligible employees, including the City of Greeley Money Purchase Plan (a defined contribution plan), the Greeley Police Department Personal Defined Contribution Pension Plan, the Fire New-Hire Plan (a cost-sharing multiple-employer statewide defined benefit plan administered by the Colorado Fire and Police Pension Association ("FPPA")), the Police Old-Hire Pension Plan (an affiliated local plan of the Public Employee Retirement System, an agent multiple-employer defined benefit pension plan administered by the FPPA), and the Fire Old-Hire Pension Plan (an affiliated local plan of the Public Employee Retirement System, an agent multiple-employer defined benefit pension plan administered by the FPPA). A description of the City's retirement and pension plan obligations is included in Notes 14 and 15 of the City's 2018 audited financial statements in APPENDIX C hereto.

City Insurance Coverage

The City's insurance program includes a combination of self-insurance and commercial insurance coverage. The City presently has a $350,707,151 insurance policy with Liberty Mutual Insurance covering all of its structures and their contents. The policy has a $50,000 deductible per occurrence. The City is partially self-insuring general liability and automobile liability and public officials' liability insurance programs. In addition, the City has a $5,000,000 excess policy underwritten by Genesis Insurance with a $500,000 self-insured retention (SIR). The City also carries certain stop loss policies for its employee self-insured health plan and excess workers compensation coverage.

The City budgeted $13,630,114 for health premiums, $545,700 for dental premiums and other revenues in the amount of $150,750 for a total deposit to its Health Fund of $14,326,564 for 2018. The Health Fund accounts for allowable medical claims of City employees and their covered dependents. Self-insurance is in effect for claims up to $225,000 per employee per year. Claims greater than $225,000 per employee per year, and those in excess of $12,497,376 aggregate stop loss coverage, are insured by private insurance companies. The fund balance in the Health Fund as of December 31, 2018 was $6,039,035.

The City budgeted $2,099,793 for deposit to its Liability Fund for 2018, which fund accounts for the costs associated with providing a self-insurance fund for liability claims against the City. The Liability Fund had a balance of $1,050,981 as of December 31, 2018. Due to an increase in the Colorado Governmental Immunity Act maximum liability per occurrence, the City purchased an excess supplemental insurance policy.

The City has budgeted $1,661,466 for deposit in its Workers Compensation Fund in 2018, which fund accounts for the financing of costs associated with self-insuring the City's workers compensation expense. The Workers Compensation Fund had a fund balance of $5,867,527 as of December 31, 2018.

For additional information concerning the City's risk management and self-insurance programs, see Note 10 to the City's financial statements in APPENDIX C hereto.

Current Financial Obligations

The City's financial obligations are summarized in detail in Notes 8 and 9 to the City's 2018 audited financial statements attached as APPENDIX C to this Official Statement. With the exception of lease-purchase obligations subject to annual appropriation, enterprise revenue bonds and refunding obligations issued at a lower interest rate, the issuance of multi-year financial obligations by the City generally requires voter approval as described under the caption "CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, SPENDING AND BORROWING."

City Services

The City is a full service city, providing water and sewer service, police protection, fire protection, a municipal court system, street and road maintenance, cultural facilities and parks and recreation facilities throughout the City. Other facilities and services such as public transit, public schools, hospital, telephone, and power utilities are available to City residents through third-party providers.

FINANCIAL INFORMATION CONCERNING THE CITY

Budget Process

The City's fiscal year runs from January 1 to December 31. Pursuant to the Charter, on or before September 15 of each year the City Manager must prepare and submit a recommended budget to the Council. The recommended budget must provide detailed estimates of proposed expenditures for each City agency for the ensuing fiscal year. In addition, the budget must set forth the corresponding actual expenditures for the last full fiscal year, as much of the current fiscal year as possible, and estimates of expenditures for the balance of the current fiscal year. The budget also must set forth all actual and anticipated revenues from sources other than taxes for the equivalent periods. Statements including debt service requirements for debt obligations, the amount of debt authorized and unissued, and other information must be presented for the budget year. The estimated balance or deficit for the current fiscal year also must be stated in the budget. The Charter further requires the budget to set forth the amount to be raised from current and delinquent taxes and the amount to be raised from bond issues during the upcoming fiscal year which, together with any unappropriated revenue surplus and any revenues from other sources, will be necessary to meet the proposed expenditures. The Council also may request other supporting information to be included in the budget as necessary.

A public hearing on the proposed budget must be held before its final adoption. Notice of the hearing must be published at least two weeks prior to its scheduled date, stating that the proposed budget

is available for public inspection at the office of the City Clerk. The Council upon completion of the public hearing, but no later than December 15, adopt the budget and make the necessary appropriations by ordinance.

The Council may transfer any uncommitted, unreserved, unencumbered or unexpected appropriation balances or portions thereof from one department, office or agency to another, except as otherwise provided in the Charter and may make additional appropriations during the fiscal year for unanticipated expenditures, but such additional appropriations are not to exceed the amount by which actual and anticipated revenues of the year are exceeding the revenues as estimated in the budget, unless the appropriations are necessary to relieve an emergency endangering the public health, peace or safety.

The Council adopted the City's 2019 budget and appropriation ordinance on November 6, 2018, pursuant to the preceding procedure.

Budget Summary

Set forth in the following table is a summary of the General Fund 2018 and 2019 budgets, and the unaudited 2019 year-to-date data. Sales and use tax collections historically have constituted the City's major source of General Fund revenues. However, such collections are first deposited in the Sales and Use Tax Fund, with surplus amounts transferred to the General Fund after payment of current debt service and other requirements for the City's sales and use tax bonds. See "DEBT STRUCTURE OF THE CITY."

TABLE II
General Fund Budget Summary and Comparison

	2018 Budget (revised)	2019 Budget (adopted)	2019 Year-to-Date Actual [1]
Projected Beginning Fund Balance	$ 26,851,988	$ 19,360,121	$ 19,360,121
Resources:			
Property Taxes	10,230,784	11,568,011	11,322,848
Other Taxes	60,000	55,000	16,115
Charges For Services	11,082,736	10,832,187	5,579,603
Fines and Forfeits	2,166,100	2,382,710	1,033,255
Intergovernmental	9,392,970	8,662,951	2,280,977
Licenses and Permits	2,026,300	2,340,300	1,743,831
Miscellaneous	5,940,993	1,931,824	4,477,766
Transfers In	62,041,766	63,066,965	33,747,892
Total Resources	102,941,649	100,839,948	60,202,287
Expenditures by Department:			
City Attorney's Office	1,813,268	1,947,390	950,765
City Clerk	862,007	904,292	412,762
City Manager's Office	1,109,134	1,168,872	793,043
Communication Services	1,780,122	2,167,392	861,943
Community Development	4,358,523	5,170,257	2,791,678
Culture, Parks & Recreation	18,054,874	18,698,401	9,974,821
Economic Health & Housing	555,332	596,510	233,970
Finance	2,927,385	3,194,092	1,488,054
Fire	15,557,588	17,972,522	9,993,975
Human Resources	1,381,157	1,288,147	683,374
Municipal Court	1,075,579	1,081,215	580,126
Non-departmental	21,359,568	7,657,815	14,266,270
Police	28,078,994	28,863,916	16,633,700
Public Works	11,519,985	9,729,847	4,302,653
Total Expenditures	110,433,516	100,440,668	63,967,134
Projected Ending Fund Balance and Reserves	$ 19,360,121	$ 19,759,401	$ 15,595,274

[1] Unaudited year-to-date figures through July 31, 2019.
[2] The City transfers funds to: (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them; (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due; and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.
Source: City 2019-2020 biennial budget and the City Finance Department.

Financial Statements

Under Colorado law the Council is required to have the financial statements of the City audited at-least annually. The audited financial statements must be filed with the Council by July 1 of each year, and with the State Auditor 30 days thereafter. If such audit is not filed with the State Auditor, the State Auditor may authorize the county treasurer holding moneys of the City generated pursuant to the City's taxing authority to prohibit the release of such money until the City complies with the audit law.

The City's audited financial statements for the fiscal year ended December 31, 2018 are attached as APPENDIX C to this Official Statement. See "FINANCIAL STATEMENTS."

Major Sources of City Revenue

Sales and Use Tax Fund.

Municipal sales and use tax collections are the City's largest single source of tax revenue. Sales and use taxes are levied at the rate of 4.11% on most retail purchases. Only 3.46% is applicable to sales tax on food, because the Keep Greeley Moving sales tax (described below) is for street infrastructure and does not apply to food. The sales tax on food for home consumption (voter authorized in 2015 through 2021) is used for infrastructure maintenance, including primarily roads, parks and facilities. The 3.0% sales tax on all other merchandise is available for all general fund purposes. The 0.16% sales tax is dedicated to public safety operations and capital (voter authorized in 2018 through 2042). The 0.30% sales tax, referred to as the Quality of Life sales tax, is dedicated to parks, trails, recreation and museum improvements (voter authorized in 2018 through 2042). The 0.65% sales tax, referred to as the Keep Greeley Moving sales tax, is dedicated to street and sidewalk infrastructure improvements (voter authorized in 2015 through 2022).

Sales and use tax collections (all funds, including taxes and penalties) in 2018 totaled $88,723,397, which includes that portion of the City's sales tax collected in connection with the sale of food. The City's 2019 budget anticipates combined sales and use tax revenue of $91,989,393 in 2019.

The following table sets forth the City's sales and use tax collections (including penalties and interest) for both Sales and Use Tax Fund and the Street Infrastructure Improvements Fund since 2014.

TABLE III
Annual History of Sales and Use Tax Collections [1]

Year	Sales Tax Collection [2]	Percent Increase	Use Tax Collections	Percent Increase	Total Sales and Use tax Collections	Percent Increase
2014	$53,636,308	--	$8,179,719	--	$61,816,027	--
2015	55,302,818	3.11%	8,173,374	(0.08)%	63,476,192	2.69%
2016	67,276,278	21.65	6,566,608	(19.66)	73,842,886	16.33
2017	74,653,560	10.97	7,620,451	16.05	82,274,011	11.42
2018	79,910,890	7.04	8,812,507	15.64	88,723,397	7.84
2019 [3]	40,753,608	--	5,436,062	--	46,189,670	--

[1] Sales and use tax collections for both Sales and Use Tax Fund and the Street Infrastructure Improvements Fund.
[2] Interest and penalties on taxes is included in the table and is recorded in the Sales and Use Tax Fund.
[3] Sales and use tax collections through July 31, 2019.
Sources: City of Greeley, Finance Department

Set forth in the following table are the ten principal sales and use tax generators in the City. The table is based on sales and use tax remittances to the City during the 12-month period ended December 31, 2018. Because of the confidential nature of the gross sales of such entities, the identities of the vendors cannot be divulged under applicable provisions of law.

The identities of the ten principal sales and use tax generators in the City have not remained constant over the past ten years; the composition of these ten entities changes from time to time.

TABLE IV
Ten Principal Generators of Sales and Use Tax Revenues During 2018

Type of Business	Amount Collected	Percent of Total Collection(s) [1]
Grocery Store	$ 2,243,859	3.44%
Home Improvement	2,177,507	3.34%
Utility Company	2,090,629	3.21%
Home Improvement	1,564,251	2.40%
Discount Store	1,496,293	2.30%
Discount Store	1,456,612	2.24%
Discount Store	1,434,339	2.20%
Utility Company	1,127,425	1.73%
Electronics Store	879,546	1.35%
Auto /Retail	827,557	1.27%
Total	$15,298,0185	23.47%

[1] Percentages are based upon total sales and use tax collections by individual generators in 2018 of $65,167,945, which does not include sales tax on building permits or auto use tax.
Source: City of Greeley, Finance Department

General Fund.

The majority of revenues in the General Fund are derived from ad valorem property taxes, charges for services and intergovernmental revenues. These sources of revenue are applied to City operations and maintenance, capital expenditures and debt service repayment. Additional property taxes, charges for services and intergovernmental revenues are deposited into other funds of the City. The expenditure of certain of this revenue, or portions thereof, may be subject to restricted uses.

General Ad Valorem Taxes. The City certifies a mill levy upon which property taxes will be collected to the County Treasurer of Weld County. The City's general ad valorem taxes constitute a perpetual lien on and against the property taxed. To enforce such liens, the County Treasurer has the power to foreclose on and cause the sale or distraint of delinquent property as provided by law. The majority of property taxes collected are deposited by the City into the General Fund. The City's mill levy in 2018 for collection in 2019 is 11.274 mills. Property tax revenues in 2018 comprised approximately 25.02% of the total City General Fund revenues after the receipt of transferred sales and use tax funds, as noted in the table below. Property tax revenues in 2018 comprised approximately 7.9% of the total City General Fund revenues without the transfer of such sales and use tax funds. See "—Ad Valorem Property Taxes" below.

The City's tax base is reflected by the assessed valuation certified annually by the County Assessor to the City. The City's preliminary taxable assessed valuation for taxes to be collected in 2019 is $1,498,232,280, which is subject to change prior to the December 10, 2019 final certification date.

Other Revenues. The City also receives revenues from other sources including licenses and permits, intergovernmental revenues, charges for services, fines and forfeits, rents/royalties, and interest, among others.

General Fund Operating History

The following table shows a five-year history of the City's General Fund revenues, expenditures and changes in fund balances.

TABLE V
Comparative Statement of Revenues, Expenditures, and Changes in Fund Balance for the General Fund
Years Ended December 31,

	2014	2015	2016	2017	2018
Revenues:					
Property Taxes	$ 8,550,312	$ 8621,609	$ 9,758,491	$ 9,817,581	$11,323,438
Occupational Taxes	294,179	249,243	116,448	116,994	63,608
Penalties and Interest on Taxes	10,168	6,670	3,743	11,728	13,817
Licenses and Permits	1,978,747	1,925,842	2,192,662	2,318,473	3,319,626
Intergovernmental	7,924,952	8,232,958	7,465,167	7,574,311	8,608,608
Charges for Services	10,317,424	10,085,847	9,760,857	9,906,194	10,443,860
Fines and Forfeits	2,579,641	2,459,445	2,001,642	2,095,141	2,109,266
Miscellaneous	2,064,850	2,495,111	2,288,783	4,412,070	9,380,509
Total	33,720,273	34,076,725	33,587,793	36,252,492	45,262,732
Expenditures:					
General Government	6,997,678	7,903,998	8,312,489	8,797,110	9,265,372
Public Safety	36,437,377	37,768,558	39,036,386	39,708,583	42,068,426
Public Works	5,704,725	5,828,856	6,063,255	6,172,849	6,667,804
Culture, Parks & Recreation	14,783,065	15,124,106	16,089,056	16,136,237	17,194,530
Community Development	2,710,149	2,823,679	3,068,425	3,317,238	4,325,396
Non-departmental	1,564,052	1,251,430	3,179,005	2,223,692	2,758,149
Debt Service	52,925	39,777	39,778	39,777	39,777
Capital Outlay	1,065,070	716,616	1,324,982	2,114,374	2,516,579
Total	69,315,041	71,457,020	77,113,376	78,509,860	84,836,033
Deficiency Of Revenues Over Expenditures	(35,594,768)	(37,380,295)	(43,525,583)	(42,257,368)	(39,573,301)
Other Financing Sources (Uses):					
Transfers In [1]	50,714,134	52,055,964	53,519,638	56,693,472	62,365,761
(Transfers Out) [2]	(14,552,520)	(17,653,851)	(7,247,646)	(7,090,943)	(17,329,270)
Total	36,161,614	34,402,113	46,271,992	49,602,529	45,036,491
Net Change In Fund Balance	566,846	(2,978,182)	2,746,409	7,345,161	5,463,190
Fund Balance—January 1	25,117,451	25,684,297	22,706,117 [3]	25,452,526	32,797,687
Fund Balance—December 31	$25,684,297	$22,706,115 [3]	$25,452,526	$32,797,687	$38,260,877

[1] The City's General Fund has received transfers in from the Sales and Use Tax Fund for the years ended 2014-2018 in the amounts of $46,297,944, $46,788,436, $47,185,284, $51,590,155 and $56,744,741, respectively.
[2] The City transfers funds to: (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them; (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due; and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.
[3] Difference in the ending and beginning balances is due to rounding.
Source: Audited Financial Statements December 31, 2014-2018

Management's Discussion and Analysis of Material Trends in General Fund Operations

At the end of 2018, unassigned fund balance of the general fund was $30,867,082, while total fund balance increased to $38,260,878. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 30.2% of total fund expenditures (including transfers), while total fund balance represents 37.4% of that same amount.

The fund balance of the City of Greeley's general fund increased by $5,463,191 during 2018. Key factors in this change are as follows:

- An increase of $5,154,586 in the transfer from the sales and use tax fund, due to the increase in sales tax revenue;

- An increase of $4,659,980 in oil and gas royalties and leases; and

- An increase of $2,359,843 in public safety (police and fire) expenditures.

The City believes that it is fiscally prudent to establish reserves in the General, Sewer, Water and Stormwater funds to provide a fiscal cushion to absorb fluctuations in revenue due to economic conditions and fluctuations in expenditures due to unanticipated conditions. The City's fund balance policy requires that the General Fund unassigned fund balance maintain a minimum level of unrestricted fund balance equivalent to two months' of General Fund expenditures, plus operating transfers out, less any extraordinary expenditure items, calculated at the end of the most recent fiscal year. As of December 31, 2018, this balance was $14,662,217. This same policy requires that the Sewer, Water and Stormwater Funds' working capital balances shall be maintained at 25% of prior year audited operating expenses less depreciation, calculated at the end of the most recent fiscal year; these Funds have the appropriate working capital.

See also the Management's Discussion and Analysis included in to the City's 2018 audited financial statements in APPENDIX C hereto.

Ad Valorem Property Taxes

Property Subject to Taxation. Subject to the limitations imposed by TABOR (described under the caption "CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, SPENDING AND BORROWING"), the City has the power to certify to the Board of County Commissioners of the County (the "Commissioners") a levy for collection of ad valorem taxes against all taxable property within the City.

Both real and personal property are subject to taxation, but there are certain classes of property which are exempt. These include, but are not limited to, property of the United States of America; property of the State and its political subdivisions; public libraries; public school property; certain charitable property not used for profit; health care facilities; nonprofit water companies; licensed, nonprofit child care facilities; religious property; nonprofit cemeteries; irrigation ditches, canals, and flumes used exclusively to irrigate the owner's land; household furnishings and personal effects not used to produce income; property used by a fraternal or veterans' organization; intangible personal property; inventories of merchandise and materials, and supplies which are held for consumption by a business or are held primarily for sale; livestock; agricultural and livestock products; agricultural equipment which is used on the farm or ranch in the production of agricultural products; and works of art on loan to a political subdivision, gallery or museum operated by a charitable organization. The State Board of Equalization supervises the administration of all laws concerning the valuation and assessment of taxable property and the levying of property taxes.

Assessment of Property. Taxable property is first appraised by the County's assessor (the "County Assessor") to determine its statutory "actual" value. This amount is then multiplied by the appropriate assessment percentage to determine each property's assessed value. The mill levy of each taxing entity is then multiplied by this assessed value to determine the amount of property tax levied upon

such property by such taxing entity. Each of these steps in the taxation process is explained in more detail below.

Determination of Statutory Actual Value. The County Assessor annually conducts appraisals in order to determine, on the basis of statutorily specified approaches, the statutory "actual" value of all taxable property within the County as of January 1. Most property is valued using a market approach, a cost approach or an income approach. Residential property is valued using the market approach, and agricultural property, exclusive of building improvements thereon, is valued by considering the earning or productive capacity of such lands during a reasonable period of time, capitalized at a statutory rate.

The statutory actual value of a property is not intended to represent its current market value, but, with certain exceptions, is determined by the County Assessor utilizing a "level of value" ascertained for each two-year reassessment cycle from manuals and associated data published by the State Property Tax Administrator for the statutorily-defined period preceding the assessment date. The statutory actual value is based on the "level of value" for the period one and one-half years immediately prior to the July 1 preceding the beginning of the two-year reassessment cycle (adjusted to the final day of the data-gathering period).

The County Assessor may consider market sales from more than one and one-half years immediately prior to July 1 if there were insufficient sales during the stated market period to accurately determine the level of value.

Oil and gas leaseholds and lands, producing mines and other lands producing nonmetallic minerals are valued based on production levels rather than by the base year method. Public utilities are valued by the State Property Tax Administrator based upon the value of the utility's tangible property and intangibles (subject to certain statutory adjustments), gross and net operating revenues and the average market value of its outstanding securities during the prior calendar year.

Determination of Assessed Value. Assessed valuation, which represents the value upon which ad valorem property taxes are levied, is calculated by the County Assessor as a percentage of statutory actual value. The percentage used to calculate assessed valuation differs depending upon the classification of each property.

Residential Property. To avoid extraordinary increases in residential real property taxes when the base year level of value is changed, the State constitution requires the Colorado General Assembly to adjust the assessment rate of residential property for each year in which a change in the base year level of value occurs. This adjustment is constitutionally mandated to maintain the same percentage of the aggregate statewide valuation for assessment attributable to residential property which existed in the previous year (although, notwithstanding the foregoing, TABOR prohibits any valuation for assessment ratio increase for a property class without prior voter approval).

Non-residential property. All non-residential taxable property (including commercial property) with certain specified exceptions, is assessed at 29% of its statutory actual value. Producing oil and gas property is generally assessed at 87.5% of the selling price of the oil and gas.

Protests, Appeals, Abatements and Refunds. Property owners are notified of the valuation of their land or improvements, or taxable personal property and certain other information related to the amount of property taxes levied, in accordance with statutory deadlines. Property owners are given the opportunity to object to increases in the statutory actual value of such property, and may petition for a hearing thereon before the County Board of Equalization. Upon the conclusion of such hearings, the County Assessor is required to complete the assessment roll of all taxable property and, no later than

August 25 each year, prepare an abstract of assessment therefrom. The abstract of assessment and certain other required information is reviewed by the State Property Tax Administrator prior to October 15 of each year and, if necessary, the State Board of Equalization orders the County Assessor to correct assessments. The valuation of property is subject to further review during various stages of the assessment process at the request of the property owner, by the State Board of Assessment Appeals, the State courts or by arbitrators appointed by the Commissioners. On the report of an erroneous assessment, an abatement or refund must be authorized by the Commissioners; however, in no case will an abatement or refund of taxes be made unless a petition for abatement or refund is filed within two years after January 1 of the year in which the taxes were levied. Refunds or abatements of taxes are prorated among all taxing entities which levied a tax against the property.

Statewide Review. The Colorado General Assembly is required to cause a valuation for assessment study to be conducted each year in order to ascertain whether or not county assessors statewide have complied with constitutional and statutory provisions in determining statutory actual values and assessed valuations for that year. The final study, including findings and conclusions, must be submitted to the Colorado General Assembly and the State Board of Equalization by September 15 of the year in which the study is conducted. Subsequently, the Board of Equalization may order a county to conduct reappraisals and revaluations during the following property tax levy year. Accordingly, the City's assessed valuation may be subject to modification following any such annual assessment study.

Taxation Procedure. The County Assessor is required to certify to the City the assessed valuation of property within the City no later than August 25 of each year. Subject to the limitations of TABOR, based upon the valuation certified by the County Assessor, the Council computes a rate of levy which, when levied upon every dollar of the valuation for assessment of property subject to the City's property tax, and together with other legally available City revenues, will raise the amount required by the City in its upcoming fiscal year. The City subsequently certifies to the Commissioners the rate of levy sufficient to produce the needed funds. Such certification must be made no later than December 15 of the property tax levy year for collection of taxes in the ensuing year. The property tax rate is expressed as a mill levy, which is the rate equivalent to the amount of tax per $1,000 of assessed valuation.

The Commissioners levy the tax on all property subject to taxation by the City. By December 22 of each year, the Commissioners must certify to the County Assessor the levy for all taxing entities within the County. If the Commissioners fail to so certify, it is the duty of the County Assessor to extend the levies of the previous year. Further revisions to the assessed valuation of property may occur prior to the final step in the taxing procedure, which is the delivery by the County Assessor of the tax list and warrant to the County Treasurer.

Property Tax Collections. Taxes levied in one year are collected in the succeeding year. Thus, taxes certified in 2018 are being collected in 2019. Taxes are due on January 1st in the year of collection; however, they may be paid in either one installment (not later than the last day of April) or in two equal installments (not later than the last day of February and June 15) without interest or penalty. Interest accrues on unpaid first installments at the rate of 1% per month from March 1 until the date of payment unless the whole amount is paid by April 30. If the second installment is not paid by June 15, the unpaid installment will bear interest at the rate of 1% per month from June 16 until the date of payment. Notwithstanding the foregoing, if the full amount of taxes is to be paid in a single payment after the last day of April and is not so paid, the unpaid taxes will bear penalty interest at the rate of 1% per month accruing from the first day of May until the date of payment. The County Treasurer collects current and delinquent property taxes, as well as any interest or penalty, and after deducting a statutory fee for such collection, remits the balance to the City on a monthly basis.

All taxes levied on property, together with interest thereon and penalties for default, as well as, all other costs of collection constitute a perpetual lien on and against the property taxed from January 1st of the property tax levy year until paid. Such lien is on a parity with the tax liens of other general taxes. It the County Treasurer's duty to enforce the collection of delinquent real property taxes by tax sale of the tax lien on such realty. Delinquent personal property taxes are enforceable by distraint, seizure, and sale of the taxpayer's personal property. Tax sales of tax liens on realty are held on or before the second Monday in December of the collection year, preceded by a notice of delinquency to the taxpayer and a minimum of four weeks of public notice of the impending public sale. Sales of personal property may be held at any time after October 1st of the collection year following notice of delinquency and public notice of sale. There can be no assurance that the proceeds of tax liens sold, in the event of foreclosure and sale by the County Treasurer, would be sufficient to produce the amount required with respect to property taxes levied by the City and property taxes levied by overlapping taxing entities, as well as any interest or costs due thereon. Further, there can be no assurance that the tax liens will be bid on and sold. If the tax liens are not sold, the County Treasurer removes the property from the tax rolls and delinquent taxes are payable when the property is sold or redeemed. When any real property has been stricken off to the County and there has been no subsequent purchase, the taxes on such property may be determined to be uncollectible after a period of six years from the date of becoming delinquent and they may be canceled by the Commissioners after that time.

Ad Valorem Property Data

A five-year history of the City's certified assessed valuation and mill levies is set forth in the following table.

TABLE VI
History of Assessed Valuations and Mill Levies for the City

Levy Year	Collection Year	Gross Assessed Valuation	Percent Change	Mill Levy
2014	2015	$ 878,455,030	--	11.274
2015	2016	976,725,880	11.19%	11.274
2016	2017	968,104,190	(0.88)	11.274
2017	2018	1,103,966,610	14.03	11.274
2018	2019	1,171,589,720	6.13	11.274
2019[1]	2020[1]	1,498,232,280	27.88	n/a

[1] Preliminary assessed valuation are as of August 15, 2019, which is subject to change prior to the December 10, 2019 final certification date. Mill levies for the 2019 levy year, for the collection of ad valorem property taxes in 2020, are to be certified in December 2019.
Sources: Weld County Assessor's Office

The following table sets forth the City's current ad valorem property tax collections for the time period indicated.

TABLE VII
Property Tax Collections in the City

Levy Year	Tax Year	Taxes Levied [1]	Current Collections [2]	Current Collections As a % of Tax Levied
2013	2014	$ 8,575,677	$8,564,202	99.87%
2014	2015	8,732,870	8,694,776	99.56
2015	2016	9,866,497	9,824,502	99.57
2016	2017	9,827,041	9,826,198	99.99
2017	2018	11,341,187	11,326,168	99.87
2018	2019	11,762,566	11,322,848	96.26

[1] Represents the tax levy as certified to the County Treasurer on December 31 including any adjustments thereon.
[2] The County Treasurer's collection fees have not been deducted from these amounts. Figures represent current collections only and do not take into account either interest paid on current taxes, or delinquent taxes paid with any interest and/or penalties thereon.
[3] Property tax collections through July 31, 2019.
Sources: City of Greeley audited financial statements December 31, 2014-2018 and the City Finance Department

Based upon the most recent certified information available from the Weld County Assessor's Office, the following table lists the largest taxpayers within the City as measured by assessed value. A determination of the largest taxpayers can be made only by manually reviewing individual tax records. Therefore, it is possible that owners of several small parcels may have an aggregate assessed value in excess of those set forth in the following table. Furthermore, the taxpayers shown in the table may own additional parcels within the City not *i*ncluded herein.

No independent investigation has been made of and consequently there can be no representation as to the financial conditions of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City.

TABLE VIII
Ten Largest Taxpayers Within the City

Taxpayer Name 2018 Assessed	Valuation Percentage of Total	Assessed Valuation [1]
Leprino Food Company	9.50%	$111,335,900
Extraction Oil & Gas LLC	2.43	28,477,610
Public Service Company of Colorado (Xcel)	2.01	23,581,760
JDM II SF National LLC	1.19	13,991,780
SRC Energy Inc.	0.99	11,542,770
JBS USA LLC	0.92	10,794,300
Qwest Corporation	0.90	10,551,300
Noble Energy Inc.	0.84	9,783,980
Lincoln Park Hotel LLC	0.68	7,990,250
Atoms Energy Corporation	0.64	7,522,350
Total	20.10%	$235,572,000

[1] Based on a 2018 assessed valuation of $1,171,589,720. According to the Weld County Assessor, the largest taxpayer information for the 2019 levy year is not available until after final certification in December 2019.
Source: Weld County Assessor's Office

The following table sets forth the preliminary 2019 assessed valuation of specific classes of property within the City, which is subject to change prior to the December 10, 2019 final certification date. As shown below, residential property accounts for the largest percentage of the City's assessed valuation, and therefore, owners of residential property are anticipated to pay the largest percentage of ad valorem property taxes levied by the City.

TABLE IX
Assessed Valuation of Classes of Property in the City [1]

Class	Preliminary 2019 Assessed Valuation	Percent of Total Assessed Valuation
Residential	$ 611,612,500	40.82%
Commercial	461,780,580	30.82
Oil and Gas	190,929,660	12.74
Industrial	161,049,990	10.75
State Assessed	53,464,820	3.57
Vacant	17,671,210	1.18
Agricultural	1,617,230	0.11
Natural Resources/Minerals	106,290	0.01
Total	$1,498,232,280	100.00%

[1] Preliminary assessed valuations are as of August 15, 2019, which is subject to change prior to the December 10, 2019 final certification date.
Source: Weld County Assessor's Office

Mill Levies Affecting
Property Owners Within the City

In addition to the City's ad valorem property tax levy, owners of property within the City are obligated to pay taxes to other taxing entities in which their property is located. As a result, property owners within the City's boundaries may be subject to different mill levies depending upon the location of their property. The following table is a sample mill levy that may be imposed on certain property within the City and is not intended to portray the mills levied against all properties within the City. See also "DEBT STRUCTURE OF THE CITY—Estimated Overlapping General Obligation Debt."

TABLE X
Sample Mill Levy Affecting City Property Owners

Taxing Entity[1]	2018 Mill Levy
Weld County School District No. 6	45.954
Weld County	15.038
Aims Junior College District	6.305
High Plains Library	3.252
Northern Colorado Water Conservancy District	1.000
Total Sample Overlapping Mill Levy	71.549

[1] Certain properties within the City are not located within the boundaries of all the entities listed above, and thus are subject to a smaller or larger total mill levy.
Source: Weld County Assessor's Office

DEBT STRUCTURE OF THE CITY

Authority for Debt and Other Obligations

The City is authorized by its Charter to issue short term notes (maturing before the end of the fiscal year), general obligation bonds, revenue bonds, special or local improvement bonds, and other securities not in contravention of the Charter. The aggregate amount of outstanding general obligation indebtedness (other than water or sewer bonds) may not exceed 10% of the assessed valuation of the taxable property within the City as shown by the last preceding assessment for tax purposes. However, not included in the debt limit computation are short term notes, bonds issued for water and sewer purposes, special or local improvement district bonds, and securities payable solely from revenues derived from the project or capital improvements acquired with the proceeds thereof, from any sales, use, or excise tax, or from any source other than ad valorem property taxes. General obligation and system revenue bonds may be refunded pursuant to ordinance. Pursuant to the Charter, the issuance of general obligation bonds (except water and sewer bonds and refunding obligations) requires an authorizing election; however, with certain exceptions, the issuance of multiple-fiscal year obligations requires an election pursuant to TABOR. The exceptions to this requirement include refunding bonded debt at a lower interest rate, bonds issued by an enterprise (as defined in TABOR) and obligations secured by pledged cash reserves. See "CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, SPENDING AND BORROWING." The City also may enter into contracts and leases authorized by the Council, including lease purchase contracts such as the Lease.

The City may pursue any of the foregoing alternatives to finance capital improvement projects. However, it is the current policy of the Council that the Water and Sewer Department operate on a self-supporting basis as required by the Charter, that street improvements be constructed and paid for by the benefited developers through local improvement districts, and that future capital improvements projected

over the next several years be financed out of the City's capital projects funds and from bond proceeds and sales and use tax revenues.

Debt or Indebtedness. "Debt" or "indebtedness" means, as used in this paragraph and in the following table, generally, long-term obligations backed by the full faith and credit of the City. As of December 31, 2018, the City had no outstanding debt which is chargeable against its current legal debt limit of $117,158,972, leaving a legal debt margin of $117,158,972. The City currently has no authorized but unissued general obligation indebtedness.

Revenue Obligations. The City has the power to issue revenue securities pursuant to an ordinance, for any public purpose payable from any source of revenues other than ad valorem property taxes.

As of December 31, 2018 the City's outstanding obligations secured by a pledge of water revenues were as follows:

Water Revenue Bonds, Series 2018	$41,920,000
Water Revenue Refunding Bonds, Series 2016	30,385,000
Water Revenue Refunding Bonds, Series 2014	5,855,000
Water Revenue Bonds, Series 2012	21,360,000
Total Water Revenue Obligations:	$99,520,000

The City also has outstanding the following ***non-water*** revenue obligations:

First-Lien Sewer Improvement Revenue Bonds, Series 2018	$11,065,000
Sanitary Water Revenue Bonds, Series 2015	4,830,000
Stormwater Revenue Bonds, Series 2015	6,890,000
Sales and Use Tax Refunding Revenue Bonds, Series 2014	8,790,000
Sales and Use Tax Refunding Revenue Bonds, Series 2012	9,025,000
Total Non-Water Obligations:	$40,600,000

The City also has outstanding the following lease purchase financings:

Certificates of Participation, Series 2016	$25,545,000
Certificates of Participation, Series 2019	10,625,000*
Total Water Revenue Obligations:	$36,170,000*

* Preliminary; subject to change

[1] Upon issuance of the Series 2019 Certificates

Other Financial Obligations. Additional commitments and contingencies are described in the City's 2018 audited financial statements attached to this Official Statement as APPENDIX C.

Special Assessments. The City has the power to issue special assessment bonds payable from assessments against benefited properties within special improvement districts formed for the purpose of constructing certain improvements. Such bonds do not constitute an indebtedness of the City. As of December 31, 2018, the City had no outstanding special assessment bonds.

Estimated Overlapping General Obligation Debt

In addition to the general obligation indebtedness of the City, other taxing entities overlap or partially overlap the boundaries of the City. The following table sets forth those taxing entities, as of December 31, 2018, which currently pay their general obligation debt directly from a mill levy assessed against property within the City boundaries.

TABLE XI
Estimated Overlapping General Obligation Debt

Overlapping Entity	2018 Assessed Valuation	Outstanding General Obligation Debt	Outstanding General Obligation Debt Chargeable to the City	
			Percent	Debt
Weld County School District RE-6	$ 1,809,857,720	$ 42,420,277	90.00%	$ 38,178,249
Central Colorado Water Conservancy District (CCW)	3,317,863,120	24,950,000	1.00	249,500
Central Colorado Water Subdistrict (CCS)	2,639,289,370	5,277,455	1.00	52,774
Central Colorado Water Well (CCA)	238,097,680	13,572,368	1.00	135,724
Weld County School District RE-4	989,871,810	121,825,000	100.00	121,825,000
Tri-Pointe Commercial Metropolitan District	6,895,960	13,160,000	100.00	13,160,000
Tri-Pointe Residential Metropolitan District	3,590,270	6,140,000	100.00	6,140,000
Weld County School District RE-5J	554,065,360	6,930,000	5.00	346,500
Little Thompson Water District	790,499,900	9,693,774	5.00	484,689
North Weld County Water District)	1,095,458,530	11,810,000	1.00	118,100
High Plains Library District	10,499,315,430	1,080,000	9.50	102,600
City Center West Residential Metropolitan District	200,740	4,190,000	100.00	4,190,000
Total Estimated Overlapping General Obligation Debt:	$21,945,005,890	$261,048,874		$184,983,137

1 Other entities overlap the City; however such other entities do not currently have any outstanding general obligation debt, and therefore are not listed in this table.
Sources: The City's 2018 audited financial statements and the Weld County Assessor

Debt Ratios

The following table sets forth information relating to the ratio of direct debt to the preliminary 2019 assessed valuation and estimated statutory "actual" valuation within the City, which is subject to change prior to the December 10, 2019 final certification date.

TABLE XII
Debt Ratios

Net Direct Outstanding General Obligation Debt	$-0-
Estimated Overlapping Debt [1]	$184,983,136
Total Net Direct and Estimated Overlapping Debt	$184,983,136
Preliminary 2019 Assessed Valuation [2]	$1,498,232,280
Preliminary 2019 Estimated Statutory Actual Value [2, 3]	$11,216,164,882
Net Direct Debt to Assessed Valuation	0.00%
Net Direct Debt to Estimated Statutory Actual Value	0.00%
Net Direct Debt Plus Estimated Overlapping Debt to Assessed Valuation	12.35%
Net Direct Debt Plus Estimated Overlapping Debt to Estimated Statutory Actual Value	1.65%
2019 Estimated Population [4]	108,175
Net Direct Debt Per Capita	$-0-
Net Direct Debt Plus Estimated Overlapping Debt Per Capita	$1,721

[1] See "—Estimated Overlapping General Obligation Debt" in this section.
[2] Preliminary assessed and "actual" valuations as certified by the Weld County Assessor for 2019, which are subject to change prior to the December 10, 2019 final certification date.
[3] This figure has been provided by Weld County Assessor's Office. Estimated statutory "actual" value is an estimate only and it is not intended to represent market value.
[4] 2019 population estimate has been provided by the City.

CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, SPENDING AND BORROWING

At the general election held November 3, 1992, the voters of the State approved an initiated amendment ("TABOR") to the Colorado Constitution limiting the ability of the State and local governments such as the City to increase revenues, debt and spending and restricting property, income and other taxes. Generally, TABOR limits the percentage increases in spending and property tax revenues to the prior year's amounts, adjusted for inflation, local growth and voter approved changes. In addition, TABOR requires that the State and local governments obtain voter approval for certain tax or tax rate increases and to create any "multiple fiscal year direct or indirect debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years," except for refinancing debt at a lower interest rate or adding new employees to existing pension plans. The Lease is not a multiple fiscal year obligation for purposes of TABOR because it is subject to annual appropriation.

TABOR excepts from its restrictions the borrowings and fiscal operations of "enterprises," which term is defined to include government owned businesses authorized to issue their own revenue bonds and receiving less than 10% of their revenues in grants from all Colorado State and local governments combined. The City currently maintains its Water, Sewer and Storm Water Systems as enterprises.

In 1999, the City's electorate voted to exempt the City from the TABOR revenue and spending limits. However, the City remains subject to TABOR's restrictions on new and increased taxes, mill levy increases and creation of financial obligations.

TABOR continues to affect many aspects of the City's financial operations, revenue sources and budgetary planning. Many of the provisions of TABOR are ambiguous and will require judicial

interpretation. The application of TABOR, particularly during periods of reduced or negative growth, may adversely affect the financial condition and operations of the City to an extent which cannot be predicted.

FINANCIAL ADVISOR

Hilltop Securities Inc. is employed as Financial Advisor to the City to render certain professional services including advising the City concerning the structuring and competitive sale of the Series 2019 Certificates and assisting in the preparation of this Official Statement. In its role as financial advisor to the City, the Financial Advisor has not undertaken either to make an independent verification of or to assume responsibility for the accuracy or completeness of the information contained in this Official Statement and the appendices hereto and is not permitted to underwrite the Series 2019 Certificates.

RATINGS

Moody's Investors Service ("Moody's") has assigned a rating of "___" (with a [stable] outlook) to the Series 2019 Certificates. Such ratings reflect only the view of the rating agency and any desired explanation of the significance of either of such ratings should be obtained from the rating agency. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agency if, in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2019 Certificates.

LITIGATION

There is no litigation now pending or, to the knowledge of the City, threatened, which questions the validity of the Lease, the Series 2019 Certificates or of any proceedings of the City taken with respect to the execution, delivery and performance or sale thereof.

LEGAL MATTERS

Legal matters incident to the authorization and issuance of the Series 2019 Certificates are subject to approval by Kutak Rock LLP, Bond Counsel, whose opinion is expected to be delivered in substantially the form set forth in APPENDIX A hereto. In addition to acting as Bond Counsel, Kutak Rock LLP has also been retained to advise the City concerning, and has assisted in, the preparation of this Official Statement. Certain legal matters will be passed upon for the City by the Office of the City Attorney.

TAX MATTERS

Generally

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, the portion of the Base Rentals paid by the City with respect to the Series 2019 Certificates which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Series 2019 Certificates (the "Interest Portion"), is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinions described in the preceding sentence assume the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the

Internal Revenue Code of 1986, as amended (the "Code"), that must be met subsequent to the issuance of the Series 2019 Certificates. Failure to comply with such requirements could cause the Interest Portion to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Certificates. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2019 Certificates, and has expressed no opinion as to the effect of any termination of the obligations of the City under the Lease, under certain circumstances as provided in the Lease, upon the treatment for federal income tax purposes of any moneys received by the Owners of the Series 2019 Certificates subsequent to such termination.

Notwithstanding Bond Counsel's opinion that the Interest Portion is not a specific preference item for purposes of the federal alternative minimum tax, such Interest Portion will be included in adjusted current earnings of certain corporations, and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of such corporations' adjusted current earnings over their alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses).

The accrual or receipt of the Interest Portion may otherwise affect the federal income tax liability of the Owners of the Series 2019 Certificates. The extent of these other tax consequences will depend upon such Owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2019 Certificates, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2019 Certificates.

In the opinion of Bond Counsel, under existing State of Colorado statutes, to the extent the Interest Portion is excludable from gross income for federal income tax purposes, such Interest Portion is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Series 2019 Certificates under the laws of the State of Colorado or any other state or jurisdiction, and has expressed no opinion as to the effect of any termination of the obligations of the City under the Lease, under certain circumstances as provided in the Lease, upon the treatment for Colorado income tax purposes of any moneys received by the Owners of the Series 2019 Certificates subsequent to such termination.

Recognition of Income Generally

Section 451 of the Code was amended by Pub. L. No. 115-97, enacted December 22, 2017 (sometimes referred to as the Tax Cuts and Jobs Act), to provide that taxpayers using an accrual method of accounting for federal income tax purposes generally will be required to include certain amounts in income, including original issue discount, no later than the time such amounts are reflected on certain financial statements of such taxpayer. The application of this rule may require the accrual of income earlier than would have been the case prior to the amendment of Section 451 of the Code. The rule generally applies to taxable years after 2017, except that in the case of income from a debt instrument having original issue discount, the rule does not apply until taxable years after 2018. Investors should consult their own tax advisors regarding the application of this rule and its impact on the timing of the recognition of income related to the Series 2019 Certificates under the Code.

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Series 2019 Certificates is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2019 Certificates who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2019 Certificates from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

Changes in Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2019 Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to obligations issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2019 Certificates. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2019 Certificates or the market value thereof would be impacted thereby. Purchasers of the Series 2019 Certificates should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2019 Certificates, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

UNDERWRITING

The Series 2019 Certificates were purchased by competitive sale on November __, 2019, by the Underwriter named on the cover page hereof (the "Underwriter"), for a price equal to $_____ (representing the par amount of the Series 2019 Certificates, plus premium, less Underwriters' discount of $_____).

FINANCIAL STATEMENTS

The financial statements of the City for the fiscal year ended December 31, 2018, which are included here as APPENDIX C, have been audited by independent auditors, Anton Collins Mitchell LLP, Certified Public Accountants, Greeley, Colorado, as stated in their report appearing therein. Anton Collins Mitchell LLP has not been engaged to perform, and has not performed, since the date of their report included therein, any procedures on the financial statements addressed in that report. Anton Collins Mitchell LLP also has not performed any procedures relating to this Official Statement.

MISCELLANEOUS

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representation is made that any such estimates will be realized. This Official Statement is not to be construed as a contract between the City and any person.

The execution and delivery of this Official Statement have been duly authorized by the City.

By: /s/_____
Mayor

APPENDIX A

PROPOSED FORM OF OPINION OF
KUTAK ROCK LLP, BOND COUNSEL

City of Greeley, Colorado
1000 10th Street
Greeley, CO 80631

$10,625,000[*]
Certificates of Participation, Series 2019
Evidencing Proportionate Undivided Interests in the Right to Receive Certain Revenues Payable Pursuant to a Lease Purchase Agreement
Dated as of November 1, 2019
Between Zions Bancorporation, National Association, as Trustee, and the City of Greeley, Colorado

Ladies and Gentlemen:

We have acted as bond counsel to the City of Greeley, Colorado (the "City") in connection with the execution and delivery of the captioned certificates (the "Series 2019 Certificates"). The Series 2019 Certificates are being executed and delivered pursuant to an Indenture of Trust dated as of November 1, 2019 (the "Indenture") by Zions Bancorporation, National Association, as trustee thereunder (the "Trustee"), and evidence undivided interests in the right to receive certain revenues payable by the City under a Lease Purchase Agreement dated as of November 1, 2019 (the "Lease") between the Trustee, as lessor, and the City, as lessee. Capitalized terms used but not defined herein have the meanings assigned to them in the Indenture and the Lease.

We have examined the Constitution and the laws of the State of Colorado; the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations, rulings and judicial decisions relevant to the opinion set forth in paragraph 4 below; and such certified proceedings, certificates, documents, opinions and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certificates of public officials and others furnished to us without undertaking to verify the same by independent investigation. We have assumed the due authorization, execution and delivery of the Lease, the Indenture and the Series 2019 Certificates by the Trustee and have relied upon, and assumed the correctness of the legal conclusions stated in, the opinion, dated the date hereof, of the City Attorney.

Based upon the foregoing, we are of the opinion, as of the date hereof and under existing law, that:

1. The City has the power to enter into and perform its obligations under the Lease.

2. The Lease has been duly authorized, executed and delivered and is a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

3. The Series 2019 Certificates evidence legal, valid and binding assignments of undivided interests in the right to receive certain revenues, as provided in the Series 2019 Certificates and the

[*] Preliminary; subject to change

Indenture, from Base Rentals payable by the City under the Lease, which payments include portions designated and paid as interest and principal, as provided in the Lease.

4. Under existing laws, regulations, rulings and judicial decisions, the portion of the Base Rentals allocable to the Series 2019 Certificates paid by the City which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Series 2019 Certificates (the "Interest Portion") (including any original issue discount properly allocable to the owner of a Series 2019 Certificate), is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence assume the accuracy of certain representations and continuing compliance by the City and the Trustee with certain covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Series 2019 Certificates. Failure to comply with such requirements could cause such Interest Portion to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Certificates. The City has covenanted in the Lease and the Tax Compliance Certificate executed and delivered in connection with the issuance of the Series 2019 Certificates and the Trustee has covenanted in the Indenture to comply with such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Series 2019 Certificates, and we express no opinion as to the effect of any termination of the City's obligations under the Lease, under certain circumstances as provided in the Lease, upon the treatment for federal income tax purposes of any moneys received by the Owners of the Series 2019 Certificates subsequent to such termination.

5. Under existing State of Colorado statutes, to the extent the Interest Portion is excludable from gross income for federal income tax purposes, such Interest Portion is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. We express no opinion regarding other tax consequences arising with respect to the Series 2019 Certificates under the laws of the State of Colorado or any other state or jurisdiction, and we express no opinion as to the effect of any termination of the City's obligations under the Lease, under certain circumstances as provided in the Lease, upon the treatment for State of Colorado income tax purposes of any moneys received by the Owners of the Series 2019 Certificates subsequent to such termination.

The rights of the Owners of the Series 2019 Certificates and the enforceability of the Series 2019 Certificates and the Lease may be limited 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.

This opinion is limited to the matters specifically set forth above and we offer no other opinion or advice as to any other aspect of the transaction described herein. In particular, but without limitation, we offer no opinion or advice herein as to the enforceability of the Lease, the Indenture or the Series 2019 Certificates against the Trustee; legal title to the Leased Property; the priority of the lien of the Indenture; the creditworthiness or financial condition of the City or the Trustee; the accuracy or completeness of the statements made in connection with the offer and sale of the Series 2019 Certificates; or the ability of the City to apply amounts on deposit in any particular fund or account of the City for the purpose of making payments under the Lease.

This opinion is based solely on the Constitution and laws of the State of Colorado, the provisions of the Code and the regulations, rulings and judicial decisions relevant to the opinion set forth in numbered paragraph 4 above, the other items described in the eighth unnumbered paragraph hereof and the assumptions set forth herein; and we have no obligation to update or supplement this opinion with

respect to changes in any of such items or with respect to other events or circumstances occurring after the date hereof.

This opinion is solely for the benefit of the addressees in connection with the original issuance of the Series 2019 Certificates and may not be relied upon by any other person or for any other purpose without our express written consent.

Very truly yours,

APPENDIX B

SUMMARIES OF CERTAIN PROVISIONS OF LEGAL DOCUMENTS

Certain provisions of the Indenture, the Lease and the Site Lease are summarized in the body of this Official Statement and are not summarized in this APPENDIX. This summary should be read in conjunction with the material in the body of this Official Statement describing provisions of such documents.

This summary, the descriptions herein and the descriptions of provisions of the Indenture, the Lease and the Site Lease in the body of this Official Statement are qualified in all respects by reference to the Indenture, the Lease and the Site Lease. Copies of the Indenture, the Lease and the Site Lease may be obtained as described in "SUMMARY OF THE OFFICIAL STATEMENT" in the body of this Official Statement.

DEFINITIONS

The following capitalized terms have the following meanings in this Appendix:

"*Additional Rentals*" means 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 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 the Lease; all amounts paid by the City to the Trustee to fund the Rebate Fund pursuant to the Lease, as required by the Indenture, 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.

"*Additional Certificates*" means any Certificates delivered after the initial delivery of the 2019 Certificates pursuant to the Indenture.

"*Base Rentals*" means the payments by the City directly to the Trustee pursuant to of the Lease, 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 of the Lease, as from time to time amended or supplemented.

"*Bond Counsel*" means (a) as of the date of initial delivery of the 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 the Indenture to account for Base Rental Payments.

"*Certificates*" means, collectively, the Series 2019 Certificates and any Additional Certificates.

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

"*Code*" means the Internal Revenue Code of 1986, as amended, and regulations thereunder.

"*Construction Fund*" means the special fund created in the Indenture to account for the expenditure of the net proceeds of the Series 2019 Certificates upon the Project.

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

"*Costs of Issuance*" means administrative costs of issuance of any Series 2019 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 Series 2019 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 the Indenture for the purpose of paying the Costs of Issuance.

"*Costs*" or "*Costs of the Project*" means any and all costs and expenses incurred in financing the Project.

"*City Representative*" means any officer of the Council and any other person or persons designated to act on behalf of the City for the purposes of performing any act under the 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.

"*Defeasance Securities*" means direct obligations of or obligations unconditionally guaranteed as to principal and interest by the United States of America.

"*Equipment*" means the equipment and other personal property, if any, described in the Lease, as such equipment and other personal property is modified, remodeled, substituted or replaced pursuant to the Lease, and less any equipment or other personal property released from the Lease. There is initially no Equipment.

"*Event of Default*" means a failure to pay Base Rentals or Additional Rentals, certain covenant defaults, bankruptcy and other events described in the Lease.

"*Event of Nonappropriation*" means an event involving the failure to appropriate Base Rentals or Additional Rentals, as described in 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*" 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, as such buildings, site improvements and other real property are modified pursuant to the Lease.

"*Indenture*" means the 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.

"*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.

"*Interest Payment Date*" means June 1 and December 1 of each year beginning on June 1, 2020.

"*Lease*" means the Lease Purchase Agreement dated as of November 1, 2019 between the Trustee, as lessor, and the City, as lessee, and any amendment or supplement thereto.

"*Lease Term*" means the Initial Term and successive one-year Renewal Terms as defined in the Lease.

"*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.

"*Net Proceeds*" means (a) the gross proceeds received from an event of replacement or substitution of Equipment, damage to, condemnation of, material defect in or loss of title to the Leased Property referred to in the Lease, minus (b) all expenses incurred in the collection of such gross proceeds or award. The trade-in of Equipment pursuant to the Lease is deemed to have generated gross proceeds for purposes of this definition in an amount equal to the credit received upon such trade-in.

"*Operations Center*" means the operations center of the Trustee in Denver, Colorado, 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.

"*Outstanding*" means all Certificates which have been executed and delivered, except:

(a) Certificates canceled or which have been surrendered to the Trustee for cancellation;

(b) Certificates in lieu of which other Certificates have been delivered under the Indenture;

(c) Certificates which have been redeemed as provided in the Indenture (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 the Indenture);

(d) Certificates which are due and for which the Trustee holds funds for the benefit of the Owner thereof pursuant to the Indenture;

(e) Certificates which are otherwise deemed discharged pursuant to the Indenture; 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*" means those items listed in Exhibit D to 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.

"*Project*" means the financing of the construction of three City-owned fire stations.

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

"*Rating Agency*" means each nationally recognized securities rating agency then maintaining a rating on the 2019 Certificates, and initially means S&P.

"*Rebate Fund*" means the special fund created by the Indenture for the purpose of accounting for arbitrage rebate funds.

"*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 2019 Certificates in any notice of prior redemption or otherwise fixed and designated by the City.

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

"*Requirement of Law*" means, when used in the Lease, 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.

"*Requirement of Law*" means, when used in the Indenture, 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.

"*S&P*" means Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"*Scheduled Lease Term*" means the period from the commencement of the Initial Term through the expiration of the Lease upon any of the events described in the Lease.

"*Site Lease*" means the Site Lease dated as of November 1, 2019, between the City, as site lessor, and the Trustee, as site lessee, 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 to the Lease.

"*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 the provisions of the Indenture.

"*State*" means the State of Colorado.

"*Supplemental Indenture*" means any indenture supplementing or amending the Indenture that is adopted pursuant to the Indenture.

"*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 the Indenture. The Trust Estate does not include the Rebate Fund, the Escrow Account or any escrow accounts established pursuant to the defeasance provisions of 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 the Lease, 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 the Lease.

LEASE

Obligations of Trustee Generally

The Trustee has agreed in the Lease to permit the City to use the Leased Property during the Lease Term, subject to the terms of the Lease.

Obligations of City Generally

The City has agreed in the Lease, subject to the terms of the Lease and subject to the caveat that all obligations of the City to pay Base Rentals and Additional Rentals and all other obligations of the City under the Lease are subject to annual appropriation by the Council and the other limitations discussed below under this caption:

(a) to pay Base Rentals for the use of the Leased Property;

(b) to pay all taxes, assessments and other governmental charges and utility charges with respect to the Leased Property;

(c) to insure the Leased Property;

(d) to maintain, preserve and keep the Leased Property in good repair, working order and condition, subject to normal wear and tear;

(e) to repair, restore, modify, improve or replace the Leased Property following (i) the destruction or damage of the Leased Property by fire or other casualty, (ii) the taking of the Leased Property by eminent domain, (iii) a breach of warranty or material defect with respect to the Leased Property or (iv) a defect in the title to the Leased Property

(f) to pay the reasonable fees and expenses of the Trustee in connection with the Leased Property, the Project, the Lease, the Site Lease, the Indenture, the Series 2019 Certificates or any matter related thereto;

(g) to make payments to the Trustee required to be deposited into the Rebate Fund; and

(h) to pay the costs incurred pursuant to clauses (b) through (g) above as Additional Rentals.

Lease Term

The Lease Term will consist of an Initial Term and successive one-year Renewal Terms, will commence on the date the Series 2019 Certificates are initially delivered, and will terminate upon the earliest of:

(a) the last day of the month in which the final Base Rental payment is scheduled to be paid in accordance with the schedule attached to the Lease;

(b) December 31 of any Fiscal Year during which an Event of Nonappropriation has occurred;

(c) the purchase of the Leased Property by the City pursuant to its exercise of its option to pay the Purchase Option Price; or

(d) termination of the Lease following an Event of Default under the Lease as described below.

Upon termination of the Lease Term, all unaccrued obligations of the City under the Lease will terminate, but all obligations of the City that have accrued under the Lease prior to such termination will continue until they are discharged in full. If the Lease Term is terminated 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 will terminate and (i) the City is required to, within 45 days, (A) vacate the Leased Property and (B) deliver the Equipment, if any, to the Trustee at the location 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 Leased Property is vacated pursuant to clause (i), the City is required to pay such Base Rentals and Additional Rentals to the Trustee or, in the case of Additional Rentals, the other Person entitled thereto.

Event of Nonappropriation

The officer of the City who is responsible for formulating budget proposals with respect to payments of Base Rentals and Additional Rentals is directed in the Lease (a) to estimate the Additional Rentals payable in the next ensuing Fiscal Year prior the submission of each annual budget proposal to the Council during the Lease Term; and (b) 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 the Lease will be made solely by the Council, in its sole discretion, and not by any other department, agency or official of the City.

An Event of Nonappropriation will be deemed to have occurred on December 31 of any Fiscal Year if the City has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals scheduled to be paid and all Additional Rentals estimated to be payable in the next ensuing Fiscal Year.

An Event of Nonappropriation will also be deemed to have occurred on December 31 of the Fiscal Year in which an event described in clause (a) below occurred or on December 31 of any subsequent Fiscal Year in which it became apparent that the Net Proceeds received as a consequence of an event described in clause (a) below are not sufficient to repair, restore, modify, improve or replace the Leased Property in accordance with the Lease. In order for an Event of Nonappropriation described in this paragraph to be deemed to occur:

(a) the Leased Property (or any portion thereof) is destroyed or damaged by fire or other casualty, 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, a breach of warranty or any material defect with respect to the Leased Property (or any portion thereof) becomes apparent or title to or the use of the Leased Property (or any portion thereof) is lost by reason of a defect in the title thereto;

(b) the Net Proceeds received as a consequence of an event described in clause (a) are not sufficient to repair, restore, modify, improve or replace the Leased Property in accordance with the Lease hereof; and

(c) the City has not appropriated amounts sufficient to repair, restore, modify, improve or replace the Leased Property or to exercise its option to purchase the Leased Property by paying the Purchase Option Price 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.

Notwithstanding the preceding two paragraphs, the Trustee may waive any such failure to appropriate that otherwise would cause an Event of Nonappropriation to occur if such failure to appropriate is cured by the City within a reasonable period of time.

City's Purchase Option

The City has the option to purchase the Leased Property by paying to the Trustee an amount, 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 of the City or its designee, 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.

The City may exercise its option to purchase the Leased Property by (a) giving written notice to the Trustee prior to the end of the Scheduled Lease Term (i) stating that the City intends to purchase the Leased Property, (ii) identifying the source of funds it will use to pay the Purchase Option Price, and (iii) 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 (b) paying the Purchase Option Price to the Trustee in immediately available funds on the closing date.

At the closing of any purchase of the Leased Property pursuant to the City's exercise of its purchase option, the Trustee is to execute and deliver to the City or its designee, all necessary documents assigning, transferring and conveying to the City or its designee the same interest in the Leased Property that was conveyed to the Trustee, subject only to the following: (a) Permitted Encumbrances, other than the Lease, the Site Lease and the Indenture; (b) all liens, encumbrances and restrictions created or suffered to exist by the Trustee as required or permitted by the 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 the Lease or the Site Lease; (c) any lien or encumbrance created or suffered to exist by action of the City; and (d) those liens and encumbrances, if any, to which the Leased Property was subject when acquired by the Trustee.

Limitations on Obligations of the City

The Lease specifically provides that:

(a) payment of Base Rentals and Additional Rentals by the City constitute currently appropriated expenditures of the City and may be paid from any legally available funds;

(b) the City's obligations under the Lease are subject to the City's annual right to terminate the Lease upon the occurrence of an Event of Nonappropriation;

(c) no provision of the Series 2019 Certificates, the Indenture, the Lease or the Site Lease is to 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 will be under no obligation whatsoever to exercise its option to purchase the Leased Property; and

(e) no provision of the Lease is to be construed to pledge or to create a lien on any class or source of moneys of the City; nor will any provision of the Lease restrict the future issuance of any obligations of the City, payable from any class or source of moneys of the City;

provided that the restrictions set forth in the Indenture will not apply to the delivery of any Additional Certificates.

Events of Default and Remedies
Under the Lease

Events of Default. Any of the following constitutes an "Event of Default" under the Lease:

(a) 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 will not constitute an Event of Default if such payment is received by the Trustee within five days following such Base Rental Payment Date;

(b) 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;

(c) failure by the City to vacate the Site Leased Property and the Improvements within 45 days following an Event of Nonappropriation as described in "—Lease Term" above under this caption;

(d) 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 the provisions of the Lease;

(e) 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 (a), (b), (c) or (d) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied is given to the City by the Trustee, unless the Trustee agrees 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 is not to withhold its consent to an extension of such time if corrective action will be instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(f) an order of 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.

The provisions regarding Events of Default set forth above are subject to the following limitations:

(i) the City will be obligated to pay Base Rentals and Additional Rentals only during the Lease Term, except as otherwise described in "—Lease Term" above under this caption; and

(ii) if, by reason of Force Majeure, the City is unable in whole or in part to carry out any agreement on its part contained in the Lease, other than its obligation to pay Base Rentals or Additional Rentals, the City will not be deemed in default during the continuance of such

inability; provided, however, that the City will, as promptly as legally and reasonably possible, remedy the cause or causes preventing the City from carrying out such agreement.

Remedies. Whenever any Event of Default has happened and is continuing, the Trustee may 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 Leased Property in the manner described in "—Lease Term" above under this caption;

(b) exercise all the rights and remedies of a secured party under the Uniform Commercial Code with respect to any Equipment and otherwise repossess, liquidate or otherwise dispose of the Equipment, if any, 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 as described in "—Lease Term" above under this caption;

(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 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, and the City vacates the Leased Property and delivers the Equipment, if any, to the Trustee;

(e) enforce any provision of the Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession described in the Lease 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 the Lease, subject, however, to the limitations on the obligations of the City described the next paragraph and in "—Limitations on Obligations of the City" above under this caption and the limitations on the obligations of the Trustee described in "—Limitations on Obligations of the Trustee" below under this caption.

Notwithstanding the foregoing, 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 clause (d) above and 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 deliver the Equipment, if any, to the Trustee following an Event of Nonappropriation, only to the extent described in clause (d)(i) above.

Notwithstanding any other provision of the Lease, the Trustee may waive any Event of Default under the Lease and its consequences.

Limitations on Obligations of the Trustee

The Lease specifically provides that:

(a) 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;

(b) in no event will the Trustee be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of the Lease or the existence, furnishing, functioning or use by the City of any item, product or service provided in the Lease; and

(c) notwithstanding any other provision of the Lease, all financial obligations of the Trustee under the Lease, except those resulting from its negligence or willful misconduct, are limited to the Trust Estate.

INDENTURE

In addition to the other terms of the Indenture described in the body of this Official Statement and elsewhere in this Appendix B, the Indenture contains the following provisions:

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 has received such evidence, information or indemnity from the Owner of the Certificate as it and the Trustee may reasonably require, and provided further, in case of any mutilated Certificate, that such mutilated Certificate is first to be surrendered to the Trustee. In the event that any such Certificate has 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.

Registration of Certificates; Persons Treated As Owners; Transfer and Exchange of Certificates

Records for the registration and transfer of Certificates are to be kept by the Trustee which is appointed by the Indenture as the registrar for the Series 2019 Certificates. The principal of, interest on, and any prior redemption premium on any Certificate will be payable only to or upon the order of the Owner or his legal representative (except as otherwise provided in the Indenture 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 is to enter such transfer on the registration records and is to 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.

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 of other authorized denominations. The Trustee is to execute and deliver Certificates which the Owner making the exchange is entitled to receive, bearing numbers not previously assigned.

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.

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.

Except as otherwise provided in the Indenture with respect to Record Dates and Special Record Dates for the payment of interest, the person in whose name any Certificate is registered will 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 will be made only to or upon the written order of the Owner thereof or his legal representative, but such registration may be changed as provided in the Indenture. All such payments will be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

Cancellation of Certificates

Whenever any Outstanding Certificates are delivered to the Trustee for cancellation as described in the Indenture, upon payment thereof or for or after replacement as described in "INDENTURE—Mutilated, Lost, Stolen or Destroyed Certificates" and "INDENTURE—Registration of Certificates; Persons Treated As Owners; Transfer and Exchange of Certificates" in this Appendix, such Certificates are to be promptly cancelled by the Trustee.

Negotiability

Subject to the registration provisions of the Indenture, the Series 2019 Certificates will be fully negotiable and will have all the qualities of negotiable paper, and the Owners thereof will 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 Series 2019 Certificates will be paid, and the Series 2019 Certificates will be transferable, free from and without regard to any equities, setoffs or cross-claims between the Trustee and the original or any intermediate owner of any Certificates.

Rebate Fund

There is to be deposited into the Rebate Fund (a) all amounts paid by the City as described in the fourth paragraph under this caption, and (b) all other moneys delivered to the Trustee that are accompanied by instructions to deposit the same into the Rebate Fund.

Not later than 60 days after December 1, 2023, and every five years thereafter, the Trustee is required, at the direction of the City, to 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 Series 2019 Certificates, the Trustee is to, at the 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 will 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 as described in this paragraph is to be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment is to 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.

The City is to make or cause to be made all requisite rebate calculations so as to provide the information required to transfer moneys to the Rebate Fund as described in the first paragraph under this caption and to make the payments described in the second paragraph under this caption. The Trustee is to 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 is to invest the Rebate Fund as described in said Investment Instructions and is to 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 Series 2019 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 is to be deposited in the Certificate Fund. Record of the determinations required by this caption and delivered to the Trustee and the Investment Instructions are to be retained by the Trustee until six years after the final retirement of the Series 2019 Certificates.

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 is to pay to the Trustee as Additional Rentals under the Lease the amount required to make such payment on such date.

Nonpresentment of Certificates

In the event any Certificate is not presented for payment when due, if funds sufficient to pay such Certificate have been made available to the Trustee for the benefit of the Owner thereof, it will 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 will be restricted exclusively to such funds for any claim of whatever nature on his part under the Indenture or on or with respect to such Certificate. Funds so held but unclaimed by an Owner are to be transferred to the Principal Account of the Certificate Fund and are to be applied to the payment of the principal of other Certificates after the expiration of five 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.

Moneys To Be Held in Trust

The Certificate Fund, the Costs of Issuance Fund and, except for the Rebate Fund and any escrow accounts created under the Indenture, any other fund or account created under the Indenture are to be held by the Trustee, for the benefit of the Owners as specified in the Indenture, subject to the terms of the

Indenture, the Site Lease and the Lease. The Rebate Fund is to be held by the Trustee for the purpose of making payments to the United States of America as described in "INDENTURE—Rebate Fund" in this Appendix. Any escrow account established as described in "INDENTURE—Discharge of Indenture" in this Appendix is to be held for the benefit of the Owners of the Series 2019 Certificates to be paid therefrom as provided in the applicable escrow agreement.

Repayment to the City From the Trustee

After payment in full of the principal of, premium, if any, and interest on the Series 2019 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 under the Indenture, any remaining amounts held by the Trustee pursuant to the Indenture are to be paid to the City.

Investment of Moneys

All moneys held as part of any fund, account or subaccount created under the Indenture are, subject to the restrictions described in "INDENTURE—Tax Certification" and "INDENTURE—Tax Covenant" in this Appendix, to be deposited or invested and reinvested by the Trustee, at the written direction of the City, in Permitted Investments. Any and all such deposits or investments are to 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 the investment department of any Trust Bank or trust company under common control with the Trustee. Income from deposits or investments of moneys held in the Rebate Fund is to be deposited as described in "INDENTURE—Rebate Fund" in this Appendix and income from deposits or investments of moneys held in any escrow account established as described in "INDENTURE—Discharge of Indenture" in this Appendix is to be deposited as provided in the escrow agreement governing such escrow account. Otherwise, except as otherwise described in "THE SERIES 2019 CERTIFICATES—Security—Series 2019 Certificate Fund," in the body of this Official Statement and "INDENTURE—Rebate Fund" in this Appendix, deposits or investments are at all times to be a part of the fund, account or subaccount from which the moneys used to acquire such deposits or investments came, and all income and profits on such deposits or investments are to be credited to, and losses thereon are to be charged against, such fund, account or subaccount. The Trustee is to 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 Series 2019 Certificates when due, or whenever the cash balance in any fund or account created under the Indenture is insufficient to satisfy the purposes of such fund or account. In computing the amount in any fund or account created under the Indenture for any purpose under the Indenture, investments are to be valued at cost (exclusive of accrued interest) or par, whichever is less.

Tax Certification

The Trustee certifies and covenants in the Indenture to and for the benefit of the Owners that so long as any of the Series 2019 Certificates remain Outstanding, moneys in any fund or account held by the Trustee under the Indenture, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Certificates or from any other source, will not be knowingly deposited or invested in a manner which will be a violation of "INDENTURE—Tax Covenant" in this Appendix.

Duties of the Trustee

The Trustee accepts the trusts imposed upon it by the Indenture and agrees in the Indenture to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations will be read into the 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 the Indenture. In case an Event of Default or Event of Nonappropriation has occurred (which has not been cured or waived), the Trustee is to exercise such of the rights and powers vested in it by the Lease and the 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 granted or imposed under the Indenture and perform any of its duties by or through attorneys, agents, receivers or employees but will be answerable for the conduct of the same in accordance with the standard specified above, and will be entitled to act upon an Opinion of Counsel concerning all matters of trust under the Indenture and the duties under the Indenture, 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 under the Indenture. The Trustee may act upon an Opinion of Counsel and will 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 of Counsel.

(c) The Trustee will not be responsible for any recital in the Indenture or in the Series 2019 Certificates (except in respect of the execution of the Series 2019 Certificates by the Trustee), for collecting any insurance moneys, for the sufficiency of the security for the Series 2019 Certificates delivered under the Indenture or intended to be secured by the Indenture, or for the value of or title to the Leased Property.

(d) The Trustee will not be accountable for the use of any Certificates delivered to the Initial Purchaser under the Indenture. The Trustee may become the Owner of Certificates with the same rights which it would have if not Trustee.

(e) The Trustee will 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 as described in the 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 will be conclusive and binding upon any Certificates delivered in place thereof.

(f) The permissive right of the Trustee to do things enumerated in the Indenture will not be construed as a duty and the Trustee will not be answerable for other than its negligence or willful misconduct.

(g) The Trustee will 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 provided in the Indenture, 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 the Indenture or law.

(i) The Trustee will 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 the Indenture to the contrary, the Trustee will have the right, but will 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 the Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms of the Indenture required, as a condition of such action by the Trustee.

(k) The Trustee will not be required to advance any of its own funds in the performance of its obligations under the Indenture unless it has received assurances or indemnification satisfactory to it that it will be repaid.

(l) In no event will 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 the Indenture.

(m) Notwithstanding any other provision of the Indenture, 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 must consider the effect on the Owners.

(n) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under the Indenture other than the payments from moneys on deposit in the Certificate Fund, as provided therein, 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 the 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, is to 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.

Maintenance of Existence;
Performance of Obligations

The Trustee is to maintain its existence at all times and is to 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 the covenant described under this caption will not prevent the assumption, by operation of law or otherwise, by any Person of the rights and obligations of the Trustee under the Indenture, 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.

The Trustee is to 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 the Indenture, the Lease and any other instrument or other arrangement to which it is a party.

Tax Covenant

The Trustee is not to knowingly take any action or omit to take any action with respect to the Series 2019 Certificates, the proceeds of the Series 2019 Certificates, the Trust Estate or any other funds or property and it is to 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 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). In furtherance of the covenant described under this caption, 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 described under this caption will remain in full force and effect notwithstanding the payment in full or defeasance of the Series 2019 Certificates until the date on which all obligations of the Trustee in fulfilling such covenants have been met. The covenants described under this caption will 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.

Title Insurance

The Trustee is to be provided with a standard leasehold 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, is to be in a form approved by the City and is to be provided to the Trustee concurrently with the initial delivery of any Certificates.

Sale or Encumbrance of Leased Property

As long as there are any Outstanding Certificates, and except as otherwise permitted by the Indenture and except as the Lease otherwise specifically requires, the Trustee is to 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 Certificate.

Rights of Trustee Under the Lease and the Site Lease

The Trustee covenants in the Indenture 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 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 Lease and the Site Lease are true. Wherever in the Lease or the Site Lease it is stated that the Trustee will 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 will be as if it were set forth in full in the Indenture.

Defense of Trust Estate

The Trustee is to, 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 the Indenture against all claims and demands of all Persons whomsoever.

Resignation or Replacement of Trustee

The present or any future Trustee may resign by giving written notice to the Owners of a majority in principal amount of the Series 2019 Certificates and the City not less than 60 days before such resignation is to take effect. Such resignation will take effect only upon the appointment of a successor qualified as described in the fourth paragraph under this caption; 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.

The present or any future Trustee may be removed at any time (a) 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 will not be entitled to remove the Trustee as described in this clause if an Event of Default has occurred and is continuing or if any Event of Nonappropriation has occurred; (b) 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 Series 2019 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 (c) 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 under the Indenture or that such removal is in the best interests of the Owners.

In case the present or any future Trustee at any time resigns or is removed or otherwise becomes incapable of acting, a successor may be appointed by the City. The City, upon making such appointment, is to 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 Series 2019 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 will immediately and without further act be superseded by a successor appointed in the manner above described by the Owners of a majority in principal amount of the Series 2019 Certificates Outstanding.

Every successor is to 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 under the Indenture, having capital and surplus not less than $75,000,000.

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 will be entitled to apply any moneys in any of the funds or accounts created under the Indenture (except the Rebate Fund and any escrow accounts described in "INDENTURE—Discharge of Indenture" in this Appendix) to the payment of the principal of, premium, if any, and interest on the Series 2019 Certificates when due;

(b) the Trustee may, and at the request of the Owners of a majority in principal amount of the Series 2019 Certificates then Outstanding and upon receipt of assurances or indemnification satisfactory to it that it will be repaid for such action, is required to, 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.

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 Series 2019 Certificates then Outstanding and upon receipt of assurances or indemnification satisfactory to it that it will be repaid for such action, is required to, 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.

Limitations Upon Rights and Remedies of Owners

No Owner will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Lease or the Site Lease, unless an Event of Default or Event of Nonappropriation, event of default by the City under the Site Lease has occurred of which the Trustee has been notified as described in "INDENTURE—Duties of the Trustee" in this Appendix, or of which by the provision of the Indenture described under that caption it is deemed to have notice, and the Owners of not less than twenty-five percent in principal amount of Certificates then Outstanding have made written request to the Trustee and have offered reasonable indemnity to the Trustee pursuant to the Indenture and reasonable opportunity either to proceed to exercise the powers granted by the Indenture or to institute such action, suit or proceedings in its own name.

Majority of Owners May Control Proceedings

Anything in the Indenture to the contrary notwithstanding, the Owners of a majority in principal amount of the Series 2019 Certificates then Outstanding will 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 the Indenture, or for the appointment of a receiver, and any other proceedings under the Indenture; provided that such direction is not otherwise than in accordance with the provisions of the Indenture.

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 the Indenture is required to do so upon the written request of the Owners of a majority in aggregate principal amount of all the Series 2019 Certificates then Outstanding; provided, however, that an Event of Nonappropriation is not permitted to be waived without the consent of the Owners of 100% of the Series 2019 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 Series 2019 Certificates), and all expenses of the Trustee in connection with such Event of Nonappropriation 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 has been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Trustee, the Trustee, the Owners and the City are to be restored to their former positions and rights under the Indenture respectively, but no such waiver or rescission is to 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.

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 or Nonappropriation or event of default by the City under the Site Lease will exhaust or impair any such right or power or will be construed to be a waiver of any such Event of Default, Event of Nonappropriation, event of default by the City under the Site Lease or acquiescence therein; and every power and remedy given by the Indenture may be exercised from time to time and as often as may be deemed expedient.

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 will extend to or affect any subsequent or any other then existing Event of Default, Event of Nonappropriation, event of default by the City under the Site Lease, or will impair any rights or remedies consequent thereon.

Position of Parties Restored Upon Discontinuance of Proceedings

In case the Trustee or the Owners have proceeded to enforce any right under the Lease, the Site Lease or the Indenture and such proceedings have been discontinued or abandoned for any reason, or 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 will be restored to their former positions and rights under the Indenture with respect to the Trust Estate, and all rights, remedies and powers of the Trustee and the Owners will continue as if no such proceedings had been taken.

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 as described in 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 deems 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 the Indenture and the taking of all other courses of action permitted therein.

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 the 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 the Indenture, or to make any provisions with respect to matters arising under the Indenture or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the Owners;

(c) to subject to the 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, 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 Series 2019 Certificates; or

(f) to effect any other changes in the Indenture which, in the opinion of Bond Counsel, do not materially adversely affect the rights of the Owners.

Supplemental Indentures
Requiring Consent of Owners

Exclusive of Supplemental Indentures described under the immediately preceding caption, the written consent of the Owners of not less than a majority in aggregate principal amount of the Series 2019 Certificates Outstanding will 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 Series 2019 Certificates Outstanding nothing in the Indenture contained will permit, or be construed as permitting:

(a) 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;

(b) the deprivation as to the Owner of any Certificate Outstanding of the lien created by the Indenture (other than as originally permitted thereby);

(c) a privilege or priority of any Certificate or Certificates over any other Certificate or Certificates, except as permitted in the Indenture; or

(d) a reduction in the percentage of the aggregate principal amount of the Series 2019 Certificates required for consent to any Supplemental Indenture.

If at any time the Trustee proposes to execute and deliver any Supplemental Indenture for any of the purposes described under this caption, the Trustee is to cause notice of the proposed execution and delivery of such Supplemental Indenture to be mailed to the Owners of the Series 2019 Certificates at the addresses last shown on the registration records of the Trustee. Such notice is to briefly set forth the nature of the proposed Supplemental Indenture and is to state that copies thereof are on file at the Operations Center of the Trustee for inspection by all Owners. If, within 60 days or such longer period as is 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 clauses (a) through (d) of the immediately preceding paragraph, 100%, in aggregate principal amount of the Series 2019 Certificates Outstanding at the time of the execution of any such Supplemental Indenture, have consented to and approved the execution thereof as provided in the Indenture, no Owner will 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 as described in the provisions thereof.

Execution of Supplemental Indentures

Any Supplemental Indenture executed and delivered as described under the immediately preceding two captions will thereafter form a part of the Indenture; and all the terms and conditions contained in any such Supplemental Indenture will be deemed to be part of the 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 Series 2019 Certificates delivered thereafter, if any, if deemed necessary or desirable by the Trustee. As a condition to executing any Supplemental Indenture, the Trustee is to 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 the Indenture and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Certificates.

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 the 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 as described in "INDENTURE—Supplemental Indentures Not Requiring Consent of Owners" and "INDENTURE—Supplemental Indentures Requiring Consent of Owners" in this Appendix;

(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 Series 2019 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 described in "THE SERIES 2019 CERTIFICATES—Security—Series 2019 Certificate Fund" in the body of this Official Statement and "INDENTURE—Rebate Fund" in this Appendix, (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 Series 2019 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 or the Site Lease which, in the opinion of Bond Counsel, does not materially adversely affect the rights of the Owners.

Amendments of the Lease or the Site Lease Requiring Consent of Owners

Except for the amendments, changes or modifications permitted as described under the immediately preceding caption, the Trustee is not permitted to 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 Series 2019 Certificates Outstanding given and procured as described in "INDENTURE—Supplemental Indentures Requiring Consent of Owners" in this Appendix. If at any time the City requests the consent of the Trustee to any such proposed amendment, change or modification of the Lease, the Site Lease or the Agreement, the Trustee is to, 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 described in "INDENTURE—Supplemental Indentures Requiring Consent of Owners" in this Appendix. Such notice is to briefly set forth the nature of such proposed amendment, change or modification and is to 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.

Discharge of Indenture

If, when the Series 2019 Certificates secured by the Indenture become due and payable in accordance with their terms or otherwise as provided in the Indenture, the whole amount of the principal of, premium, if any, and interest due and payable upon all of the Series 2019 Certificates is paid, or provision has 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 Indenture, 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 will thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee is to transfer and convey to (or to the order of) the City all property then held in trust by the Trustee as described in the Indenture, and the Trustee is to execute such documents as may be reasonably required by the City and is to turn over to (or to the order of) the City any surplus in any fund, account or subaccount created under the Indenture, except any escrow accounts theretofore established as described under this caption.

All or any portion of the Outstanding Certificates will prior to the maturity or redemption date thereof be deemed to have been paid ("defeased") within the meaning and with the effect expressed in the immediately preceding paragraph if (a) in case such Certificates are to be redeemed on any date prior to their maturity, the Trustee has given notice of redemption of such Certificates on said redemption date, such notice to be given on a date and otherwise as described in "THE SERIES 2019 CERTIFICATES—Redemption—Sinking Fund Redemption" in the body of this Official Statement; and (b) there has been deposited in trust either moneys in an amount which will be sufficient, or Defeasance Securities which do 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, will 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. Neither the Defeasance Securities nor moneys deposited in trust as described under this caption or principal or interest payments on any such Defeasance Securities is permitted to be withdrawn or used for any purpose other than, and is to 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, is to, to the extent practicable, be reinvested in Defeasance Securities of the type described in clause (b) of this paragraph 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 are deemed paid as aforesaid, such Certificates will no longer be secured by or entitled to the benefits of the Indenture, except for the purpose of exchange and transfer and any payment from such moneys or Defeasance Securities deposited in trust.

Prior to any discharge of the Indenture as described under this caption or the defeasance of any Certificates as described under this caption becoming effective, there is to be 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 described in "INDENTURE—Tax Covenant" in this Appendix.

In the event that there is a defeasance of only part of the Series 2019 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.

Further Assurances and Corrective Instruments

So long as the Indenture is in full force and effect, the Trustee has full power to carry out the acts and agreements provided for in the Indenture and is to, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements to the Indenture 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 the Indenture.

Financial Obligations of Trustee Limited to Trust Estate

Notwithstanding any other provision of the Indenture, all financial obligations of the Trustee under the 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 Series 2019 Certificates or any other obligation under the Indenture other than the Trust Estate.

SITE LEASE

Lease and Terms

The Site Lease provides that the City thereby leases to the Trustee and the Trustee thereby leases from the City, on the terms and conditions thereinafter set forth, the Site Leased Property, subject to Permitted Encumbrances.

The term of the Site Lease is to commence on the date of the Site Lease and end on December 31, 20[49] (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 provisions of the Lease relating to the City's purchase option, then the term of the Site Lease ends on the date of such conveyance.

Rent and Payment

In the Site Lease, the City acknowledges receipt from the Trustee as rent and payment thereunder, in full, the lump-sum of $_____ and other good and valuable consideration.

Purpose

The Trustee is to 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 is to 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.

Owner in Fee

The City covenants in the Site Lease that it is the owner in fee of the Site Leased Property, subject only to Permitted Encumbrances.

Assignments and Subleases

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

In the event that (a) the Lease is terminated for any reason, and (b) the Site Lease is not terminated, the Trustee may sublease the Site Leased Property or any portion thereof, or sell or assign its interest in the Site Lease. Except as provided in the Site Lease, the City and the Trustee agree therein 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 the Site Lease.

Right of Entry

The City reserves the right in the Site Lease, so long as no Event of Nonappropriation or Event of Default has 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.

Termination

The Trustee agrees in the Site Lease, upon the termination thereof, to quit and surrender the Site Leased Property to the City, and agrees therein that any fixtures, permanent improvements and structures existing as a part of the Site Leased Property at the time of the termination of the Site Lease are to remain thereon and all legal interests of the Trustee thereto are to vest in the City. The Trustee and any sublessee or assignee is to 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.

Default

In the event the Trustee is in default in the performance of any obligation on its part to be performed under the terms of the 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 the Site Lease and of the Lease is to 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, the Site Lease is not to be terminated except as described in "SITE LEASE—Termination" in this Appendix.

Quiet Enjoyment and
Acknowledgment of Ownership

The Trustee at all times during the term of the Site Lease is to peaceably and quietly have, hold and enjoy the Site Leased Property, subject to the provisions of the Lease, and the City in the Site Lease acknowledges that the Trustee has a leasehold interest in the Site Leased Property, subject to the Lease.

Waiver of Personal Liability

All liabilities under the Site Lease on the part of the Trustee are solely liabilities of the Trustee, and in the Site Lease the City releases each and every, member, director, employee and officer of the Trustee of and from any personal or individual liability under the Site Lease. No member, director, employee or officer of the Trustee is at any time or under any circumstances to be individually or personally liable under the Site Lease for anything done or omitted to be done by the Trustee thereunder.

Taxes; Maintenance; Insurance

During the Lease Term of the Lease and in accordance with the provisions of the Lease, the City covenants and agrees in the Site Lease 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.

In the event that (a) the Lease is terminated for any reason, (b) the Site Lease is not terminated, and (c) the Trustee subleases all or any portion of the Site Leased Property or sells an assignment of its interest in the Site Lease, the Trustee or any sublessee or assignee of the Site Leased Property is to, 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; provided the Trustee has no obligation to advance any of its own funds to maintain the insurance required under the Lease.

Damage, Destruction or Condemnation

The provisions of the Lease 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) the 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; or (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, is taken under the exercise of the power of eminent domain; or (iii) breach of warranty or any material defect with respect to the Site Leased Property becomes apparent; or (iv) title to or the use of all or any portion of the Site Leased Property is lost by reason of defect in the title thereto, the Trustee or any sublessee or assignee of the Trustee is required to 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 as described in "LEASE—Damage to, Condemnation of, Material Defect in or Loss of Title to Leased Property" in this Appendix.

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.

No Merger

The City and the Trustee intend that the legal doctrine of merger has no application to the 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 the Site Lease or the Lease operates to terminate or extinguish the Site Lease or the Lease, except as specifically provided therein.

APPENDIX C

AUDITED FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2018

APPENDIX D

PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "Undertaking") is executed and delivered, as of November __, 2019, by the City of Greeley, Colorado (the "City") in connection with the issuance of Certificates of Participation, Series 2019, in the aggregate principal amount of $10,625,000* dated as of the date of delivery (the "Series 2019 Certificates"). The Series 2019 Certificates are being issued pursuant to an Indenture of Trust, dated as of November 1, 2019, entered into by the Trustee (the "Indenture"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Indenture.

In consideration of the issuance of the Series 2019 Certificates and the purchase of such Series 2019 Certificates by the owners thereof, the City hereby covenants and agrees as follows:

Section 1. Purpose of This Agreement. This Agreement is executed and delivered by the City, as of the date set forth above, for the benefit of the holders and owners (the "Certificateholders") of the Series 2019 Certificates and in order to assist the Participating Underwriter (as defined below) in complying with the requirements of the Rule (as defined below).

Section 2. Definitions. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

"*Agreement*" means the obligations of the City pursuant to Sections 4, 5 and 6 hereof.

"*Annual Financial Information*" means the financial information and operating data described in Exhibit I.

"*Annual Financial Information Disclosure*" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4 hereof.

"*Audited Financial Statements*" means the audited consolidated financial statements of the City, prepared pursuant to the standards and as described in Exhibit I.

"*Commission*" means the Securities and Exchange Commission.

"*Dissemination Agent*" means, initially the City, or any successor agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"*EMMA*" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Listed Event*" means the occurrence of any of the events with respect to the Series 2019 Certificates set forth in Exhibit II.

* Preliminary; subject to change

"*Listed Events Disclosure*" means dissemination of a notice of a Listed Event as set forth in Section 6 hereof.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Participating Underwriter*" means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Series 2019 Certificates.

"*Prescribed Form*" means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Listed Events with the MSRB at www.emma.msrb.org (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

"*Rule*" means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

"*State*" means the State of Colorado.

Section 3. CUSIP Number/Final Official Statement. The final CUSIP [*,©], of the Series 2019 Certificates is 392505 ____. The final Official Statement relating to the Series 2019 Certificates is dated as of November __, 2019 (the "Final Official Statement").

Section 4. Annual Financial Information Disclosure. Subject to Section 10 of this Agreement, the City hereby covenants that it will disseminate the Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth below and in Exhibit I) by the City's delivery of such Annual Financial Information and Audited Financial Statements to the MSRB within 270 days of the completion date of the City's fiscal year.

The City is required to deliver such information in Prescribed Form and by such time so that such entities receive the information by the dates specified.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Agreement, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

Section 5. Listed Events Disclosure. Subject to Section 10 of this Agreement, the City hereby covenants that it will disseminate in a timely manner, not in excess of 10 Business Days after the occurrence of the event, Listed Events Disclosure to the MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series 2019 Certificates or defeasance of any Series 2019 Certificates need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Series 2019 Certificates pursuant to the

[*] The City takes no responsibility for the accuracy of the CUSIP numbers, which are included solely for the convenience of owners of the Certificates.

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Indenture. From and after the Effective Date, the City is required to deliver such Listed Events Disclosure in the same manner as provided by Section 4 of this Agreement.

Section 6. Duty to Update EMMA/MSRB. The City shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB's e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

Section 7. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner, not in excess of 10 Business Days after the occurrence of the event, to the MSRB in Prescribed Form of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Agreement, the Certificateholder of any Series 2019 Certificate may seek specific performance by court order to cause the City to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Indenture or any other agreement, and the sole remedy under this Agreement in the event of any failure of the City to comply with this Agreement shall be an action to compel performance.

Section 8. Amendments; Waiver. Notwithstanding any other provision of this Agreement, the City may amend this Agreement, and any provision of this Agreement may be waived, if:

(i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City or type of business conducted;

(ii) this Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) the amendment or waiver does not materially impair the interests of the Certificateholders of the Series 2019 Certificates, as determined either by parties unaffiliated with the City or the City (such as the Paying Agent) or by an approving vote of the Certificateholder Representative or of the Certificateholders of the Series 2019 Certificates holding a majority of the aggregate principal amount of the Series 2019 Certificates (excluding Series 2019 Certificates held by or on behalf of the City or its affiliates) at the time of the amendment, pursuant to the terms of the Indenture; or

(iv) the amendment or waiver is otherwise permitted by the Rule.

Section 9. Termination of Agreement. The Agreement of the City shall be terminated hereunder when the City shall no longer have any legal liability under the terms of the Indenture pursuant to the terms of the Indenture for any obligation on or relating to the repayment of the Series 2019 Certificates. The City shall give notice to the MSRB in a timely manner and in Prescribed Form if this Section is applicable.

Section 10. Dissemination Agent. The Dissemination Agent shall transmit all information delivered to it by the City hereunder to the MSRB as provided in this Agreement. The City may, from time to time, appoint or engage a substitute Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 11. Additional Information. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the City shall not have any obligation under this Agreement to update such information or include it in any future disclosure or notice of the occurrence of a Listed Event.

Section 12. Beneficiaries. This Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, the City, the Certificateholder Representative and the Certificateholders of the Series 2019 Certificates, and shall create no rights in any other person or entity.

Section 13. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 15. Assignment. The City shall not transfer its obligations under the Indenture unless the transferee agrees to assume all obligations of the City under this Agreement or to execute a continuing disclosure agreement under the Rule.

Section 16. Governing Law. This Agreement shall be governed by the laws of the State.

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"*Annual Financial Information*" means statistical and tabular material of the type contained in the final Official Statement pertaining to the Series 2019 Certificates under the captions ["FINANCIAL INFORMATION CONCERNING THE CITY—General Fund Operating History," "—Major Sources of General Revenue," and "DEBT STRUCTURE OF THE CITY" as well as Tables VI, VII, VIII and IX].

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to the MSRB or filed with the Commission, and such information need not be provided in the exact format as shown in the Final Official Statement. The City shall clearly identify each such item of information included by reference.

Annual Financial Information will be provided to the MSRB within 270 days after the last day of the City's fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, and Audited Financial Statements will be provided to the MSRB within 10 Business Days after availability to the City.

Audited Financial Statements will be prepared in accordance with generally accepted accounting principles in the United States as in effect from time to time.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, including for this purpose a change made to the fiscal year end of the City, the City will disseminate a notice to the MSRB of such change in Prescribed Form as required by such Section 4.

EXHIBIT II

EVENTS WITH RESPECT TO THE SERIES 2019 CERTIFICATES FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Nonpayment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to rights of security holders, if material
8. Certificate calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the City [*]
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material
15. Incurrence of a financial obligation of the County or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County or obligated person, any of which affect security holders, if material
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the County or obligated person, any of which reflect financial difficulties.

[*] This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

APPENDIX E

ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in the City and surrounding Weld County. It is intended only to provide prospective investors with general information regarding the City's community. The information was obtained from the sources indicated and is limited to the time periods indicated. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future. The City makes no representation as to the accuracy or completeness of data obtained from parties other than the City.

Population

The following table sets forth population statistics for the City of Greeley (the "City"), Weld County (the "County") and the State of Colorado (the "State").

Population

Year	City of Greeley	Percent Change	Weld County	Percent Change	Colorado	Percent Change
1970	38,902	--	89,297	--	2,207,259	--
1980	53,006	36.26%	123,438	38.23%	2,889,964	30.93%
1990	60,536	14.21	131,821	6.79	3,294,394	13.99
2000	76,930	27.08	180,936	37.26	4,301,261	30.56
2010	92,889	20.74	252,825	39.73	5,029,196	16.92
2017 [1]	104,947	12.98	304,435	20.41	5,609,445	11.54

[1] Estimated.

Sources: U.S. Department of Commerce, Bureau of the Census, and Colorado Division of Local Government, Demography Section

Housing Stock

The following table sets forth a comparison of housing units within the City and the County.

Housing Units

	2000	2010	2017
City of Greeley	28,972	36,323	39,220
Weld County	66,194	96,281	110,496

Source: United States Department of Commerce, Bureau of the Census

Income

The following tables set forth historical median household effective buying income ("EBI"), the percentage of households by classification of EBI and per capita personal income for the County, the State and the United States.

Median Household Effective Buying Income [1]

	2015	2016	2017	2018	2019
Weld County	$49,311	$52,579	$56,125	$62,329	$57,819
State of Colorado	49,949	52,345	54,718	57,732	59,227
United States	45,448	46,738	48,043	50,620	52,468

[1] Calculated as of January 1.
Source: The Nielsen Company, *Site Reports*, 2014-2017; Environics Analytics, *Spotlight Claritas Reports*, 2018-2019

Percent of Households by Effective Buying Income Groups—2019 [1]

	Less Than $25,000	$25,000 $49,999	$50,000 $99,999	$100,000- $149,999	$150,000 or more
Weld County	17.47%	24.85%	40.82%	11.55%	5.29%
State of Colorado	16.96	24.82	37.20	12.22	8.81
United States	21.39	26.37	34.54	10.10	7.60

[1] May not total 100% due to rounding. Calculated as of January 1, 2019.
Source: Environics Analytics, *Spotlight Claritas Reports*, 2019

Per Capita Personal Income

	2013	2014	2015	2016	2017
Weld County	$38,820	$42,374	$43,867	$43,757	$44,080
State of Colorado	47,308	50,746	52,228	52,372	54,646
United States	44,826	47,025	48,940	49,831	51,640

Source: United States Department of Commerce, Bureau of Economic Analysis

Building Permit Activity

Set forth hereafter is a five-year history of building permit activity in the City.

Building Permit Activity in the City

	Single Family		Multi Family		Commercial/Industrial	
Year	**Permits**	**Value**	**Permits**	**Value**	**Permits**	**Value**
2014	361	$58,891,310	208	$38,421,203	37	$34,692,350
2015	449	74,046,922	290	53,335,909	32	21,622,922
2016	244	45,308,198	139	43,402,782	23	46,620,945
2017	111	27,142,816	72	42,009,358	26	136,394,237
2018	338	79,816,404	119	33,169,389	25	50,891,824
2019 [1]	64	15,593,179	57	7,802,538	15	16,168,836

[1] Permits filed through March 31, 2019.
Source: City of Greeley, Building Inspection Division

Foreclosure Activity

Foreclosure actions are commenced when a default on a deed of trust has occurred, usually when buyers fail to make timely payments in accordance with a promissory note. Set forth below is a history of the number of foreclosure actions filed by the County Public Trustee's Office over the past five years.

History of Foreclosures

Year	Number of Foreclosures Filed	Percent Change
2014	602	--
2015	427	(29.07)%
2016	411	(3.75)
2017	362	(11.92)
2018	373	3.04
2019 [1]	128	--

[1] Foreclosures filed through April 30, 2019.
Sources: Weld County Public Trustee's Office

Retail Sales

The retail trade sector employs a large portion of the City and County's work force and is important to the area's economy. According to the Colorado Department of Revenue, the department is currently experiencing a system problem that prevents the creation of retail sales reports and historical retail sales data subsequent to 2015; therefore, retail sales data has not been provided herein.

Employment

The following tables set forth employment statistics by industry for the County and the most recent historical labor force estimates for the County and the State.

Total Business Establishments and Employment—Weld County

Industry [1]	Third Quarter 2017		Third Quarter 2018		Quarterly Change	
	Units	Average Employment	Units	Average Employment	Units	Average Employment
Agriculture, forestry, fishing and hunting	236	4,274	230	4,213	(6)	(61)
Mining	239	7,043	258	8,734	19	1,691
Utilities	26	360	29	385	3	25
Construction	978	10,765	1,028	11,593	50	828
Manufacturing	318	13,137	338	13,403	20	266
Wholesale trade	486	4,142	503	4,268	17	126
Retail trade	661	10,383	653	10,339	(8)	(44)
Transportation and warehousing	382	3,440	397	3,788	15	348
Information	94	722	96	708	2	(14)
Finance and insurance	350	2,880	351	2,834	1	(46)
Real estate and rental and leasing	320	1,527	356	1,447	36	(80)
Professional and technical services	781	2,644	829	2,835	48	191
Management of companies and enterprises	66	1,613	77	1,948	11	335
Administrative and waste services	432	6,011	431	6,140	(1)	129
Educational services	77	577	83	630	6	53
Health care and social assistance	709	9,375	722	9,429	13	54
Arts, entertainment and recreation	74	1,140	86	954	12	(186)
Accommodation and food services	455	8,164	471	8,599	16	435
Other services	520	2,615	557	2,682	37	67
Non-classifiable [2]	--	--	--	--	--	--
Government	153	15,269	151	15,803	(2)	534
Total	7,357	106,081	7,651	110,733	294	4,652

[1] Information provided herein reflects only those employers who are subject to State unemployment insurance law.
[2] Information suppressed due to confidentiality as set forth in State law. Totals may not add because they include figures for all employment including suppressed information.
Source: Colorado Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW)

Labor Force Estimates

Year	Weld County		Colorado	
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed
2014	145,429	4.5%	2,802,528	5.0%
2015	147,936	3.8	2,828,876	3.9
2016	150,089	3.4	2,896,771	3.2
2017	157,868	2.6	2,992,412	2.7
2018	165,290	3.0	3,096,358	3.3
2019 [1]	166,447	3.5	3,125,796	3.9

[1] Labor force averages estimated through February 28, 2019.
Source: State of Colorado, Division of Employment and Training

The following table sets forth selected major employers in the County. No independent investigation has been made of and no representation is made herein as to the stability or financial condition of the listed entities, or the likelihood that they will maintain their status as major employers in the area.

Selected Major Employers in Weld County [1]

Firm	Product or Service	Estimated Number of Employees
JBS Swift Beef Company	Meat Processing and Transportation	4,590
Banner Health (NCMC)	Regional Hospital	3,560
Vestas	Wind Turbine & Blade Manufacturer	2,270
Weld County School District RE-6	Education	2,200
University of Northern Colorado	Higher Education	1,900
Weld County	County Government	1,615
State Farm Insurance Companies	Insurance Operations	1,200
Greeley (City of)	Municipal Government	1,030
Tele Tech	Financial Services	900
Halliburton Energy Services Inc.	Oil and Gas Exploration	805

[1] Most recent information available.
Source: Weld County 2018 audited financial statements

Education

Educational facilities are provided for students in the City primarily by Greeley School District 6 which operates 11 traditional elementary schools (K-5), five K-8 schools, four middle schools, one alternative middle school, three traditional high schools, two alternative high schools, one high school of innovation and five charter schools. For fiscal year 2017-18, student enrollment for Greeley School District No. 6 was 22,325, and the Greeley School District employed approximately 1,609. Weld County School District No. Re-2 (Eaton), No. Re-4 (Windsor), and No. Re-5J (Johnstown) are also partially located within the City's boundaries. In addition, several private schools have educational facilities in the City. Higher education facilities in the City include the University of Northern Colorado and Aims Community College. The following table sets forth enrollment information for Greeley School District No. 6, the primary school district serving the City.

History of School Enrollment
Greeley School District No. 6

Fiscal Year	Student Enrollment	Percent Change
2014-2015	21,183	--
2015-2016	21,505	1.52%
2016-2017	21,950	2.07
2017-2018	22,325	1.71
2018-2019	22,503	0.80

Source: Colorado Department of Education

Transportation

Major roadways serving Weld County and the Greeley area include U.S. (Bypass) Highways 85 and 34. Roads 257, 60, 52 and 14 provide access to outlying areas of Greeley. Burlington Northern Railroad and Union Pacific Railroad provide freight rail service through Weld County. General aviation airports include the Greeley/Weld County Airport, the Erie Airport and the Fort Collins/Loveland Airport. Denver International Airport is located in unincorporated Adams County, approximately 58 miles from Greeley. Greeley-Evans transit provides fixed-route service in Greeley, Evans and Garden City, as well as origin-to-destination paratransit and after-hours service.

Agriculture

Weld County is largely an agricultural county. This focus is reflected in the agricultural nature of many of the County's manufacturing and retail trade businesses. According to the Weld County Department of Planning Services, Weld County is Colorado's leading producer of beef cattle, grain, sugar beets and dairy, and is the top Colorado county for value of agricultural products sold.

Oil and Gas

According to statistics prepared by the Colorado Department of Natural Resources, Oil and Gas Conservation Commission, Weld County ranked first in the State for crude oil production and natural gas production in 2017. According to the most recent quarterly "Focus Colorado: Economic and Revenue Forecast" dated March 20, 2019 (the "2019 Economic Forecast"), and the Colorado Oil and Gas Conservation Commission, oil production increased 13.2% in 2017 in Weld County and accelerated to 32.9% growth through the first nine months of 2018. The Wattenberg field of the Denver-Julesburg Basin is located in Weld County and is the fourth largest U.S. oil field based on proven reserves. Oil producers are benefitting from efficiencies in drilling technology, which allows for increased production from each well. Because natural gas is a byproduct of oil production, Weld County is now the leading county in natural gas production and the only area of the State where natural gas production is on the rise.

As set forth in the 2019 Economic Forecast, oil and gas production increased in the first nine months of 2018 due to increasing prices. Between October and December, the price of oil dropped 39.8 percent, which may slow production in the fourth quarter of the year. Despite the uncertainty around prices, there were 35 active drilling rigs in Colorado in the first week of February, a slight increase from the average number of rigs in operation in the fourth quarter of 2018. Natural gas production in the northern region continues to increase as the natural gas produced in conjunction with oil wells is captured and sold on the market.

The 2019 Economic Forecast further states that price declines in the fourth quarter of 2018 took a bite out of the oil and gas industry, but production remains high and the financial position of the industry remains relatively healthy. Oil prices fell as global demand waned due to a weakening global economy, while domestic oil production increased due to recent development activity. Crude oil prices are expected to rise slowly in 2019 and 2020 as members of the Organization of Petroleum Exporting Countries (OPEC) maintain current production levels. Prices for crude oil produced in Colorado are expected to rise from about $50 per barrel in 2019 to about $55 per barrel in 2020 and 2021.

Only a small portion of the oil and gas exploration and production activity in Weld County occurs within the City limits of the City. Because the City is the largest city in Weld County, rail and highway infrastructure in the City is used in the marketing and distribution of a significant part of the resources produced in the County and the economy of the City is impacted by oil and gas exploration and production activity in the County. However, because of its relatively diverse local economy, the City has

historically experienced mostly secondary effects from fluctuations in oil and gas prices, with its economy and employment typically reflecting general economic conditions more than those occurring in any single industry.

No assurance is given that the present oil and gas prices and production levels of oil and gas properties in the region will continue.

Utilities

Xcel Energy provides electricity to customers in the City and parts of Weld County; United Power, Inc. provides electricity to southern Weld County, and western and northern Weld County customers are provided electricity by Poudre Rural Electric Association, Inc. Natural gas is provided to Weld County customers and City customers by both Atmos Energy and Xcel Energy. Qwest Communications International Inc. is the major provider of local telephone service to County and City customers.

APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning The Depository Trust Company ("DTC") New York, NY and DTC's book-entry-only system has been obtained from DTC, and the City and the Underwriter take no responsibility for the accuracy thereof.

DTC will act as securities depository for the Series 2019 Certificates. The Series 2019 Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Series 2019 Certificates, as set forth on the cover page hereof, in the aggregate principal amount of each maturity of the Series 2019 Certificates and deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing the Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing the Corporation & Fixed Income Clearing the Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P Global Ratings rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Series 2019 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2019 Certificates on DTC's records. The ownership interest of each actual purchaser of each Series 2019 Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2019 Certificates, except in the event that use of the book entry-system for the Series 2019 Certificates is discontinued.

To facilitate subsequent transfers, all Series 2019 Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2019 Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of Series 2019 Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants remain responsible for keeping accounts of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2019 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2019 Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Series 2019 Certificate documents. For example, Beneficial Owners of the Series 2019 Certificates may wish to ascertain that the nominee holding the Series 2019 Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Series 2019 Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2019 Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2019 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2019 Certificates are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other name as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Series 2019 Certificates purchased or tendered, through its Participant, to Tender or Remarketing Agent, and shall effect delivery of such Series 2019 Certificates by causing the Direct Participant to transfer the Participant's interest in the Series 2019 Certificates, on DTC's records, to Tender or Remarketing Agent. The requirement for physical delivery

of the Series 2019 Certificates in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2019 Certificates are transferred by Direct Participants on DTC's records and followed by a book-entry credit for tendered Series 2019 Certificates to Tender or Remarketing Agent's DTC account.

DTC may discontinue providing its services as securities depository with respect to the Series 2019 Certificates at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2019 Certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book entry only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

Council Agenda Summary

October 1, 2019

Agenda Item Number 19

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

Title:

Consideration of a resolution concerning the proposed Certificates of Participation, Series 2019; authorizing the receipt of competitive bids for the Series 2019 Certificates, including the use of an electronic bidding system therefor; and prescribing certain details concerning such public sale of the Series 2019 Certificates

Summary:

The proposed Resolution authorizes the competitive sale of the Certificates of Participation in the anticipated amount 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.

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?	N/A
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:

None.

Applicable Council Priority and Goal:

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

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Notice of Sale Resolution

RESOLUTION NO. ___, 2019

A RESOLUTION CONCERNING THE PROPOSED CERTIFICATES OF PARTICIPATION, SERIES 2019; AUTHORIZING THE RECEIPT OF COMPETITIVE BIDS FOR THE SERIES 2019 CERTIFICATES, INCLUDING THE USE OF AN ELECTRONIC BIDDING SYSTEM THEREFOR; AND PRESCRIBING CERTAIN DETAILS CONCERNING SUCH PUBLIC SALE OF THE SERIES 2019 CERTIFICATES.

WHEREAS, the City Council (the "Council") of the City of Greeley, Colorado (the "City") has determined, and hereby determines, that it is advantageous and favorable to the City that the Certificates of Participation, Series 2019 (the "Series 2019 Certificates"), evidencing proportionate undivided interests in the right to receive certain revenues payable pursuant to a Lease Purchase Agreement dated as of November 1, 2019 (the "Lease") between the City, as lessee, and Zions Bancorporation, National Association (the "Trustee"), as lessor, solely in its capacity as Trustee under the Indenture of Trust dated as of November 1, 2019 (the "Indenture"), be sold and issued for the purpose of defraying, in whole or in part, the cost of constructing three new City-owned fire stations; and

WHEREAS, pursuant to Section 5-23(c) of the Charter of the City (the "Charter"), the Series 2019 Certificates are to be sold based upon competitive bids to be received by the City, upon due notice as herein provided;

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

Section 1. The Series 2019 Certificates shall be sold based upon competitive bids to be received by the City on or about November 5, 2019; provided, however, that the Council hereby delegates to the Director of Finance, ex-officio City Treasurer of the City or her deputy (the "Director of Finance") the authority to change the date or time of the public sale of the Series 2019 Certificates to a later date or time (but not later than 180 days after final passage of the ordinance authorizing the Lease and approving the Series 2019 Certificates (the "Ordinance")), if the Director of Finance determines that such delay of the sale will maximize the likelihood of marketing the Series 2019 Certificates when market conditions are relatively favorable, or that it is necessary or desirable to provide additional time to finalize information or documentation relating to the Series 2019 Certificates. If there is such a change in sale date or time, appropriate changes may be made to the sale notice forms set forth herein (or such changes may be posted electronically as described in such sale notice forms); and corresponding changes may also be made in dated dates of the Series 2019 Certificates and other documents and instruments referred to herein. Bids for the Series 2019 Certificates must be submitted electronically by means of the i-Deal Parity system ("Parity"), in the manner described below. No other method of submitting bids will be accepted. The Director of Finance and the City Clerk of the City are hereby authorized and directed to cause to be published in the Greeley Daily Tribune, a newspaper published and of general circulation in the City, at least once at least five days prior to the date of receiving bids, a notice of sale in substantially the following form, with such completions and changes, including any changes, not inconsistent with the Ordinance, to the amount, maturities

and other details of the Series 2019 Certificates shown in such Notice as may be approved by the Director of Finance as further provided in Section 5 hereof:

(Condensed Form of Notice of Sale for Publication)

NOTICE OF SALE

$10,625,000*
Certificates of Participation, Series 2019
Evidencing Proportionate Undivided Interests in the Right to Receive Certain
Revenues Payable Pursuant to a Lease Purchase Agreement
Dated as of November 1, 2019
Between Zions Bancorporation, National Association, as Trustee,
and the City of Greeley, Colorado

PUBLIC NOTICE IS HEREBY GIVEN that the City of Greeley, Colorado (the "City") will on Tuesday, November 5, 2019, at the hour of 9:00 a.m., Greeley time, receive competitive bids for the purchase of the "Certificates of Participation, Series 2019, evidencing proportionate undivided interests in the right to receive certain revenues payable pursuant to a Lease Purchase Agreement dated as of November 1, 2019 between Zions Bancorporation, National Association, as Trustee, and the City of Greeley, Colorado" (the "Series 2019 Certificates") in the aggregate principal amount of $10,625,000* (subject to possible adjustment as provided in the below-described Official Notice), by means of the i-Deal Parity electronic bidding system ("Parity"). The Series 2019 Certificates are to be sold, executed and delivered pursuant to an Indenture of Trust dated as of November 1, 2019 (the "Indenture") entered into by Zions Bancorporation, National Association, as Trustee thereunder (the "Trustee"). The date and time of the sale may be changed at the discretion of the City, and the City also reserves the right to make other changes to the provisions of this notice (and the below-described Official Notice) prior to the date and time of the sale. Any such changes may be posted through Parity; prospective bidders are advised to check for such Parity postings prior to the stated sale time. Bids must be submitted via Parity by the date and hour specified above (or other date and time specified through Parity).

This publication is a condensation of the City's Official Notice of Sale (the "Official Notice"), authorized by the City Council of the City on October 1, 2019, and the information contained herein is subject in all respects to the Official Notice. The Official Notice, the Preliminary Official Statement relating to the Series 2019 Certificates (the "Preliminary Official Statement"), and other information concerning the City and the Series 2019 Certificates may be obtained from Renee Wheeler, Director of Finance, ex-officio City Treasurer, City Hall, 1000 Tenth Street, Greeley, Colorado 80631 (telephone: (970) 350-9732, facsimile: (970) 350-9328, e-mail renee.wheeler@Greeleygov.com), or from the City's Financial Advisor, Hilltop Securities Inc., Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 500, Denver, Colorado 80237, (telephone: (303) 771-0217, e-mail: jason.simmons@hilltopsecurities.com). Reference is made to the Preliminary Official Statement for information as to the authorization and purpose of the

* Preliminary; subject to possible adjustment as described below under the caption "Maturities; Possible Principal Adjustment."

Series 2019 Certificates; security for the Series 2019 Certificates; the book-entry system, transfer, exchange and place of payment of the Series 2019 Certificates; the City's continuing disclosure undertaking and other information relating to the Series 2019 Certificates and the City. Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

The Series 2019 Certificates will be dated the date of their delivery and will be issued as fully registered certificates, in denominations of $5,000 and integral multiples thereof, by means of a book-entry system with no physical distribution of certificates to the public. Interest on the Series 2019 Certificates will be payable on June 1 and December 1 of each year commencing on June 1, 2020. The Series 2019 Certificates will mature on December 1 in the years and in the amounts of principal designated below:

Maturity Date	**Principal Amount**[1]
2025	$530,000
2026	555,000
2027	575,000
2028	595,000
2029	620,000
2030	645,000
2031	670,000
2032	700,000
2033	725,000
2034	755,000
2035	785,000
2036	815,000
2037	850,000
2038	885,000
2039	920,000

[1] Subject to adjustment as provided below.

The aggregate principal amount of the Series 2019 Certificates, the principal amount of each maturity of the Series 2019 Certificates set forth above, and any premium specified in the winning bid are subject to adjustment by the City after determination of the winning bid, all as provided in the Official Notice. Any such adjustment will not change the interest rates specified by the successful bidder. The successful bidder may not withdraw its bid as a result of any such adjustment in principal amount of the Series 2019 Certificates.

A bidder has the option to specify that the Series 2019 Certificates maturing on and after December 1, 2029 be included in one or two (but not more than two) term maturities, subject to certain conditions and limitations provided in the Official Notice.

The Series 2019 Certificates maturing on and after December 1, 2030 are subject to prior redemption at the option of the City, in whole or in part, on December 1, 2029 or at any time thereafter (if in part, in integral multiples of $5,000, from any maturity or maturities or portions thereof as selected by the City and by lot within a maturity in such manner as the Registrar,

initially the City, shall determine), at a redemption price equal to the principal amounts so redeemed plus accrued interest thereon to the redemption date, without redemption premium.

Any bidder is required to submit an unconditional bid specifying the interest rates and premium, if any, at which the bidder will purchase all of the Series 2019 Certificates. It is not permissible to bid a discount on the sale of the Series 2019 Certificates from the City to the initial purchaser (however, original issue discount is not precluded so long as the total purchase price paid by the initial purchaser to the City is at least equal to the principal amount of the Series 2019 Certificates). Reference is made to the Official Notice for information as to other limitations on the interest rates that may be bid for the Series 2019 Certificates.

Each bid must be submitted through Parity and the City reserves the right to disregard any bid in any other form. Electronic bids via Parity must be submitted in accordance with Parity's Rules of Participation, as well as the provisions of the Official Notice of Sale. The apparent successful bidder must confirm its bid by signed fax promptly upon instruction by the City. The good faith deposit of the successful bidder must be received by the City by certified check or wire transfer not later than 2:00 p.m., Greeley time, on the next business day following the award, and will be applied (without any interest accruing to the successful bidder) to the purchase price of the Series 2019 Certificates. In the event the successful bidder fails to honor its accepted bid, its good faith deposit and any interest accrued thereon will be retained by the City. Reference is made to the Official Notice for further information, conditions and requirements relating to Parity, bid limitations, basis of award, and good faith deposit.

The City reserves the right (a) to reject any and all bids for the Series 2019 Certificates, (b) to reoffer the Series 2019 Certificates for sale, and (c) to waive any irregularity or informality in any bid. The award of the Series 2019 Certificates will be subject to final passage, effectiveness and expiration of the referendum period with respect to the ordinance authorizing the Lease and approving the Series 2019 Certificates.

The successful bidder will be required to make payment of the balance due for the Series 2019 Certificates, in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City, at a bank or trust company designated by the City's Director of Finance. The Series 2019 Certificates will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

The validity and enforceability of the Series 2019 Certificates will be approved by Kutak Rock LLP, whose opinion, together with a transcript of legal proceedings, will be furnished to the initial purchaser without charge.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO dated this October 1, 2019.

By /s/
Mayor, City of Greeley, Colorado

(End of Condensed Form of Notice of Sale for Publication)

Section 2. The Official Notice of Sale shall be in substantially the following form, with such completions and changes, as may be approved by the Director of Finance, as further provided in Section 5 hereof:

(Form of Official Notice of Sale)

OFFICIAL NOTICE OF SALE

$10,625,000*
Certificates of Participation, Series 2019
Evidencing Proportionate Undivided Interests in the Right to Receive Certain
Revenues Payable Pursuant to a Lease Purchase Agreement
Dated as of November 1, 2019
Between Zions Bancorporation, National Association, as Trustee,
and the City of Greeley, Colorado

PUBLIC NOTICE IS HEREBY GIVEN that the City of Greeley, Colorado (the "City") will on Tuesday, November 5, 2019, at the hour of 9:00 a.m., Greeley time, receive competitive bids for the purchase of the Series 2019 Certificates more particularly described below by means of the i-Deal Parity electronic bidding system ("Parity"). No other method of submitting bids will be accepted. The use of Parity shall be at the bidder's risk and expense, and neither the City, its Financial Advisor nor Bond Counsel shall have any liability with respect thereto. Electronic bids via Parity must be submitted in accordance with Parity's Rules of Participation, as well as the provisions of this Official Notice of Sale. To the extent that provisions of this Official Notice of Sale conflict with Parity's Rules of Participation or any instruction or directions set forth by Parity, the provisions of this Official Notice of Sale shall control.

The date and time of the sale may be changed at the discretion of the City, and the City also reserves the right to make other changes to the provisions of this Official Notice prior to the date and time of the sale; any such changes may be posted through Parity. Prospective bidders are advised to check for such Parity postings prior to the stated sale time. Bids must be submitted via Parity by the date and hour specified above (or other date and time specified through Parity) as specified in "Bid Proposal" and "Parity" below.

* Preliminary; subject to possible adjustment as described below under the caption "Maturities; Possible Principal Adjustment."

Issue

The Series 2019 Certificates to be sold are the "Certificates of Participation, Series 2019, evidencing proportionate undivided interests in the right to receive certain revenues payable pursuant to a Lease Purchase Agreement dated as of November 1, 2019 between Zions Bancorporation, National Association, as Trustee, and the City of Greeley, Colorado" (the "Series 2019 Certificates") in the aggregate principal amount of $10,625,000.* The Series 2019 Certificates are to be sold, executed and delivered pursuant to an Indenture of Trust dated as of November 1, 2019 (the "Indenture") entered into by Zions Bancorporation, National Association, as Trustee thereunder (the "Trustee"). The Series 2019 Certificates are to be dated the date of their delivery. The Series 2019 Certificates will be in fully-registered form, in denominations of $5,000 and integral multiples thereof, by means of a book entry system with no physical distribution of certificates to the public.

Information Available From Preliminary Official Statement

This Official Notice of Sale is not to be treated as a complete disclosure of all relevant information with respect to the Series 2019 Certificates. The information set forth herein is subject to the more complete information as to the Series 2019 Certificates and the City set forth in the Preliminary Official Statement (the "Preliminary Official Statement"), and reference is made to the Preliminary Official Statement for information as to the authorization and purpose of the Series 2019 Certificates, security for the Series 2019 Certificates, outstanding parity obligations, the City's rights to issue additional obligations in the future on a parity with or subordinate to the Series 2019 Certificates, the book-entry system, transfer, exchange and place of payment of the Series 2019 Certificates, the City's continuing disclosure undertaking and other information relating to the Series 2019 Certificates and the City.

Maturities; Possible Principal Adjustment

The Series 2019 Certificates will mature on December 1 in the years and in the amounts of principal as designated below:

Maturity Date	Principal Amount[1]
2025	$530,000
2026	555,000
2027	575,000
2028	595,000
2029	620,000
2030	645,000
2031	670,000
2032	700,000
2033	725,000
2034	755,000
2035	785,000
2036	815,000
2037	850,000
2038	885,000
2039	920,000

[1] Subject to adjustment as provided below.

The aggregate principal amount of the Series 2019 Certificates and the principal amount of each maturity of the Series 2019 Certificates set forth above are subject to adjustment by the City after determination of the winning bid, to the extent the City deems appropriate in order to generate proceeds consistent with the purpose for which the Series 2019 Certificates are being issued (which may reflect reductions in the issue size to compensate for the premium specified in the winning bid). Any such principal adjustment will be communicated to the successful bidder by the time of award of the Series 2019 Certificates, and will not reduce or increase the aggregate principal amount of Series 2019 Certificates by more than 20% from the total principal amount shown above. The price bid (i.e., par plus any premium bid) by a successful bidder may be changed as described below, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits. The price bid will be changed so that the percentage net compensation to the successful bidder (i.e., the percentage resulting from dividing (a) the aggregate difference between the offering price of the Series 2019 Certificates to the public and the price to be paid by the bidder to purchase the Series 2019 Certificates, by (b) the principal amount of the Series 2019 Certificates) does not increase or decrease from what it would have been if no adjustment were made to the principal amounts shown in the maturity schedule set forth above.

Bidders may specify that certain Series 2019 Certificates be included in one or two (but not more than two) term maturities as described in "Prior Redemption—Mandatory Sinking Fund Redemption" below.

Prior Redemption

(a) ***Optional Redemption***. The Series 2019 Certificates maturing on and after December 1, 2030 are subject to redemption prior to their respective maturities at the option of the City, in whole or in part, on December 1, 2029 or at any time thereafter (if in part, in integral multiples of $5,000, from any maturity or maturities or portions thereof as selected by the City and by lot within a maturity in such manner as the Registrar, initially the City, shall determine, giving proportionate weight, if necessary, to Series 2019 Certificates in denominations larger than $5,000), at a redemption price equal to the principal amount so redeemed plus accrued interest thereon to the redemption date, without redemption premium.

(b) ***Mandatory Sinking Fund Redemption***. A bidder has the option to specify that Series 2019 Certificates maturing on and after December 1, 2029 be included in one or two (but not more than two) term maturities. Amounts included in a single term maturity must consist of two or more consecutive maturities identified in the serial maturity schedule set forth above, must bear the same rate of interest and must include the entire principal amount for any serial maturity included in the term maturity (i.e., the principal amount maturing in any year may not be divided between a serial maturity and a mandatory sinking fund redemption or between two or more mandatory sinking fund redemptions). Any such Series 2019 term Certificates will be subject to mandatory sinking fund redemption in installments in the same amounts and on the same dates as the Series 2019 Certificates would have matured if they were not included in a term maturity. Series 2019 Certificates redeemed pursuant to the mandatory sinking fund redemption provisions will be redeemed at a redemption price equal to 100% of the principal amount of the Series 2019 Certificates to be redeemed plus accrued interest to the redemption date in the manner and as otherwise provided in the ordinance authorizing the Series 2019 Certificates (the "Ordinance") or the Indenture. Any election to designate Series 2019 Certificates included in a term maturity must be made via Parity (see "Bid Proposal" below).

Interest Rates and Purchase Price Limitations

Interest shall be payable on June 1 and December 1 of each year commencing on June 1, 2020, and will be computed on the basis of a 360-day year of twelve 30-day months. There is no limit on the number of rates specified, except that one interest rate only shall be specified for the Series 2019 Certificates of any maturity. Supplemental interest coupons will not be permitted. The rate must be stated in a multiple of 1/8th or 1/20th of 1% per annum. A zero rate of interest may not be named. The maximum differential between the lowest and the highest interest rates stated in the bid may not exceed 3% per annum. The maximum interest rate shall not exceed 5.00%. The purchase price bid for the Series 2019 Certificates shall not be less than 103% of the par amount of the Series 2019 Certificates. The foregoing shall not preclude original issue discount so long as the total purchase price paid by the initial purchaser to the City is at least 103% of the par amount of the Series 2019 Certificates.

Bid Proposal

Any bidder is required to submit an unconditional bid specifying the interest rates and premium, if any, at which the bidder will purchase all of the Series 2019 Certificates.

Each bidder must submit its bid electronically by means of Parity, as provided below, and any bid in any other form may be disregarded.

Parity

All bids must be submitted electronically via Parity in accordance with Parity's Rules of Participation in addition to the requirements of this Official Notice of Sale. No other provider of bidding services and no other means of delivery (i.e., telephone, facsimile or physical delivery) will be accepted. To bid, bidders must first register with Parity. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Parity may call (212) 849-5021 for their ID number or password. In the event of a general malfunction in the electronic bidding process, bidders will be contacted to reschedule bidding. To the extent Parity's Rules of Participation or any instruction or directions set forth by Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

Bids for the Series 2019 Certificates must be electronically submitted via Parity no later than 9:00 a.m., Greeley time on November 5, 2019 (or such later date or time as may be posted via Parity), and no bids will be received after that time. Once the bids are communicated electronically via Parity, each bid shall constitute an irrevocable offer to purchase the Series 2019 Certificates on the terms therein provided and shall be binding upon the bidder. For all purposes of the Parity electronic bidding process, the time as maintained on Parity shall constitute the official time.

By bidding for the Series 2019 Certificates, each bidder represents and warrants to the City that such bidder's bid for the purchase of the Series 2019 Certificates is submitted for and on behalf of such bidder by an officer or agent who is duly authorized to bind such bidder to a legal, valid and enforceable contract for the purchase of the Series 2019 Certificates. **Each bidder shall be solely responsible for making necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale and Parity's Rules of Participation.** Neither the City, the Financial Advisor, Bond Counsel, nor Parity shall have any duty or obligation to provide or assure such access to any bidder, and neither the City, the Financial Advisor, Bond Counsel, nor Parity shall be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the use of Parity. The City is using Parity as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Series 2019 Certificates.

The City will notify the apparent successful bidder electronically (via Parity) as soon as possible after the City's receipt of bids, that such bidder's bid appears to be the best conforming

bid received for the Series 2019 Certificates, subject to verification by the City and official action to be taken by the City's Director of Finance as described in "Time of Award" below. Promptly upon such notification, the apparent successful bidder will be required to confirm its bid by providing the City with signed documentation of its bid satisfactory to the City's Director of Finance.

Successful Bidder's Reoffering Prices

At or before 12:00 noon, Greeley time, on the day of sale, the successful bidder for the Series 2019 Certificates must provide to the City's Financial Advisor, by facsimile transmission or by other means acceptable to the Financial Advisor (see "Information" below), the initial prices and yields to the public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of each maturity of the Series 2019 Certificates was sold, in an aggregate dollar amount. The information as to initial offering prices shall be based on the winning bidder's expectations as of the day of sale and not on actual facts after the day of sale. Such initial prices and yields must be confirmed by written certificate in form and substance satisfactory to the City's Bond Counsel on the date of delivery of and payment for the Series 2019 Certificates. The successful bidder for the Series 2019 Certificates must also certify to the City in writing prior to delivery of the Series 2019 Certificates that the Series 2019 Certificates were sold as fixed interest rate Certificates as described in the Final Official Statement.

Good Faith Deposit

The successful bidder will be required to submit its good faith deposit in the amount of $120,000 to the City in the form of a cashier's check (or wire transfer as instructed by the City or its Financial Advisor) not later than 2:00 p.m., Greeley time, on the next business day following the award. The good faith deposit will be held by the City pending the delivery of the Series 2019 Certificates to secure the City against any failure of the successful bidder to comply with the terms of its bid, and in the event the successful bidder fails to honor its bid, its good faith deposit and any interest accrued thereon will be retained by the City. Upon delivery of the Series 2019 Certificates in accordance with the terms of the bid, the good faith deposit of the successful bidder will be applied to the purchase price. No interest on any good faith deposit will accrue to the purchaser or any other bidder. See also "Manner and Time of Delivery" below.

Sale Reservations

The City reserves the right (a) to reject any and all bids for the Series 2019 Certificates, (b) to reoffer the Series 2019 Certificates for sale, and (c) to waive any irregularity or informality in any bid. The City also reserves the right to change the date and time of sale of the Series 2019 Certificates and to make other changes to the provisions of this Official Notice of Sale prior to the date and time of the sale. Any such changes may be announced through Parity. Except as it may be amended by such Parity communication or other means of communication to prospective bidders, this Official Notice of Sale shall remain effective. If bids are not received at the time herein stated or if all bids are rejected, the City may reoffer the Series 2019 Certificates for sale at any time thereafter.

Basis of Award

The Series 2019 Certificates, subject to the reservations and limitations set forth herein, will be sold to the responsible bidder making the best bid therefor. The best bid will be determined by computing the True Interest Cost of the Series 2019 Certificates (i.e., using an actuarial or TIC method) for each bid received and an award will be made (if any is made) to the responsible bidder submitting the bid which results in the lowest True Interest Cost of the Series 2019 Certificates. "True Interest Cost" of the Series 2019 Certificates as used herein means that yield which, if used to compute the present worth of all payments of principal and interest to be made on the Series 2019 Certificates from their date (assuming solely for this purpose that the Series 2019 Certificates will be dated November 14, 2019) to their respective maturity or mandatory sinking fund redemption dates, using the interest rates specified in the bid and the principal amounts maturing as shown in the maturity schedule set forth in "Maturities; Possible Principal Adjustment" above, produces an amount equal to the principal amount of the Series 2019 Certificates plus any premium bid. Such calculation shall be made without reference to the possible optional redemption of any of the Series 2019 Certificates prior to maturity. Such calculation shall be based on a 360-day year and a semiannual compounding interval. If two or more conforming bids have the same True Interest Cost, the first bid submitted, as determined by reference to the time stamp of Parity, shall be the winning bid.

Time of Award

Bids will be received at the time specified. The City has delegated to the City's Director of Finance, as City Representative, the authority to determine the winning bid and to award the Series 2019 Certificates (or to reject all bids). The Director of Finance will take such action within 36 hours after the expiration of the time herein specified for opening bids. Any such award of the Series 2019 Certificates will be subject to expiration of the referendum period with respect to the Ordinance.

Manner and Time of Delivery

The good faith deposit of the successful bidder will be credited to the purchaser at the time of delivery of the Series 2019 Certificates (without accruing interest). If the successful bidder for the Series 2019 Certificates fails or neglects to complete the purchase of the Series 2019 Certificates when the Series 2019 Certificates are made ready and are tendered for delivery, the amount of this good faith deposit will be forfeited (as liquidated damages for noncompliance with the bid) to the City, except as hereinafter provided. In that event the City may reoffer the Series 2019 Certificates for sale. The purchaser will not be required to accept delivery of any of the Series 2019 Certificates if they are not tendered for delivery within 60 days from the date bids are received; and if the Series 2019 Certificates are not so tendered within said period of time, the good faith deposit will be returned to the purchaser upon its request (without accruing interest). The City contemplates, however, effecting delivery of the Series 2019 Certificates to the purchaser on or about November 14, 2019. Delivery of any Series 2019 Certificate is conditioned upon the receipt by the City of a certificate as to their issue price. See "– Establishment of Issue Price" below.

Payment and Place of Delivery

The successful bidder will be required to make payment of the balance due for the Series 2019 Certificates at a bank or trust company designated by the City's Director of Finance. Payment of the balance of the purchase price due at delivery must be made in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City. The Series 2019 Certificates will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

CUSIP Numbers

CUSIP numbers will be ordered by the Financial Advisor and paid for by the City as a cost of issuance. CUSIP numbers will be printed on the Series 2019 Certificates. If a wrong number is imprinted on any Series 2019 Certificate or if a number is not printed thereon, any such error or omission will not constitute cause for the successful bidder to refuse delivery of any Series 2019 Certificate.

Official Statement

The City has prepared the Preliminary Official Statement, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), except for the omission of certain information as permitted by the Rule. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement, as defined below. The Preliminary Official Statement is available only in electronic form by posting at www.meritos.com and at www.i-dealprospectus.com. Other information concerning the City and the Series 2019 Certificates may be obtained prior to the sale from the sources listed under "Information" below.

The City will, as soon as practicable after the award of the Series 2019 Certificates to the successful bidder, update the information contained in the Preliminary Official Statement to the date of the award, and such updated Preliminary Official Statement will constitute the "Final Official Statement" relating to the Series 2019 Certificates. The City authorizes the successful bidder to distribute the Final Official Statement in connection with the offering of the Series 2019 Certificates; provided that the successful bidder must cooperate in providing the information required to complete the Final Official Statement. The City will provide to the successful bidder not to exceed 150 copies of the Final Official Statement on or before the seventh business day following the date of the award to the successful bidder. The successful bidder may obtain additional copies of the Final Official Statement at its expense. The Final Official Statements will be delivered to the successful bidder at the offices of the Financial Advisor at the address listed below. If the successful bidder fails to pick up the Final Official Statements at the offices of the Financial Advisor, the Final Official Statements will be forwarded to the successful bidder by mail or another delivery service mutually agreed to between the successful bidder and the Financial Advisor. The City will provide a copy of the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the Municipal Securities Rulemaking Board's ("MSRB") Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the

successful bidder no later than one business day prior to the Closing Date to enable the successful bidder to comply with MSRB Rule G-32.

For a period beginning on the date of the Final Official Statement and ending 25 days following the "end of the underwriting period" (as defined in the Rule), if any event concerning the affairs, properties or financial condition of the City shall occur or be discovered as a result of which it is necessary to supplement the Final Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the City shall notify the successful bidder of any such event of which the Director of Finance has actual knowledge and shall cooperate fully in preparing and furnishing, at the City's expense, any supplement to the Final Official Statement necessary, in the reasonable opinion of the City and the successful bidder, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time.

Secondary Market Disclosure Undertaking

Pursuant to the Rule, the City will undertake to provide certain ongoing disclosure, including certain annual operating data and financial information, audited financial statements and the occurrence of certain events. A form of the undertaking is set forth in the Preliminary Official Statement.

Transcript and Legal Opinion

The validity and enforceability of the Series 2019 Certificates will be approved by Kutak Rock LLP, as Bond Counsel. The purchaser will receive a transcript of legal proceedings, which will include, among other documents:

(a) a certificate executed by officials of the City, including the City Attorney, stating that there is no litigation pending against the City affecting the validity of the Series 2019 Certificates as of the date of their delivery;

(b) a certificate executed by the Director of Finance or other authorized official of the City stating that, to the best of knowledge of such official, the Final Official Statement as of its date did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading, and that, to the best of such official's knowledge, since the date of the Final Official Statement no event has occurred which would cause the Final Official Statement as of the date of the delivery of the Series 2019 Certificates to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading (provided that information relating to The Depository Trust Company will be excluded from such statements; and further provided that, if between the date of the public sale of the Series 2019 Certificates and the date of delivery of the Series 2019 Certificates, any event should occur or be discovered which would cause the Final Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of

the circumstances under which they were made, not misleading, the City shall notify the purchaser thereof and shall cooperate in any necessary supplement or amendment to the Final Official Statement as described above under "Official Statement";

(c) a letter from Bond Counsel, addressed to the purchaser of the Series 2019 Certificates, to the effect that the firm has not independently verified the information contained in the Final Official Statement, but that during the course of the participation by the firm in the preparation of the Final Official Statement no information came to the attention of the firm to lead it to believe that the Final Official Statement (except the financial statements and other statistical and financial data contained in the Final Official Statement, and except information relating to The Depository Trust Company contained in the Final Official Statement, as to which such firm will make no statement) as of its date either contained an untrue statement of any material fact or omitted to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading; and

(d) the opinion of Kutak Rock LLP as to the validity, enforceability and tax-exempt status of interest on the Series 2019 Certificates, the form of which is set forth in the Preliminary Official Statement as an appendix thereto.

Establishment of Issue Price

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Series 2019 Certificates pursuant to the provisions of the Internal Revenue Code of 1986, as amended. The issue price of the Series 2019 Certificates shall be established as follows:

(a) The winning bidder shall assist the City in establishing the issue price of the Series 2019 Certificates and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2019 Certificates, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Series 2019 Certificates may be taken on behalf of the City by the Financial Advisor and any notice or report to be provided to the City may be provided to the Financial Advisor.

(b) The City intends that the provisions of Section 1.148-1(f)(3)(i) of the Treasury Regulations (defining "competitive sale" for purposes of establishing the issue price of the Series 2019 Certificates) will apply to the initial sale of the Series 2019 Certificates (the "competitive sale requirements") because:

1 the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

2. all bidders shall have an equal opportunity to bid;

3. the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

4. the City anticipates awarding the sale of the Series 2019 Certificates to the bidder who submits a firm offer to purchase the Series 2019 Certificates at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2019 Certificates, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Series 2019 Certificates (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2019 Certificates as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Series 2019 Certificates satisfies the 10% test as of the date and time of the award of the Series 2019 Certificates. The City shall promptly advise the winning bidder, at or before the time of award of the Series 2019 Certificates, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2019 Certificates shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will <u>not</u> be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Series 2019 Certificates. <u>Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2019 Certificates will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2019 Certificates</u>.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Series 2019 Certificates to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2019 Certificates, that the underwriters will neither offer nor sell unsold Series 2019 Certificates of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or

2. the date on which the underwriters have sold at least 10% of that maturity of the Series 2019 Certificates to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2019 Certificates to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2019 Certificates, the winning bidder agrees to promptly report to the City the prices at which the unsold Series 2019 Certificates of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Series 2019 Certificates of that maturity have been sold or (ii) the 10% test has been satisfied as to the Series 2019 Certificates of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

(f) The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2019 Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Certificates, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2019 Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2019 Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Certificates, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2019 Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2019 Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Certificates, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2019 Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Certificates, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2019 Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Certificates.

(g) By submitting a bid, each bidder confirms that:

1. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2019 Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Series 2019 Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2019 Certificates of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Series 2019 Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires;

(B) to promptly notify the winning bidder of any sales of Series 2019 Certificates that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2019 Certificates to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

2. any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2019 Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2019 Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2019 Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2019 Certificates of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Series 2019 Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any Series 2019 Certificates to any person that is a related party to an underwriter participating in the initial sale of the Series 2019 Certificates to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

1. "public" means any person other than an underwriter or a related party;

2. "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019 Certificates to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2019 Certificates to the public);

3. a purchaser of any of the Series 2019 Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

4. "sale date" means the date that the Series 2019 Certificates are awarded by the City to the winning bidder.

Information

This Official Notice of Sale (a condensation of which has been ordered published), the Preliminary Official Statement and other information concerning the City and the Series 2019 Certificates may be obtained from Renee Wheeler, Director of Finance, ex-officio City Treasurer, City Hall, 1000 Tenth Street, Greeley, Colorado 80631 (telephone: (970) 350-9732, facsimile: (970) 350-9328, e-mail renee.wheeler@Greeleygov.com), or from the City's Financial Advisor, Hilltop Securities Inc., Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 500, Denver, Colorado 80237, (telephone: (303) 771-0217, e-mail: jason.simmons@hilltopsecurities.com). Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

BY ORDER OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO, dated this November 5, 2019.

By /s/_____
Mayor, City of Greeley, Colorado

APPENDIX A (to Form of Official Notice of Sale)

FORM OF ISSUE PRICE CERTIFICATE

ISSUE PRICE CERTIFICATE

$10,625,000*
Certificates of Participation, Series 2019
Evidencing Proportionate Undivided Interests in the Right to Receive Certain
Revenues Payable Pursuant to a Lease Purchase Agreement
Dated as of November 1, 2019
Between Zions Bancorporation, National Association, as Trustee,
and the City of Greeley, Colorado

[CLOSING DATE]

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Series 2019 Certificates"). The Series 2019 Certificates evidence proportionate undivided interests in the right to receive certain revenues payable pursuant to a Lease Purchase Agreement dated as of November 1, 2019 (the "Lease") between the City of Greeley, Colorado (the "City"), as lessee, and Zions Bancorporation, National Association, as lessor, solely in its capacity as trustee (the "Trustee") under the Indenture of Trust dated as of November 1, 2019 (the "Indenture") entered into by the Trustee. [*Sections 1 and 2 and schedules to be adjusted in execution version as necessary if all of the requirements of a "competitive sale" are not satisfied.*]

1. ***Reasonably Expected Initial Offering Price***.

(a) As of [THE SALE DATE], the reasonably expected initial offering prices of the Series 2019 Certificates to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Series 2019 Certificates used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Series 2019 Certificates. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Series 2019 Certificates.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Series 2019 Certificates.

2. ***Defined Terms***.

* Preliminary; subject to possible adjustment as described below under the caption "Maturities; Possible Principal Adjustment."

(a) "*Maturity*" means Series 2019 Certificates with the same credit and payment terms. Series 2019 Certificates with different maturity dates, or Series 2019 Certificates with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "*Public*" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) "*Underwriter*" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2019 Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019 Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Series 2019 Certificates, and by Kutak Rock LLP in connection with rendering its opinion that the portion of Base Rentals (as defined in the Lease) allocable to the Series 2019 Certificates paid by the City which is designated and paid as interest, as provided in the Lease, is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Series 2019 Certificates.

IN WITNESS WHEREOF, the undersigned, on behalf of [SHORT NAME OF UNDERWRITER], has set his or her hand as of the date first written above.

[UNDERWRITER]

By: _____
Name:_____
Title:_____

***

SCHEDULE A

EXPECTED OFFERING PRICES

[ATTACH]

***

SCHEDULE B

UNDERWRITER'S BID

[ATTACH]

(End of Form of Official Notice of Sale)

Section 3. The Director of Finance and other appropriate officers and agents of the City are hereby authorized to give such other notice of the sale of the Series 2019 Certificates, if any, as they deem appropriate, including, but not limited to, the distribution among investment bankers and others of the Official Notice of Sale authorized by Section 2 hereof and a Preliminary Official Statement relating to the issuance and sale of the Series 2019 Certificates (the "Preliminary Official Statement"), which distribution may be by such means (including, without limitation, electronic posting) as the Director of Finance may deem appropriate.

Section 4. Bids for the Series 2019 Certificates shall be received via Parity at the time and in the manner provided in the Official Notice of Sale, with such changes as may be approved by the Director of Finance. Notwithstanding any other provision of this resolution, the Council hereby delegates to the Director of Finance the following power and authority: (a) the Director of Finance may change the date or time of the public sale of the Series 2019 Certificates to a later date or time (but not later than 180 days after final passage of the Ordinance) if the Director of Finance determines that such delay of the sale will maximize the likelihood of marketing the Series 2019 Certificates when market conditions are relatively favorable, or that it is necessary or desirable to provide additional time to finalize information or documentation relating to the Series 2019 Certificates, and (b) the Director of Finance may make such completions and other changes, not inconsistent with the Ordinance, to both the published and official sale notice forms contained in this resolution as the Director of Finance may deem necessary or appropriate to conduct the public sale of the Series 2019 Certificates expeditiously and to the best financial advantage of the City.

Section 5. The Council hereby further delegates to the City's Director of Finance the power and authority make any amendments or include any additional provisions to the Official Notice of Sale in order to finalize the Official Notice of Sale so long as any such amendments or additional provisions are not in conflict with the terms and parameters of the Ordinance, to finalize and post the Official Notice of Sale and publish the condensed form thereof, to determine the winning bid for the Series 2019 Certificates; to determine the final aggregate principal amount and maturity schedule for the Series 2019 Certificates, including the principal maturities of the Series 2019 Certificates (so as to generate proceeds consistent with the costs of the project for which the Series 2019 Certificates are being issued) and to determine any related premium adjustment, all as provided in the Official Notice of Sale; and to award the Series 2019 Certificates and to execute an appropriate written acceptance of the winning bid (including, without limitation, a sale certificate setting forth such determinations, certifications and approvals as may be required or contemplated by the Ordinance), or to reject all bids; provided

that any such award and acceptance shall be subject to the final passage and effectiveness of the Ordinance, expiration of the referendum period with respect thereto.

Section 6. The proposed form of Preliminary Official Statement of the City relating to the issuance and sale of the Series 2019 Certificates has been presented to the meeting of the Council at which this Resolution is approved, and is on file in the office of the City Clerk. The Preliminary Official Statement, in substantially the form so presented with such additional changes as are made prior to the sale date, is hereby deemed by the City to be a "nearly final official statement" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The distribution and use by the Purchaser for the reoffering of the Series 2019 Certificates to the public of the final Official Statement (the "Official Statement"), in substantially the form of the Preliminary Official Statement, but with such amendments, additions and deletions as are consistent with the facts, as are not inconsistent herewith and as are approved by the Mayor as evidenced by the Mayor's execution of the Official Statement, is hereby authorized and approved, and the Mayor is authorized to sign the final Official Statement on behalf of the City.

Section 7. The officers and agents of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including, but not limited to, the preparation and distribution of the Preliminary Official Statement and the publication, electronic posting and distribution of notice relating to the public sale of the Series 2019 Certificates. The Council deems all delegations, directions, instructions and authorizations contained in this resolution to be consistent with Section 3-4 of the Charter. To the extent required by Section 3-4 of the Charter, the effectuation of this resolution shall be subject to the supervision of the City Manager of the City, and the City Manager is hereby directed to give all orders, directions, instructions and authorizations to City personnel as may be necessary or appropriate to accomplish the purposes of this resolution.

Section 8. All resolutions, motions, orders, bylaws, rules or regulations, or parts thereof, in conflict with this resolution are hereby repealed only to the extent of such inconsistency.

Section 9. If any section, paragraph, clause or provision of this resolution 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 parts or provisions of this resolution.

Section 10. This resolution shall take effect immediately upon its passage.

[Remainder of Page Left Intentionally Blank]

INTRODUCED, PASSED AND ADOPTED this October 1, 2019

By _____
Mayor

[CITY SEAL]

Attest:

By _____
City Clerk

APPENDIX A

(ATTACH PUBLISHED NOTICE)

Council Agenda Summary

October 1, 2019

Agenda Item Number 20

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 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, and changing the official zoning map to reflect the same

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 this request on September 10, 2019 and unanimously recommended approval to City Council. 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?	
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 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 and subsequent staff analysis, the proposed rezone from PUD (Planned Unit Development) to C-H (Commercial High Intensity) meets Development Code Section 18.30.050(c)(3) a, b, f, g and h; and, therefore, approves the rezone.

B) A motion to adopt the 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. 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 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.

PLANNING COMMISSION
Proceedings

September 10, 2019

City Center South
Council Chambers Room
1001 11th Avenue
1:15 p.m.

DRAFT

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.

He also addressed the parking concerns that were previously raised. Mr. Malloy presented the layout of the site, adjustments that were made to the sidewalk to meet city standards, as well as plans for signs, cosmetic features, and elevations.

Vice-Chair Briscoe questioned who is responsible for landscaping the easement leading up to Chick-fil-A. Mr. Malloy responded that since both properties utilize the detention pond, then both parties would be responsible. He expressed that it would be a priority for the landscaping to be maintained since it would be in close proximity to the bar's outdoor seating. Upon question by Commissioner Modlin, Mr. Malloy provided more details of the vision for the restaurant.

Commissioner Franzen asked about the proposed hours of operation are. Restaurant owner, Matt Larson, advised that it will be open seven days a week for lunch and dinner, and will close no later than 12 a.m.

Vice-Chair Briscoe opened the public hearing at 1:54 p.m.

Operations manager at Homewood Suites Hilton Hotel, Pam Evans addressed questions regarding parking and landscaping responsibility. Ms. Evans spoke in support of the proposed restaurant.

The public hearing closed at 1:55 p.m.

Commissioner Andersen moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed Final PUD is in compliance with the Development Code and consistent with the Preliminary PUD for Lot 4, Suffolk PUD 3rd Filing; and, therefore, approves the Final PUD as presented. Commissioner Franzen seconded the motion. The motion carried 5-0. (Chair Yeater and Commissioner Romulo were absent.)

VI. A public hearing to consider a request 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

Project Name:	2600 36th Avenue –Gateway Self-Storage Rezone
Case No.:	ZON2018-0005
Applicant:	Jeff Engelman
Location:	2600 36th Avenue
Presenter:	Darrell Gesick, Planner III

Darrell Gesick addressed the Commission and entered the staff report into the record. He presented zoning and vicinity maps and discussed what is currently present. He provided history and background of the area to illustrate how they arrived at the current request. Mr. Gesick reported that the subject site was annexed and zoned PUD in 1978 and over the years there have been several amendments made to the PUDs in this area. In 1995 the Planning Commission amended the PUD to allow for storage units, and in 2000 the applicant accrued more property on this site and would now like to build an additional building. He noted that normally this request could be handled administratively, but since the applicant was not able to obtain signatures from all neighboring property owners, a formal request for a rezone to Planning Commission was necessary.

Mr. Gesick continued his presentation by providing more detail of the applicant's intentions for the site. He advised that all of the area's access points would remain the same, and the only change would be to the landscaping. The proposed building is being reviewed administratively through the Use by Special Review amendment process and will be approved if the rezone is allowed. Mr. Gesick discussed the rezone criteria that was used for the request. He noted that there are no environmental impacts and is consistent with the city's comprehensive plan. Notices were mailed to surrounding property owners and no comments or concerns were received. Staff's recommendation is for approval.

Commissioner Andersen asked if the original PUD is obsolete. Mr. Gesick stated that it is not and provided clarification. Commissioner Andersen questioned why the applicant could not obtain all of the necessary signatures to have the request approved administratively. Vice-Chair Briscoe asked if the new building would cause any property line or setback concerns. Mr. Gesick answered that there are no commercial setback requirements aside from how they relate to the public right of way. Commissioner Franzen had questions regarding the water detention pond and if it can support the additional building.

Applicant representative Jessica Stenberg with Baseline Engineering, addressed Commissioner Andersen's question regarding the client not obtaining the proper signatures for approval.

Commissioner Modlin asked if the applicant intends to solve the current drainage issues. Ms. Stenberg replied that yes, they have already made significant improvements.

Vice-Chair Briscoe opened the public hearing at 2:07 p.m. There being no comment, the public hearing was closed at 2:07 p.m.

Commissioner Andersen requested more information from the city regarding the drainage issues on this site. City of Greeley Civil Engineer Lauren Hillmer, provided a response.

Commissioner Schulte moved that, based on the application received and the project summary and analysis, the Planning Commission finds that the proposed rezone from PUD (Planned Unit Development) to C-H (Commercial High Intensity) meets the applicable Development Code criteria, Sections 18-30-050(c)(3) a, b, f, g and h; and, therefore, recommends approval of the rezone to the City Council. Commissioner Franzen seconded the motion. The motion carried 5-0. (Chair Yeater and Commissioner Romulo were absent.)

DRAFT

PLANNING COMMISSION SUMMARY

ITEM: Rezone from PUD (Planned Unit Development) to C-H (Commercial High Intensity)

FILE NUMBER: ZON2018-0005

PROJECT: 2600 36th Avenue – Gateway Self-Serve Storage Units Rezone

LOCATION: 2600 36th Avenue

APPLICANT: Jeff Engelman

CASE PLANNER: Darrell Gesick, Planner III

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 regarding the application in the form of a finding based on the review criteria in Section 18.30.050(c)(3).

EXECUTIVE SUMMARY
The City of Greeley is considering a request from Jeff Engelman, owner of Gateway Self-Serve Storage Units, to rezone approximately 5.50 acres of property, including adjacent right-of-way, located at 2600 36th Avenue, from PUD (Planned Unit Development) to C-H (Commercial High Intensity) (see Attachments A, B, C, and D).

A. REQUEST
The applicant is requesting approval of a rezone (see Attachment C).

B. STAFF RECOMMENDATION
Approval.

C. LOCATION **Abutting Zoning:**
North: PUD (Planned Unit Development)
South: PUD
East: PUD
West: R-H (Residential High Density) and C-H (Commercial High Intensity)

Surrounding Land Uses:
North: Car Dealership
South: Highway 34 Bypass
East: Car Dealerships
West: Car Dealership and Multi-Family

Site Characteristics:
The subject site is currently developed with 19 self-serve storage units and one residential unit that also functions as a manager's office. The site consists of concrete drive aisles, wrought-iron fencing, and landscaping on the perimeter of the property (see Attachment E).

D. BACKGROUND

The subject site was annexed into the City of Greeley and zoned PUD, in 1978, as part of the Southwest Greeley Annexation No. 1 (File No. Z 2:78). In 1981, a conceptual PUD (File No. Z 9:81) was established for an area west of 35th Avenue, east of 47th Avenue, north of Highway 34 Bypass, and south of 24th Street. The primary uses called out for the PUD were for "Tech Industry" type uses. In 1982, a Final PUD was approved for oil and gas development on the entire PUD (File No. Z 8:82). When the property owner at that time did submit for the Final PUD for oil and gas development, they did so on the entire PUD instead of specific locations within the PUD. When this Final PUD was approved, it in effect, voided the previous concept PUD for "Tech Industry" uses on the site. When the applicant discovered this, another Conceptual PUD and Final PUD occurred to correct the error (File NO. Z 22:84). This Final PUD approved specific locations for oil and gas development, and the conceptual Plan called out land uses, such as commercial, high tech industrial, and multi-family on the balance of the property not approved for oil and gas development. This PUD was known as the Gateway Park PUD. Yet, another amendment occurred, in 1985, where some more uses were added to the overall PUD (File No. Z 23:85). Over time the Gateway PUD developed as called out in the conceptual PUD, has develop under new PUD's like Suffolk and Centerplace, or was rezoned to traditional zoning districts, such as, C-H, R-M, R-H, and C-L.

The subject site was approved for all uses allowed in the C-2 zone district, plus the following C-3 and C-4 uses: hotels and motels, theaters, convention halls, restaurants, bars, private and commercial recreation facilities, retail stores, and gasoline service stations. Storage uses were not included. In 1995, a combined amended Conceptual and Final PUD was proposed and approved by City Council to allow for self-serve storage units and a residential unit for an on-site manager (File No. PUD 4:95). The zoning classifications were changed, in 1998, when the Development Code was revised. The existing zoning of C-L (Commercial Low Intensity) is the modern equivalent to C-2 and C-H (Commercial High Intensity) is the equivalent to C-3 and C-4.

In 1999 and 2000, a portion of 36th Avenue right-of-way was vacated (File No. V 6:99 and V/D 7:00). The right-of-way was west of and adjacent to the southern portion of the subject site. The eastern half of the right-of-way was transferred to the property owner at 2600 36th Avenue and the western half of the right-of-way was transferred to the property owner at 2701 36th Avenue. The property owner at 2701 36th Avenue has since developed a car dealership, utilizing the area gained from the right-of-way vacation.

With this application, the property owner at 2600 36th Avenue would like to utilize the area that was gained from the vacation and rezone the subject site from PUD to C-H with the desire to build a 3,900-square-foot self-serve storage unit on the area that was vacated in 2000 (see Attachment F). Under the current Development Code, in order for the City to consider a proposed PUD amendment for the subject site, the applicant is required to provide written approval of the proposed amendment from 100% of the property owners within the PUD to the City. PUD's are viewed as a contract between all property owners within the PUD area. If the applicant is unable to acquire such approvals, the applicant would not be able to submit the application and would not be able to maximize the full development potential for the site. The applicant attempted to acquire the necessary signatures and was unable to obtain them. The proposed rezone of the property from PUD to C-H would avoid timeliness issues associated with amending the PUD and avoid having to acquire the necessary owner approvals. The applicant would like to rezone the site to C-H, which would allow the site to be development under Development Code standards for the C-H zone district. This would allow the applicant to get approvals administratively from the City for the additional building, rather than getting permission from adjacent owners and having to go through a public hearing process.

Under the current Development Code Standards, the subject use would be required to obtain approvals through the Use by Special Review (USR) process if the site was currently zoned C-H. Since the site was approved under a different process, a Final PUD in this case, the existing use would be considered a procedurally conforming site if the rezone is approved. For example, a use which requires USR approval would be considered conforming if it existed prior to the effective date of the Development Code and is in conformance in all other respects, only lacking the benefit of an otherwise required review process. This would mean that the existing use would not have to have USR approval to continue and the proposed additional building that the applicant is requesting would follow the USR standards, if the rezone is approved.

With the proposed rezone request, a minor USR Amendment has been submitted for the additional storage unit (USR2018-0019) and is being reviewed concurrently with this proposed rezone. The requested USR Amendment would be reviewed and approved administratively and would only be approved if the rezoning is approved.

APPROVAL CRITERIA

Development Code Section 18.30.050 Rezoning Procedures

For the purpose of establishing and maintaining sound, stable, and desirable development within the City, the rezoning of land is to be discouraged and allowed only under circumstances provided for in this Section [of the Code]. This policy is based on the opinion of the City Council that the City's zoning map is a result of a detailed and comprehensive appraisal of the City's present and future needs regarding land use allocation and other zoning considerations, and, as such, should not be amended unless to correct manifest errors or because of changed or changing conditions in a particular area of the City in general.

The review criteria found in Section 18.30.050(c)(3) of the Development Code shall be used to evaluate the zoning amendment application.

a) Has the area changed, or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area?

Staff Comment: Over the years several properties within the Gateway PUD have been rezoned from PUD to traditional zone districts such as C-H, R-M, R-H, and C-L. West of and adjacent to the subject site, the area was rezoned to R-H, which allowed the property owner the ability to develop the site with multi-family units. In 2014, a portion of that property was subdivided and rezoned to C-H, and developed with a car dealership. Further to the northwest of the subject site, approximately 55 acres of land was rezoned from PUD to C-H, R-H, R-M, and C-L. This area has developed with restaurants, medical, office, assisted living, and townhomes, with some land still left to develop.

The rezone is not necessarily needed to encourage development or redevelopment in the area. The subject site has been developed as called out in the original PUD and subsequent amendments. However, the applicant would need to gain approval of 100% of the property owners within the portion of the PUD that the subject site is located within for the additional building that the applicant wishes to build. If the applicant is unable to acquire such approvals, the applicant would not be able to maximize the full development potential for the site. In this case, the applicant tried to obtain the necessary signatures and was unable to do so and does not believe that they would be able to gain 100% approval of the adjacent owners anytime in the near future. The applicant would like to rezone the site to C-H, which would allow the site to be developed under the Development Code standards for the C-H zone. This would allow the applicant to get approvals administratively for the additional building, rather than getting permission from adjacent owners and having to go through a public hearing process.

Leaving the property in the PUD zone district could limit the opportunity for the applicant to add the additional storage building if the applicant is not able to acquire the necessary approvals from adjacent property owners within the PUD. Planning staff concludes that it is in the public's interest to rezone the subject property to a more traditional zone district, allowing the potential for a more efficient development option for the property owner.

This request 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 property has been zoned PUD since 1995, a total of 24 years. Until a portion of 36th Avenue was vacated and given to the subject property owner, there was no potential for additional development on the subject site. Since obtaining the additional land, the applicant has the potential to add one additional self-serve storage building to the subject site. Although the existing zoning is not necessarily obsolete, the proposed C-H zone district would avoid timeliness issues associated with amending the PUD and would avoid having to acquire the necessary adjacent property owner approvals.

Development trends over the last several years have shown a demand for self-serve storage units. The applicant believes that the additional storage building would allow the business to stay competitive with other newer facilities in the community.

This request 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: There are no known detrimental environmental conditions existing on the site.

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 proposed rezoning is not necessary in order to provide land for a community related use.

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 C-H zoning would create significant impacts on the subject property, adjacent land uses, or the City as a whole. The proposed rezoning does not significantly vary from the current allowed zoning.

Any potential noise created by future development would be regulated by the Municipal Code. There should not be any environmental impacts associated with this request. The appropriate buffering would be required to be provided, which lessens any potential visual impacts to adjacent uses. City services such as water, sewer, police, and fire are already available to the site. Sidewalks exist along the west side of the property. The applicant's current plans for the property should not increase the intensity of its current use in a negative manor; and, therefore, should not negatively impact the neighborhood. If the property were rezoned, plans for the additional self-serve storage unit would be reviewed by staff for compliance with Development Code criteria. Additional information regarding City services can be found further in this report in Sections E, F, and G.

The proposal complies with this criterion.

g) Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with the applicable zoning overlay requirements?

The following City of Greeley Imagine Greeley Comprehensive Plan policies apply to this request:

Comprehensive Plan Policy Objective ED-2.4, Business Attraction
Attract and retain business and industry that align with the City's target industries and support economic diversity.

Staff Comment: The proposed rezone, as submitted, would allow a local business to expand, which may positively impact the success of the business. The proposed use would also support economic diversity in the area, currently there are no other storage units within the immediate area.

This request complies with this Comprehensive Plan policy.

Comprehensive Plan Policy Objective GC-6.3, Neighborhood Character
Maintain, enhance, and protect the character of established neighborhoods while recognizing the need for established neighborhoods to evolve to meet city needs.

Staff Comment: The proposed rezone should not impact the character of the established neighborhood. The site is already existing and the proposed storage building that the applicant wishes to build would be built to be compatible with the existing storage buildings on the site in relation to color, size, and materials.

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 proposed Zoning Suitability Plan submitted with this application demonstrates on a conceptual level that the site should be able to develop in accordance with the Development Code (see Attachment F).

This criterion is not applicable to this request.

E. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject property is known as Lots 6, 7, and 8 of Block 1, Gateway Park Filing No. 3 – First Replat (Rec. no. 02237135, File No. S 7:90).

2. HAZARDS

Staff is unaware of any potential hazards that presently exist on the site.

3. WILDLIFE

The subject site is not located in an area identified for moderate or high wildlife impacts. There are no known impacts that would occur to wildlife if the site is rezoned.

4. FLOODPLAIN

The proposed rezone boundary is not located within the 100-year floodplain or floodway, according to the adopted Federal Emergency Management Administration (FEMA) flood data.

5. DRAINAGE AND EROSION

The existing drainage patterns are expected to continue to follow the existing lay of the land. Current, historic drainage patterns on the subject property has drained from the south to the north. The subject site currently has internal drive aisles that have been designed to direct flow away from the storage units and direct water to an existing detention pond north of the subject site. The proposed storage building impacts are minor and do not dramatically disturb current drainage conditions. The imperviousness added to the site required a concrete lined trickle channel to be added to the swale along the west side of the property.

6. TRANSPORTATION

The proposed rezone should not negativity impact the traffic flow in the area. It is anticipated that there would be an incremental increase in traffic of about 3% of the current total traffic generated by this use. Typical trips generated for the subject site are approximately 130 trips per day. It is anticipated that 134 trips per day would occur with the proposed new storage unit. A Traffic Impact Memo was submitted, reviewed, and evaluated by the City of Greeley Engineering Development Review Department, and no additional impacts are anticipated to be generated by the proposed rezone.

F. SERVICES

1. WATER

An existing 8" waterline is located on the western part of the subject site and is currently being utilized by the applicant. No additional improvements to the water service is required as part of the rezone or the minor USR amendment.

2. SANITATION

There is an existing sanitary sewer line located on the western part of the subject site and is currently being utilized by the applicant. No additional improvements to the sanitary sewer service are required as part of the rezone or the minor USR amendment.

3. EMERGENCY SERVICES

The subject site is serviced by the City of Greeley Fire and Police. The closest fire stations, Fire Station #5 and #2, are located approximately one mile from the subject site.

4. PARKS/OPEN SPACES

No public parks or additional public open space areas are proposed with this request and the request would not be creating any private parks or open space. The proposed rezone should have little to no impact on parks or open space in the community.

5. SCHOOLS

No schools are proposed or located within the site. However, the nearest school, Greeley West High School, is located approximately one-half mile to north of the subject site.

G. NEIGHBORHOOD IMPACTS

1. VISUAL

No visual impacts are anticipated with this rezone request. Any development plan application for the property would be reviewed for compliance with the City's Development Code requirements regarding visual impacts.

2. NOISE

No noise impacts are anticipated with the rezone request. Any potential noise created by future development will be regulated by the Municipal Code.

H. PUBLIC NOTICE AND COMMENT

Neighborhood notices were mailed to surrounding property owners on August 22, 2019, per Development Code requirements. A sign was posted on the site on August 23, 2019. No comments have been received.

I. MINERIAL ESTATE OWNER NOTIFICATION

Mineral notice is not required for a rezone request.

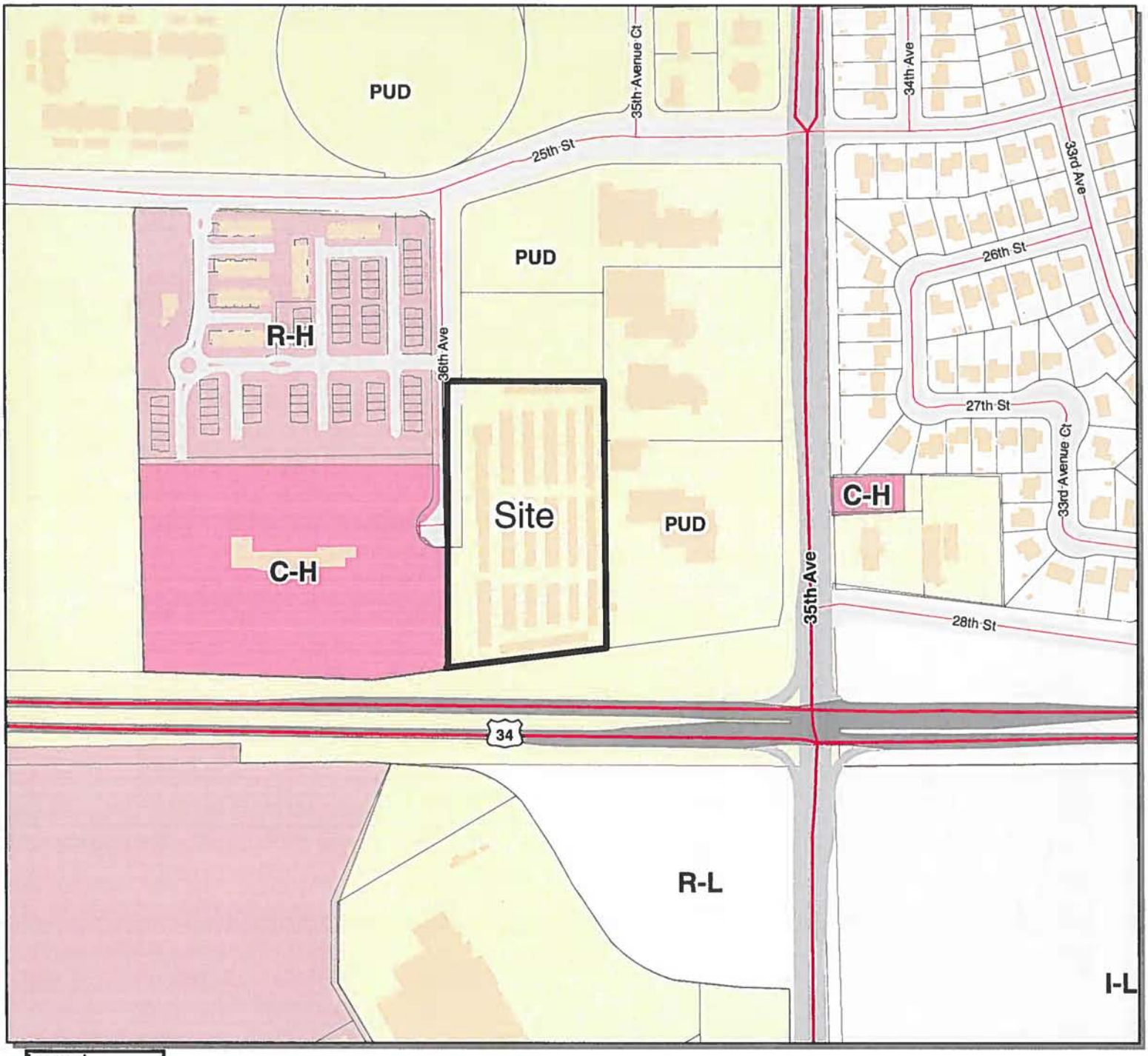
J. PLANNING COMMISSION RECOMMENDED MOTION

Based on the application received and the Project Summary and accompanying analysis, the Planning Commission find that the proposed rezone from PUD (Planned Unit Development) to C-H (Commercial High Intensity) meets the applicable Development Code criteria, Sections 18.30.050(c)(3) a, b, f, g, and h; and, therefore, recommend approval of the rezone to the City Council.

ATTACHMENTS

Attachment A – Zoning/Vicinity Map
Attachment B – Photo Aerial
Attachment C – Narrative
Attachment D – Property Rezone Boundary Map
Attachment E – Site Analysis Map
Attachment F – Zoning Suitability Map
Attachment G – Notification Boundary Map

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

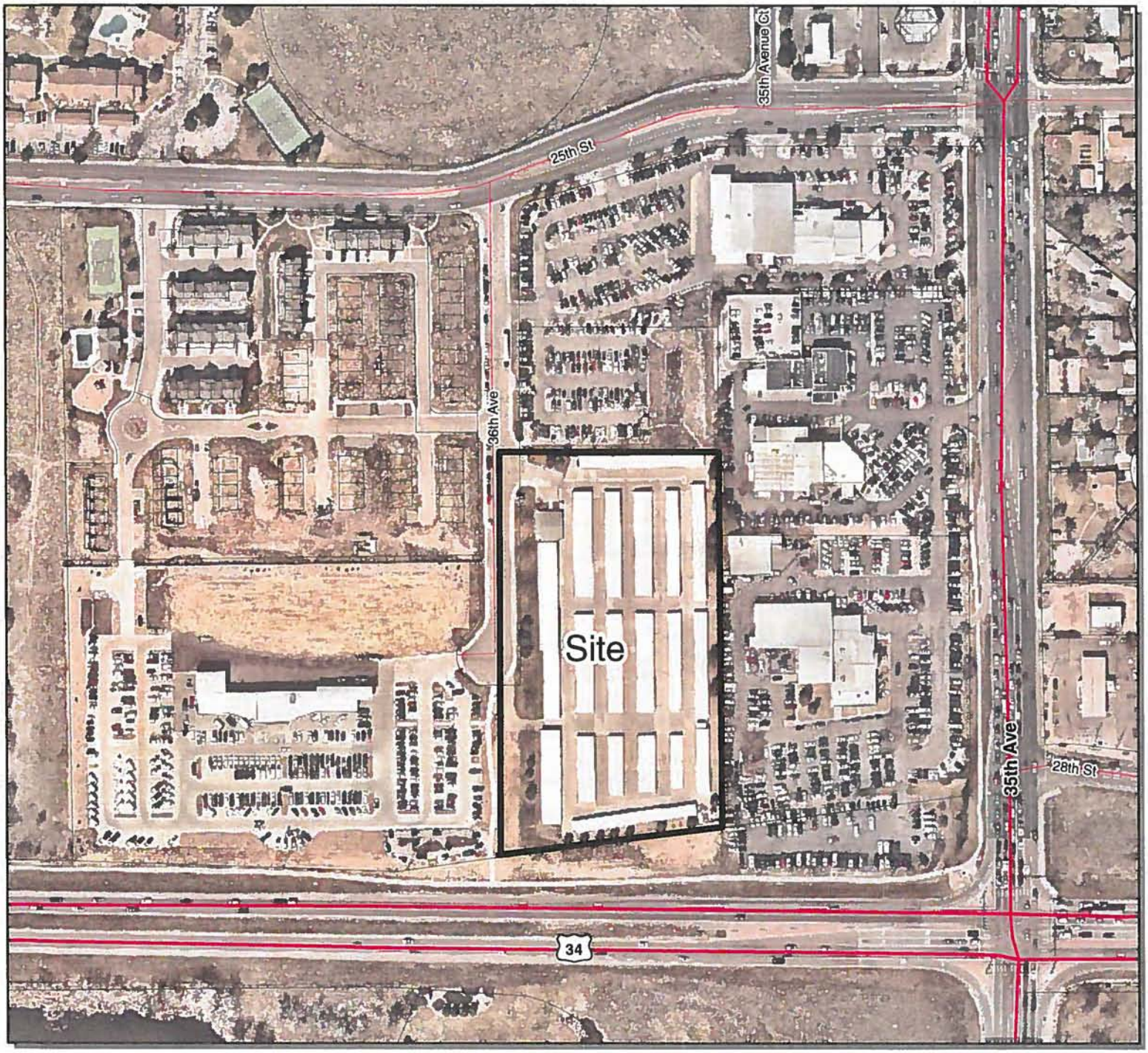


Legend
StreetCenterlines
CLASSIFICATION
Expressway
Arterials
Local, Collectors
Unknown
City Limits
Building
Weld Parcels

ZON2018-0005

0 500 1,000 Feet

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



ZON2018-0005

Legend
StreetCenterlines
CLASSIFICATION
- Expressway
- Arterials
- Local, Collectors
- Unknown
- City Limits
- Weld Parcels
- Origin Cache Mask

0 250 500 Feet

October 16, 2018

Gateway Self Storage
Rezoning – Project Narrative

Introduction
Gateway Self Storage is an existing development located north of State Highway 34 and east of 36th Ave. in Greeley. It is bordered on the north by a parking lot, on the east by Ghent Chevrolet Auto Dealership and Nissan/VW Auto Dealership, and on the west by John Elway Auto Dealership. The site is accessed from 36th Ave. Recently, a portion of 36th Ave was vacated, from which a 30' of Right of Way was added to the Gateway Property. The owner wishes to develop this additional property to include a 4,125 square foot storage building. His intent is to build a new standard storage unit building so that he can move materials from an existing building into the new building for the purpose of converting an existing building into a climate-control building in the future. This will allow his business keep up with current market demands for climate controlled rental units.

The subject property is a portion of the Majors Self Storage Unit Planned Unit Development that was approved in 1995. Since approval, portions of the property were developed as planned, while portions were sold to neighboring property owners: Ghent Chevrolet, and Elway. The owner of the remaining property wishes to re-zone the remaining property from PUD to C-H, Commercial High Intensity, to allow expansion of his business in compliance with the C-H Zoning Code rather than in compliance with the PUD.

Previously, this applicant submitted a change of zone request with the intent to build a new office, ADA accessible public restrooms, and rental units that would be accessed from a central corridor and would be heated in the winter and cooled in the summer. However, this alternative proved to be prohibitive due to infrastructure constraints. This re-submittal eliminates the need to remove a portion of mature landscape treatments to extend sewer and water utilities to the new building. There is no need or requirement for additional parking spaces, and setbacks can be respected with the revised plan.

This change of zone request is accompanied by a full Use By Special Review application. The USR plans provide a complete development scheme for the subject property. The owner reports that the property currently has difficulties with drainage during major storm events. The USR plans document existing spot elevations that prove stormwater enters the site from 36th Ave. and discharges into the stormwater detention pond located adjacent to the site, rather than downstream into a regional pond as intended. The proposed grading plan will effectively correct this by re-building the entry drive, thus directing off-site drainage past the entry drive and will not continue to inundate the existing system on the Gateway site. A drainage report is provided to document this finding and calculate new and existing on-site storm water volumes.

Pedestrian access, Circulation and Connectivity:
The Gateway Self Storage site is located on the north side of State Highway 34, and east of 36th Avenue. Facility access is from 36th Ave., an improved cul-de-sac that serves the subject property and the John Elway dealership to the west. 36th Ave is an improved local roadway section. The facility currently has approximately 77,100 square feet in storage space within 19 buildings. A small manager residence and office provides an additional 1,735 square feet. There are no more

Corporate Headquarters
112 N Rubey Drive, Suite 210
Golden, Colorado 80403
Ph 303.940.9966
Fax 303.940.9959

Rocky Mountains
1169 Hilltop Pkwy, Suite 204, PO Box 770152
Steamboat Springs, Colorado 80477
Ph 970.879.1825
Fax 303.940.9959

Northern Colorado
4007 S Lincoln Avenue, Suite 405
Loveland, Colorado 80537
Ph 970.353.7600
Fax 866.679.4864

than 2 employees at the site at any given time. The site is accessed by vehicles at two locations along the west property line from 36the Ave. There is an existing pedestrian sidewalk within the 36th Ave. ROW. The site itself is fully fenced for security purposes.

Review Criteria
The following criteria shall be used to evaluate a rezoning request:

1. Has the area changed, or is it changing to such a degree that is in the public interest to rezone the subject property to encourage development or redevelopment of the area?

   The immediate area has seen changes with the recent development of the Elway dealership. The Elway dealership effectively changed the zone from PUD to C-H Zoning for a car dealership use in place of planned multi-family development. The vacation of a portion of 36th Ave. also occurred since the original PUD was approved. This provides an opportunity to expand the Storage Business to include climate-controlled storage units, which are needed to remain competitive with the Self-Storage business model.

   The change in the area does not, by itself, justify the expansion of the business, but the changes allow an opportunity for this business to respond to changing market demands for more sophisticated self-storage options. It is in the public interest to allow a business in this urban setting to respond to changing market demands rather than letting the business decline while competitors outside of the City Limits grow by attracting potential would-be Gateway customers. It is unknown how much the planned multi-family development, had it continued, would have supported the Gateway business.

2. 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?

   The existing PUD zoning has been in place since 1995, which was 23 years ago. The PUD plan that was approved at the time demonstrated the Gateway Storage business would be adjacent to an open tract (Lot 5), the full 36th Ave. Right of Way, and adjacent to the Longview Townhomes. Lot 5 is now developed as a parking lot, and half of the planned Longview Townhomes property was re-zoned to allow for the Elway Dealership. Portions of 36th Ave was vacated, leaving an opportunity for Gateway to expand the business. This activity renders the original PUD obsolete.

3. Are there clerical or technical errors to correct? ***There are no clerical or technical errors.***

4. Are there detrimental environmental impacts, such as flood plains, presence of irrigation ditches, 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?

Drainage impacts were not adequately evaluated with the PUD approval, and subsequent approval of the Elway Dealership. The Gateway property owner has experienced ponding and collection of storm water on his property with the development of adjacent uses – particularly the Elway Dealership on the west. The property owner has made improvements to the site to improve drainage conditions on his property that have proven to help with the problem, but not relieve the conditions completely. The property owner reports that drainage impacts became much worse with the development of the Elway Dealership. In fact, field survey of existing conditions demonstrate that storm water enters the Gateway property from the Elway site at the entry drive, rather than passing the entry to continue downstream as projected. The drainage issues will not be satisfied by a rezone and in fact, they can be resolved without a rezone. However, a rezone will allow the Gateway owner to make additional improvements with the approval of this rezone request and associated Site Development Plan (USR) for the planned new building. The Gateway owner wishes to re-build his entry drive at the same time as the new construction of the additional building. There is a cost savings in doing the two construction projects at the same time, under the same engineering, plan review, and permitting activities.

5. 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?

   The rezone will allow for reasonable expansion of the business – to respond to recent market demands, and can be accomplished in compliance with the City Zoning Code. At the time the PUD was approved, there was a single owner of the entire PUD plan. Today, portions of the PUD have been sold – any amendments to the PUD plan would require approval by neighboring landowners who are also within the PUD. Approval has been attempted, but agreement by all parties has been unsuccessful-not because the neighboring properties object to the proposed improvements, but because the neighboring property owners have requested access into the Gateway development in return. Access through the Gateway business can not occur for security reasons.

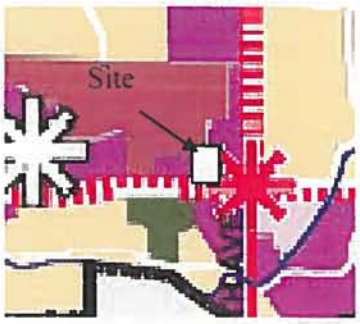
   The Greeley zoning code for C-H zoning is actually more restrictive in terms of setbacks and open space calculations than the PUD is. Expansion of this business under the straight zoning code appears to be the most reasonable approach.

   It appears City policies for requiring all landowners within a PUD to approve of a PUD amendment has changed, as evidenced in recent approval of development of the neighboring property without full concurrence from all property owners. This may have been an oversight, but it has occurred none the less. The ability for private landowners to place unreasonable conditions on joint approval should be changed if it hasn't already.

6. 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 the City services such as police, fire, water, sewer, streets and pedestrian systems and parks and recreational facilities?

The rezoning of the property will have no impact upon the immediate neighborhood as it relates to noise, environmental impacts and provision of City services. The construction of a new building will change the visual quality adjacent to the Elway dealership, but not in a negative way. Planned architectural features and landscape treatments will improve the overall visual quality of the immediate area.

7. 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 any applicable zoning overlay requirements?



The site is situated in an area designated as "Employment, Industrial and Commercial Areas" in the Imagine Greeley Land Use Guidance Map. The proposed change of zone, which is consistent with the previous zoning district (PUD), will allow for increase service by an existing business to an existing neighborhood in Greeley.

The plan further describes Goals and Objectives regarding Growth and City Form (GC) as it relates to infill development. Specifically, with the goal towards reduced land consumption and costs of providing public infrastructure and services. The change of zone will not deviate from the intent of the Comprehensive Plan or the overall land use as was established in the PUD zoning district. The previous zoning designation (PUD) and proposed rezone to C-H have identical land use objectives. The change of zone will allow for increased intensity of an existing use and will not negatively affect the established neighborhoods in the immediate area.

> *"Special Considerations: In established neighborhoods, infill and redevelopment should be consistent with the character of the existing neighborhood and respect the scale and mass of surrounding buildings. Where needed or desired by residents, design guidelines, design standards, and other development regulations should be considered as tools to preserve neighborhood character (while still allowing for the diversification of housing types and reinvestment). " (Imagine Greeley, pp 101)*

The development that will occur as a result of the rezone will be consistent with the original intent for the property and is compatible with adjacent uses.

8. What is the potential impact of the proposed rezoning upon an approved zoning suitability plan for the property?

There is no existing Zoning Suitability Plan for the subject site. A Zoning Suitability Plan is provided for the change of zone application, including the required components. The new Zoning Suitability Map shows property boundary, location and acreage for the existing commercial uses and square footage, existing roadways and accesses, drainage patterns and existing detention pond, proposed and existing open space and trail in conformance with the Greeley Municipal Code 18.16.060. There are

no existing residential uses or oil and gas facilities within or adjacent to the area. The proposed rezoning will support expansion of the existing commercial use on the property without impact to approved (PUD) development on the property. The required elements of the requested zoning can be met if the rezoning is approved, including the following:

- ***a. Self-Storage is a permitted use in the C-H Zoning District with a Design review.***
- ***b. The Use will require a Special Review application, due to the size of the property (greater than 5-acres).***
- ***c. Hours of operation for the Office is Monday through Friday, 8:30 AM to 5:30 PM, Saturdays from 8:30 AM to 2:30 PM. There is 24-hour gate access. A security service patrols the facility nightly.***
- ***d. Open Space: 20% of site or Option 16 (approved public art, Section 18.38.100)***
- ***e. Existing Sidewalk is 5' wide attached on both sides of 36th Ave.***
- ***f. Adequate parking – per 18.42***
- ***g. Landscape, Buffering and Perimeter Treatments can be accomplished***
- ***h. Maximum lot coverage is 80%***
- ***i. Building Structure setbacks for the new building will be 25' for sides adjacent to streets. (Note, an existing building is 15' from the property line adjacent to State Highway 34, which would not be in compliance with the requirements for the requested zoning code.)***

9. If the proposed rezoning is for placing the property within the H-A, Holding Agricultural District, the following criteria shall be considered in the evolution of the proposed zoning amendment:

   The proposed rezoning is not H-A.

10. If the proposed rezoning is for placing property with the C-D conservation District, the following criteria shall be considered in the evaluation of the proposed zoning amendment: ***The proposed rezoning is not within C-D conservation District.***

GATEWAY SELF STORAGE PROPERTY BOUNDARY MAP

LOCATED IN THE SE 1/4, SECTION 14, TOWNSHIP 5 NORTH, RANGE 65 WEST
OF THE 6th PRINCIPAL MERIDIAN
CITY OF GREELEY, WELD COUNTY, COLORADO

N

GRAPHIC SCALE
30 0 30 60
(IN FEET)
1 INCH = 30 FT

LEGEND

- FOUND MONUMENT AS DESCRIBED
- SUBJECT BOUNDARY
- EASEMENT LINE
- PROPERTY LINE

2600 36TH AVENUE

NVW LLC
ZONED PUD

D&R LAND COMPANY
ZONED PUD

FOUND NO. 5 REBAR w/
1" RED PLAST. CAP
"PLS 27269"

FOUND NO. 5
REBAR

BASIS OF BEARINGS
S 00°46'32" E 629.86'

FOUND NO. 5 REBAR W/
1" YELLOW PLAST. CAP
"LS 7242"

20' UTILITY &
DRAINAGE EASEMENT

BLOCK 1

LOT 7

15' UTILITY EASEMENT

20' WATER
EASEMENT

15' UTILITY &
DRAINAGE EASEMENT

NVW LLC
ZONED PUD

N 89°14'40" E 366.05'

NVW LLC
ZONED PUD

LOT 6

GATEWAY PARK FG #3
1ST REPLAT BLOCK 1, LOTS 6, 7 AND 8
239,380 SQ.FT. , 5.50 AC (TOTAL)
225,837 SQ. FT. , 5.18 AC (PROPERTY ONLY)
13,543 SQ. FT. , 0.31 AC (R.O.W. ONLY)
CURRENT ZONING: PUD
PROPOSED ZONING: C-H

LOT 8

S 89°14'40" W 369.30'

FOUND NO. 4 REBAR W/
1" YELLOW PLAST. CAP
"PLS 7242"

LIMITS OF
REZONING

30' WATER & SEWER EASEMENT

FOUND NO. 4 REBAR W/
1" YELLOW PLAST. CAP
"PLS 38353"

FOUND NO. 4 REBAR

L=86.43',
R=55.00',
Δ=90°02'30"
CH=N 11°08'11" E
77.81'

FOUND NO. 4 REBAR W/
1" YELLOW PLAST. CAP
"PLS 7242"

N 00°45'50" W 326.14'

R.O.W.
13,543 SQ. FT. , 0.31 AC

N 89°14'40" E
30.00'

VACATED PORTION OF
36TH AVENUE CT. AS PER
ORD. NO. 51, 2000

FOUND NO. 4 REBAR

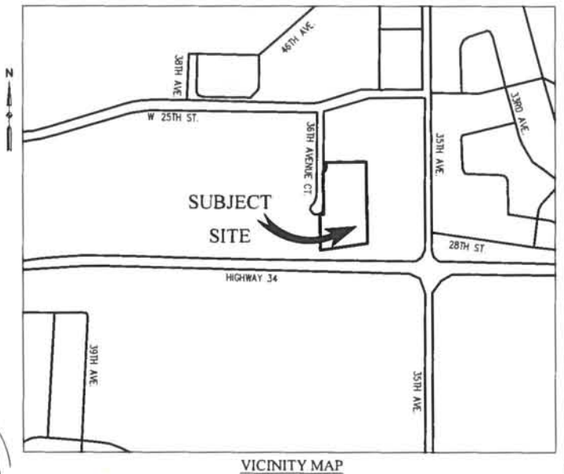
36TH AVENUE CT.
(60' ROW)

N 00°45'50" W 677.80'

FOUND NO. 4 REBAR
W/ 1" YELLOW PLAST. CAP
(ILLEGIBLE)

LONGSVIEW TOWNHOMES LLC
ZONED R-H

JFMT PROPERTIES LLC
ZONED C-H



VICINITY MAP
SCALE: 1"=1000'

ZONING 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.

GENERAL NOTES:

1. 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 ALUMINUM CAP STAMPED PLS 27269 AT THE NORTHEAST CORNER OF SAID LOT 6 AND A NO. 5 REBAR WITH A 1 INCH ALUMINUM 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.

2. FLOOD PLAIN NOTE: THE ENTIRETY OF THE SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE X (UNSHADED) AREAS OF MINIMAL FLOODING, AS DELINEATED ON FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 08123C1540E (NO MAP PRINTED)

3. THIS ESTABLISHMENT OF ZONING PLAT WAS PREPARED BY AARON ALVIN DEMO, PLS 38285, FOR AND ON BEHALF OF BASELINE CORPORATION, 4007 S LINCOLN AVENUE, LOVELAND, CO 80537

SURVEYOR'S STATEMENT:

I, AARON A. DEMO, A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS REZONING MAP WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT THE FOREGOING MAP IS AN ACCURATE REPRESENTATION THEREOF, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL KNOWLEDGE.

AARON A. DEMO – ON BEHALF OF BASELINE ENGINEERING CORP.
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR #38285

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DESIGNED BY JFS | DRAWN BY JFS | CHECKED BY DF

PREPARED BY | DATE | REVISION DESCRIPTION

1970 CORP

WELD COUNTY
CITY OF GREELEY

GATEWAY SELF STOREAGE
2600 36TH AVE
PROPERTY BOUNDARY MAP

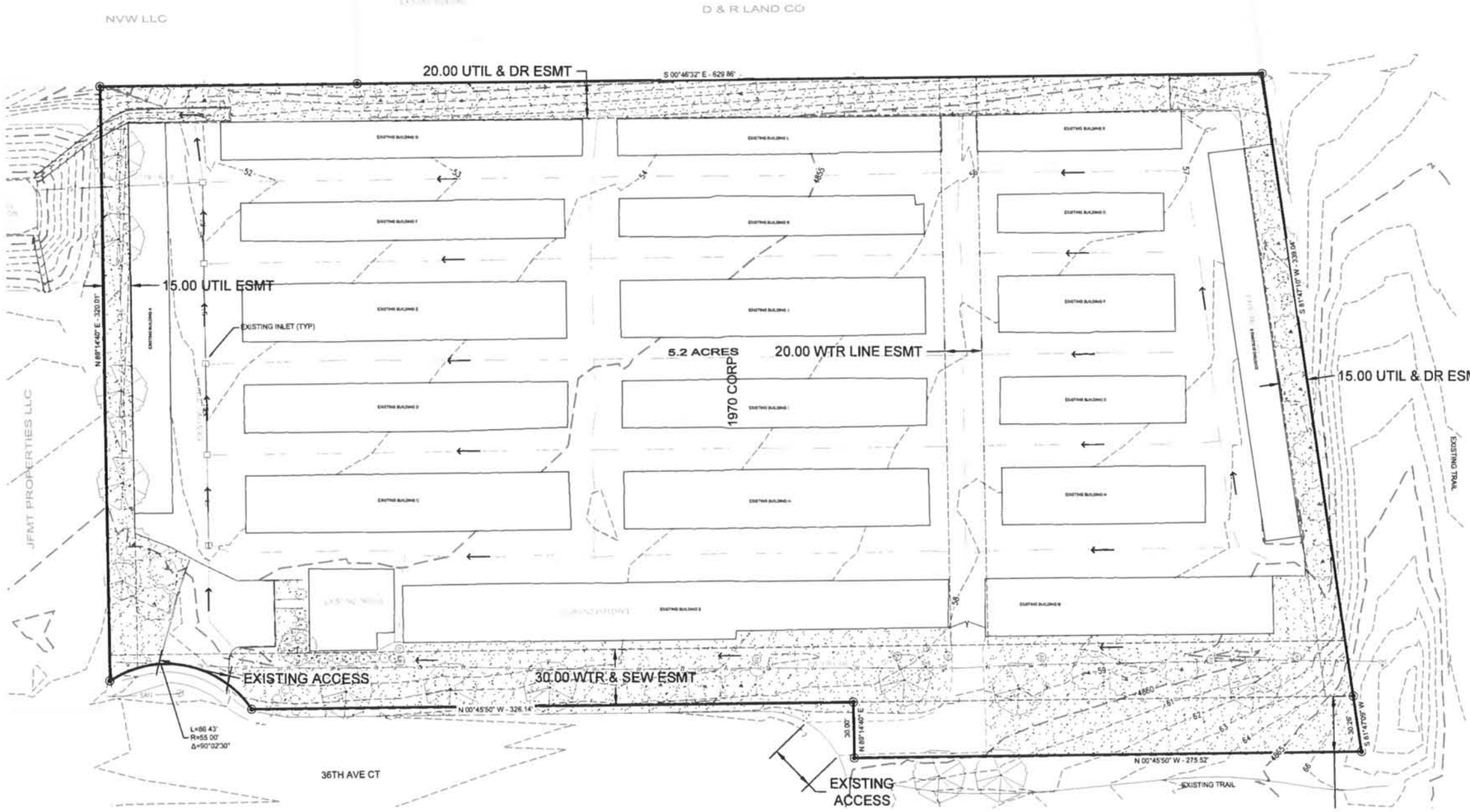
PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	8/20/2018
DRAWING SIZE	24" X 36"
SURVEY FIRM	SURVEY DATE
BASELINE	07/30/2018
JOB NO.	CO377
DRAWING NAME	
377- ESTABLISHMENT OF ZONING PLAT	
SHEET 1 OF 1	

M:_Golden Survey Projects\co-377 Gateway Storage\Drawings\Rezone Drawings\377- ESTABLISHMENT OF ZONING.dwg, 7/25/2019 11:39:15 AM, Jesse Stoeberg

SITE ANALYSIS MAP
GATEWAY SELF STORAGE



LEGEND

EXISTING LINETYPES	PROPOSED LINETYPES	
		MAJOR CONTOUR (5' INTERVAL)
		MINOR CONTOUR (1' INTERVAL)
W	W	WATER LINE
ST	ST	STORM SEWER
GAS	GAS	GASLINE
SAN	SAN	SANITARY SEWER MAIN
		EDGE OF ASPHALT
		CHAINLINK FENCE
		WIRE FENCE
		EASEMENT
		PROPERTY BOUNDARY

EXISTING SYMBOLS	PROPOSED SYMBOLS	
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		DECIDUOUS TREE
		CONIFEROUS TREE
		CONIFEROUS SHRUB
		DECIDUOUS SHRUB
		NATURAL DRAINAGE PATTERNS
		EXISTING LANDSCAPE AREA

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, EXCEPTING THEREFROM 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

N

GRAPHIC SCALE
30 0 30 60
(IN FEET)
1 INCH = 30 FT

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DESIGNED BY: JFS
DRAWN BY: JFS
CHECKED BY: DF

REVISION DESCRIPTION	PREPARED BY	DATE
REVISED PER STAFF COMMENTS 2/27/18	DF	10.110.18

1970 CORP
WELD COUNTY
CITY OF GREELEY
GATEWAY SELF STOREAGE
2800 36TH AVE.
SITE ANALYSIS MAP

PREPARED UNDER THE DIRECT SUPERVISION OF:

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	8/20/2018
DRAWING SIZE	24" X 36"
SURVEY FIRM: BASELINE	SURVEY DATE: 07/30/2018
JOB NO:	CG377
DRAWING NAME: 377- SITE ANALYSIS MAP.dwg	
SHEET 1 OF 1	

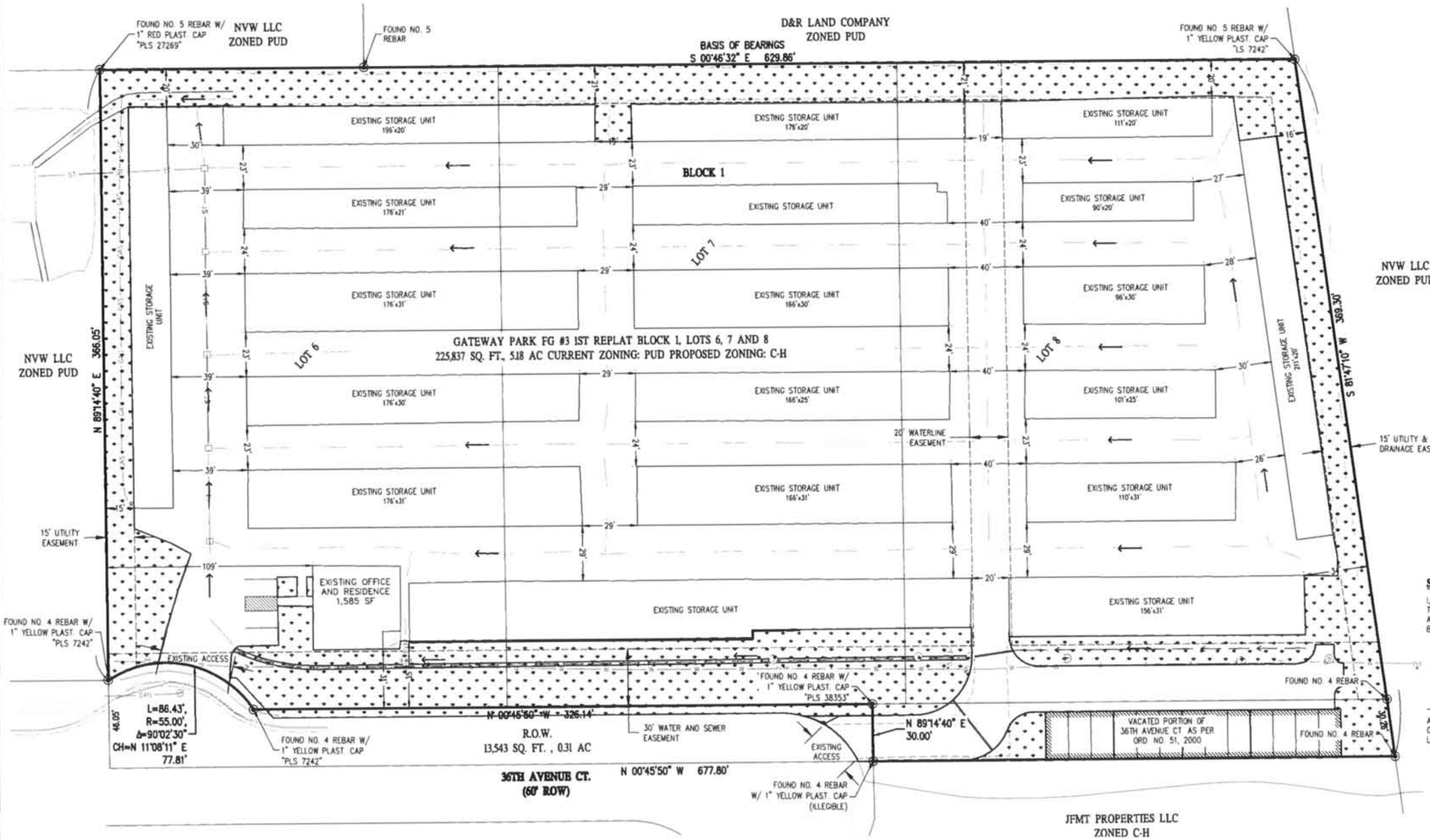
M:_Golden Survey Projects\co.377 Gateway Storage\Drawings\Rezone Drawings\377- SITE ANALYSIS MAP .dwg, 12/4/2018 1:18:03 PM, Jessie Stoneberg

GATEWAY SELF STORAGE ZONING SUITABILITY MAP

LOCATED IN THE SE 1/4, SECTION 14, TOWNSHIP 5 NORTH, RANGE 65 WEST
OF THE 6th PRINCIPAL MERIDIAN
CITY OF GREELEY, WELD COUNTY, COLORADO

PARCEL 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, EXCEPTING THEREFROM THAT PORTION DEDICATED AS A PART OF 36TH AVENUE AS SHOWN ON 36TH AVENUE – STREET DEDICATION MAP RECORDED MARCH 5, 1998 AT RECEPTION NO. 2479404, COUNTY OF WELD, STATE OF COLORADO.
CONTAINING 225,837 SQ. FT. OR 5.18 ACRES MORE OR LESS.



GENERAL NOTES:

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY COMPANY OF NORTHERN COLORADO TITLE COMMITMENT FILE NO. 459-H0318781 DATED SEPT. 16, 2011 AND DOES NOT CONSTITUTE A TITLE SEARCH BY BASELINE ENGINEERING CORP. TO DETERMINE TO DETERMINE TITLE. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS.
2. DISTANCES ON THIS PLAT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
3. 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.
4. PER C.R.S. 18-04-508, ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR.
5. DATE OF FIELD WORK: MAY 23, 2018.

SURVEYOR'S STATEMENT:

I, AARON A. DEMO, A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS REZONING MAP WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT THE FOREGOING MAP IS AN ACCURATE REPRESENTATION THEREOF, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL KNOWLEDGE.

AARON A. DEMO – ON BEHALF OF BASELINE ENGINEERING CORP.
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR #38285

LEGEND

EXISTING LINETYPES	PROPOSED LINETYPES	
	W	WATER LINE
ST ST		STORM SEWER
GAS GAS	GAS	GASLINE
		PROPERTY BOUNDARY
		DITCH FLOWLINE
		CURB AND GUTTER (SPILL/CATCH)

EXISTING SYMBOLS	PROPOSED SYMBOLS	
		FIRE HYDRANT
		WATER VALVE
W	W	WATER METER
S	S	SANITARY MANHOLE
		LANDSCAPE/OPEN SPACE
		DRAINAGE PATTERN

GRAPHIC SCALE
30 0 30 60
(IN FEET)
1 INCH = 30 FT

LOT COVERAGE NOTES

CURRENT SITE INCLUDING 36TH AVE VACATION:

TOTAL SITE AREA:	225,837 SF	100%
TOTAL PAVED:	89,503 SF	39.6%
TOTAL BUILDINGS:	81,023 SF	35.9%
STORAGE:	79,438 SF	
OFFICE	1,585 SF	
TOTAL OPEN SPACE:	55,311 SF	24.5%

PROPOSED SITE INCLUDING 36TH AVE VACATION:

TOTAL SITE AREA:	225,837 SF	100%
TOTAL PAVED:	95,735 SF	42.4%
TOTAL BUILDINGS:	84,923 SF	37.6%
STORAGE:	83,338 SF	
OFFICE	1,585 SF	
TOTAL OPEN SPACE:	45,179 SF	20.0%

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DESIGNED BY	DRAWN BY	CHECKED BY
JFS	JFS	DF

REVISION DESCRIPTION	PREPARED BY	DATE
REVISED PER STAFF COMMENTS 2/27/18	DF	10.110.18

1970 CORP
WELD COUNTY
CITY OF GREELEY
GATEWAY SELF STOREAGE
2800 36TH AVE.
ZONING SUITABILITY MAP

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	8/20/2018
DRAWING SIZE	24" X 36"
SURVEY FIRM	SURVEY DATE
BASELINE	07/30/2018
JOB NO	00377
DRAWING NAME	377- ZONING SUITABILITY MAP working.dwg
SHEET 1 OF 1	

M:_Golden Survey Projects\co-377 Gateway Storage\Drawings\Plat\zone Drawings\377- ZONING SUITABILITY MAP working.dwg, 7/23/2019 11:36:40 AM, Jaiela Stonberg

24th St
42nd Ave
35th Ave
28th St
34
30th St
29th St

2600 36TH AVENUE – GATEWAY SELF STORAGE REZONE

Greeley City Council Hearing

October 1, 2019

Zoning & Vicinity Map

Site:

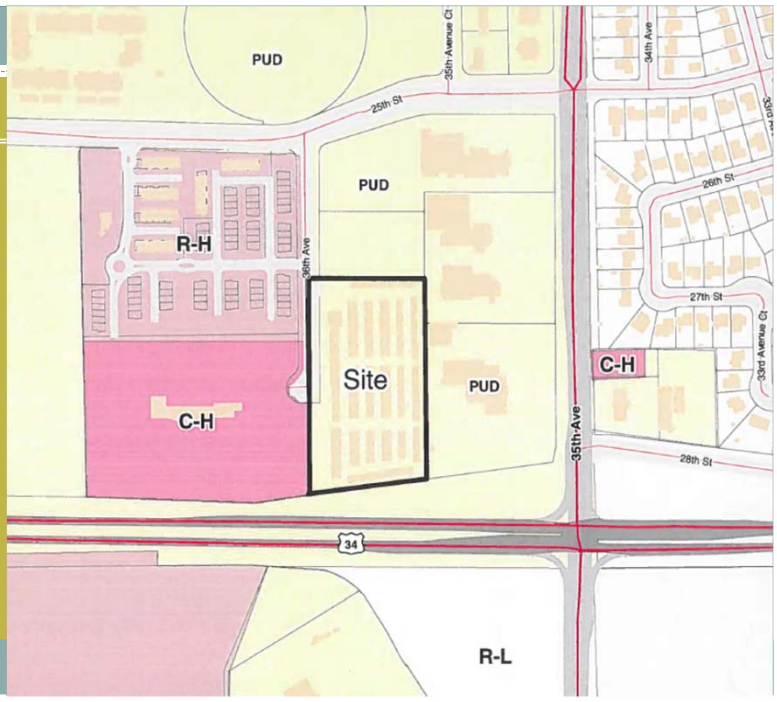
- 2600 36th Avenue – East of 36th Avenue, West of 35th Avenue, South of 25th Street, and North of Highway 34 Bypass
- 5.50 Acres (Includes a portion of 36th Avenue)
- Existing Zoning is PUD
- Proposed Zoning is C-H
- Self-Serve Storage Units with a residential unit/managers office

Surrounding Zoning:

- North- PUD
- South- PUD
- East- PUD
- West- R-H and C-H

Surrounding Land Uses:

- North- Car Dealership
- South- Highway 34 Bypass
- East- Car Dealerships
- West- 36th Avenue, Car Dealership, and Multi-Family



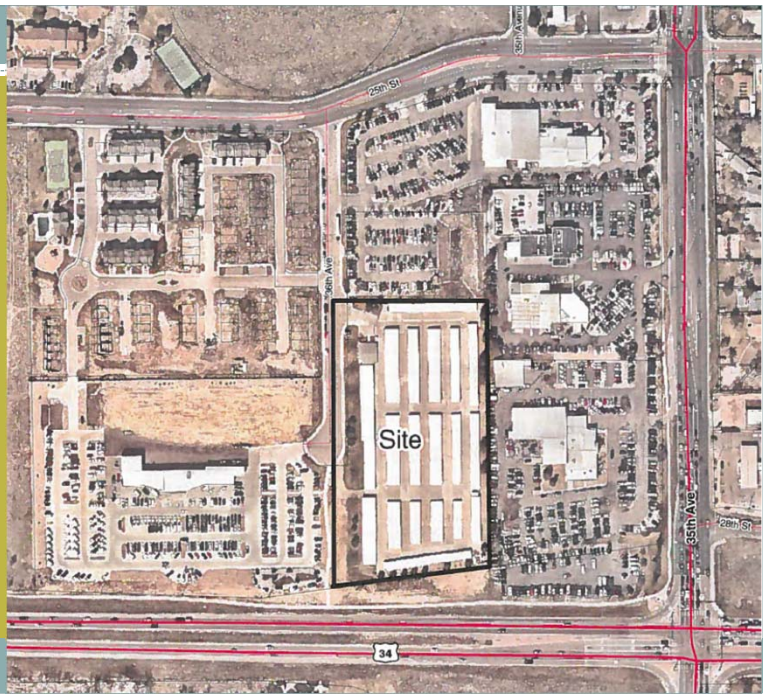
Background

History:

- Annexed and zoned PUD in 1978.
- Various PUD amendment over the years – Tech Industry, Oil and Gas, Commercial, Multi-Family.
- The PUD for the subject site allowed for hotels, motels, bars, and movie theaters.
- 1995 – Conceptual and Final PUD for the subject site to allow for the storage units.
- Portion of 36th Avenue right-of-way vacated in 2000.
- PUD amendment would require written approval from 100% of the property owners within the PUD. Was not able to obtain all the necessary owner approvals.

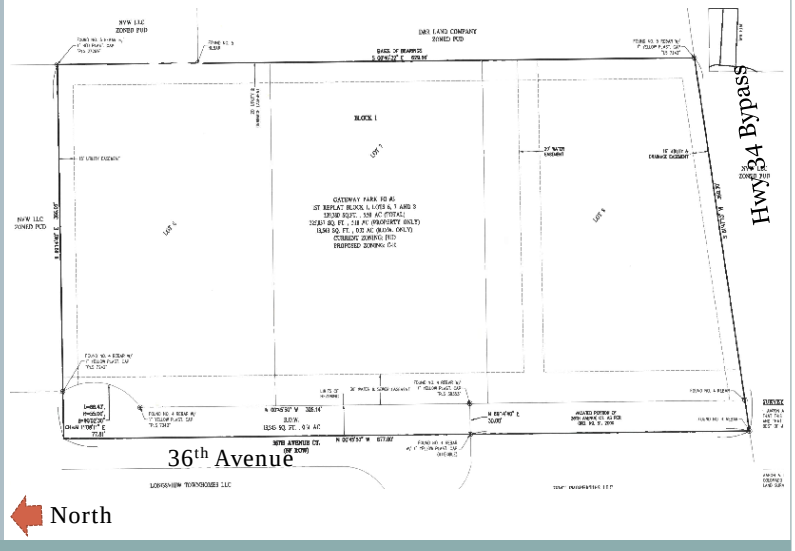
Request:

- Rezone the property from PUD to C-H.



Boundary Map

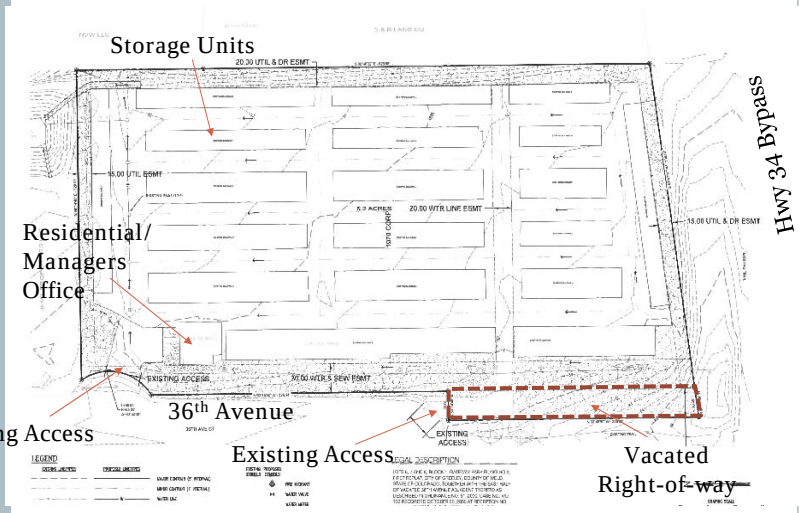
- Rezone 5.50 Acres from PUD to C-H.
- This does include a portion on 36th Avenue right-of-way.



Site Analysis Map

Existing Conditions:

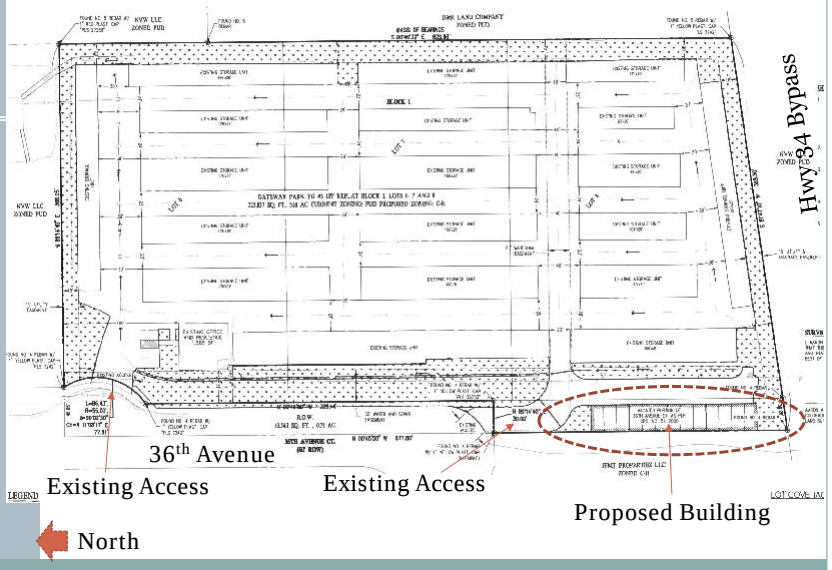
- 19 Self-Serve Storage Units.
- Residential unit with on-site manager.
- Two full vehicular access points.
- Vacated right-of-way now gives the owner land to develop.



Zoning Suitability Map

Proposed Plan:

- Proposed 3,900 square-foot building on the area that was vacated in 2000.
- Access points would remain in the same areas.
- Landscaping would be upgraded and added to the site.
- Rezone reviewed only, not the proposed building.
- USR amendment being reviewed concurrently for the proposed building. (Minor USR amendment is an administrative review.)



Proposed Building Location

Approval Criteria

Rezone Criteria

Eight Criteria used to evaluate rezone request:

Has the area changed to such a degree that it is in the public interest to rezone to encourage development/Redevelopment?

- Several properties have been rezoned from PUD to traditional zone districts such as C-H, R-M, R-H, and C-L.
- Property to the west was rezoned to R-H and developed with multi-family.
- Property to the west was rezoned to C-H and developed with a car dealership.
- Further to the west, 55 acres rezoned to C-H, R-H, R-M, and C-L.
- Owner would need to get approval from 100% of the property owners within the PUD.
- Owner has not been able to acquire 100% of the property owners approvals within the PUD.
- The rezone would allow the property owner the ability to develop land that was acquired through a right-of-way vacation.

Has the existing zoning been in place for at least 15 years without substantial development and does the zoning appear to be obsolete?

- Zoning has been in place for 24 years.
- Not necessarily obsolete.
- The rezoning would allow for better redevelopment options.
- Would avoid timeliness issues associated with amending the PUD.
- Would avoid having to get adjacent property owner approvals.
- There appears to be a demand for storage units.

Approval Criteria

Rezone Criteria
Are there clerical errors to correct? o No clerical or technical errors to correct.
Are there detrimental environmental impacts, such as flood plains, inadequate drainage, unstable soils that may affect development? o There are no detrimental impacts.
Is the rezone necessary to provide land for a community related use? o Not necessary in order to provide land for a community related use.

Approval Criteria

Rezone Criteria
What is the potential impact on the immediate neighborhood and the City as a whole?
o Noise is regulated by the Municipal Code. o No environmental impacts. o Visual impacts for the proposed building would be reviewed for compliance at the site plan review stage. o Landscaping would be installed to mitigate any visual impacts. o Water and sewer services are already existing on the subject site. o Drainage would be controlled on-site and released in a controlled fashion to an existing pond north of the subject site. o Police and Fire already provide service to this area. o Traffic - Two full access movements currently exist. Low traffic demand is anticipated. o Impacts should be minimal.
Is the rezone consistent with the Comprehensive Plan?
o Policies ED-2.4 (Retain Business) and GC-6.3 (Protect the character of established neighborhoods)

Approval Criteria

Rezone Criteria	
Yes	What is the impact on the zoning suitability plan?
	o No approved Zoning Suitability Plan for subject site. o Zoning Suitability Map provided demonstrated the property can be developed in accordance with the Development Code.

Notification

- Notice letters mailed to property owners within 500 feet.
- Signs posted on the property.
- Did not receive any comments or concerns.

Recommendation

- Administrative Review Team Review – All rezone comments were addressed.

Planning Commission Recommendation

- Approval- meets rezone criteria a, b, f, g, and h
- 2 separate motions needed

Council Agenda Summary

October 1, 2019

Agenda Item Number 21

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

Title:
Public hearing and introduction and first reading of an ordinance adopting the Budget for 2020

Summary:
This ordinance authorizes the appropriations for the fiscal year 2020 (January 1, 2020 through December 31, 2020)

A public hearing will be held prior to introduction of the ordinance and another public hearing will be held prior to the final adoption of the ordinance on October 15, 2019.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	$475,603,317
What is the annual impact?	None
What fund of the City will provide Funding?	All Funds
What is the source of revenue within the fund?	All Sources
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	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:
Based upon input from the public hearing, the budget ordinance can be amended prior to final adoption.

Applicable Council Priority and Goal:

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

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

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

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

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for October 15, 2019.

Attachments:

Ordinance
2020 Budget at a Glance
PowerPoint Presentation

THE CITY OF GREELEY
ORDINANCE NO._____, 2019

AN ORDINANCE ADOPTING THE BUDGET FOR 2020 AND MAKING APPROPRIATIONS FOR 2020.

WHEREAS, by virtue of the provisions contained in the Greeley Charter Sections 3-15 and 5-15 of the City of Greeley, Colorado, the City Council is required to adopt each annual budget and make the necessary appropriations by Ordinance; and

WHEREAS, the City Manager has submitted to the City Council the proposed budget in accordance with Section 5-12 of the Greeley Charter; and

WHEREAS, the City Council of Greeley, Colorado, on October 15, 2019, held a public hearing in accordance with Section 5-13 of the Greeley Charter on said proposed budget, after first giving proper notice of said public hearing.

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

Section 1. There is hereby adopted and approved for fiscal 2020 (January 1, 2020 to December 31, 2020) an annual budget, which consists of a document designated as such and a tax levy of 11.274 mills.

Section 2. The annual budget for the year 2020, as adopted and approved, shall be on file in the City Clerk's office for public inspection during office hours of such office for the entire year of 2020:

Section 3. There are hereby appropriated from the General Fund for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
General (001)	102,870,718	10,089,919	112,960,637

Section 4. There are hereby appropriated from the Special Revenue Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
Convention & Visitors (102)	272,365	568,200	840,565
Community Development (103)	802,975	-	802,975
Streets & Roads (104)	10,703,498	-	10,703,498
Conservation Trust (105)	95,900	962,719	1,058,619
Sales & Use Tax (106)	-	82,176,100	82,176,100
Designated Revenue (108)	226,325	3,228,340	3,454,665
Conference Center Development (110)	728,000	-	728,000
Downtown Development Authority TIF (111)	325,000	175,000	500,000
Museum (602)	250	-	250
Senior Citizen (604)	50	-	50
Senior Center Clubs (606)	21,675	-	21,675
Community Memorials (607)	1,095	-	1,095

Section 5. There are hereby appropriated from the Debt Service Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
General Debt Service (200)	7,088,336	-	7,088,336

Section 6. There are hereby appropriated from the Capital Projects Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
Public Improvement (301)	10,000	-	10,000
Public Art (303)	543,012	-	543,012
Food Tax (304)	7,196,580	2,700,000	9,896,580
Softball Improvement (305)	150	-	150
Fire Equip & Acquisition Replacement (306)	1,536,404	345,636	1,882,040
Fire Protection Development (307)	2,400	-	2,400
Police Development (308)	994,909	5,891	1,000,800
Island Grove Development (309)	373,325	-	373,325
Transportation Development (312)	11,355,925	50,900	11,406,825
Park Development (314)	75	2,481,505	2,481,580
Trails Development (316)	80,150	800	80,950
Quality of Life/Imagine Greeley (318)	1,764,982	3,244,324	5,009,306
FASTER (320)	905,700	-	905,700
Keep Greeley Moving (321)	12,642,332	3,600,000	16,242,332
2016 City Center (322)	801,000	-	801,000

Section 7. There are hereby appropriated from the Permanent Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
Cemetery Endowment (601)	1,000	39,604	40,604
Petriken Memorial (603)	10	-	10
Memorials (605)	75	-	75

Section 8. There are hereby appropriated from the Enterprise Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
Sewer (401)	6,684,291	514,576	7,198,867
Sewer Construction (402)	4,673,997	165,945	4,839,942
Sewer Capital Replacement (403)	22,975,721	-	22,975,721
Water (404)	19,013,465	2,097,962	21,111,427
Water Construction (405)	62,040,195	152,145	62,192,340
Water Capital Replacement (406)	18,416,191	-	18,416,191
Water Rights Acquisition (407)	13,321,872	-	13,321,872
Cemetery (408)	651,867	-	651,867
Municipal Golf Courses (409)	1,971,873	3,000	1,974,873
Downtown Parking (410)	221,181	-	221,181
Stormwater (411)	2,595,225	272,235	2,867,460
Stormwater Construction (412)	1,421,510	278,502	1,700,012
Stormwater Replacement (413)	2,241,409	7,250	2,248,659
Sewer Debt Service (420)	1,880,516	-	1,880,516
Water Debt Service (421)	10,853,481	-	10,853,481
Stormwater Debt Service (422)	549,650	-	549,650

Section 9. There are hereby appropriated from the Internal Service Funds for fiscal year 2020 the following amounts:

Fund Description	Amount	Transfers	Total
Equipment Maintenance (502)	3,455,237	-	3,455,237
Information Technology (503)	5,502,363	-	5,502,363
Health (504)	15,757,426	-	15,757,426
Workers' Compensation (505)	1,707,753	-	1,707,753
Communications (506)	204,200	-	204,200
Liability (507)	1,640,832	-	1,640,832
Fleet Replacement (512)	3,117,450	-	3,117,450
Information Technology Acquisition (513)	200,843	-	200,843

Section 10. The appropriation made by this ordinance includes $362,442,764 for expenditures and $113,160,553 for transfers resulting in a total of $475,603,317.

Section 11. The City Council finds that all appropriations from the Public Art Reserve Accounts within the Water, Sewer, and Stormwater Utilities Enterprise Funds for the Public Art Program do provide a betterment to those utilities, and the City Council further determines that the acquisition and lease of works of art, and maintenance, repair, and display of works of art, supports specific utility purposes beneficial to the ratepayers of such utilities.

Section 12. This ordinance shall become effective five (5) days after its final publication as provided in Sections 3-16 and 3-17 of the Greeley Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST: THE CITY OF GREELEY

_____ BY_____

City Clerk Mayor

2020 Budget At A Glance

	Revenues	Expenditures	Transfers
2018 Actuals	$328.3 Million	$258.8 Million	$165.2 Million
2019 Original Budget	$401.3 Million	$322.0 Million	$97.5 Million
2019 Revised Budget	$321.3 Million	$443.1 Million	$113.4 Million
2020 Original Budget	$274.3 Million	$279.9 Million	$99.2 Million
2020 Proposed Budget	**$356.2 Million**	**$362.4 Million**	**$113.2 Million**

$8.78 Million Total Supplemental Requests

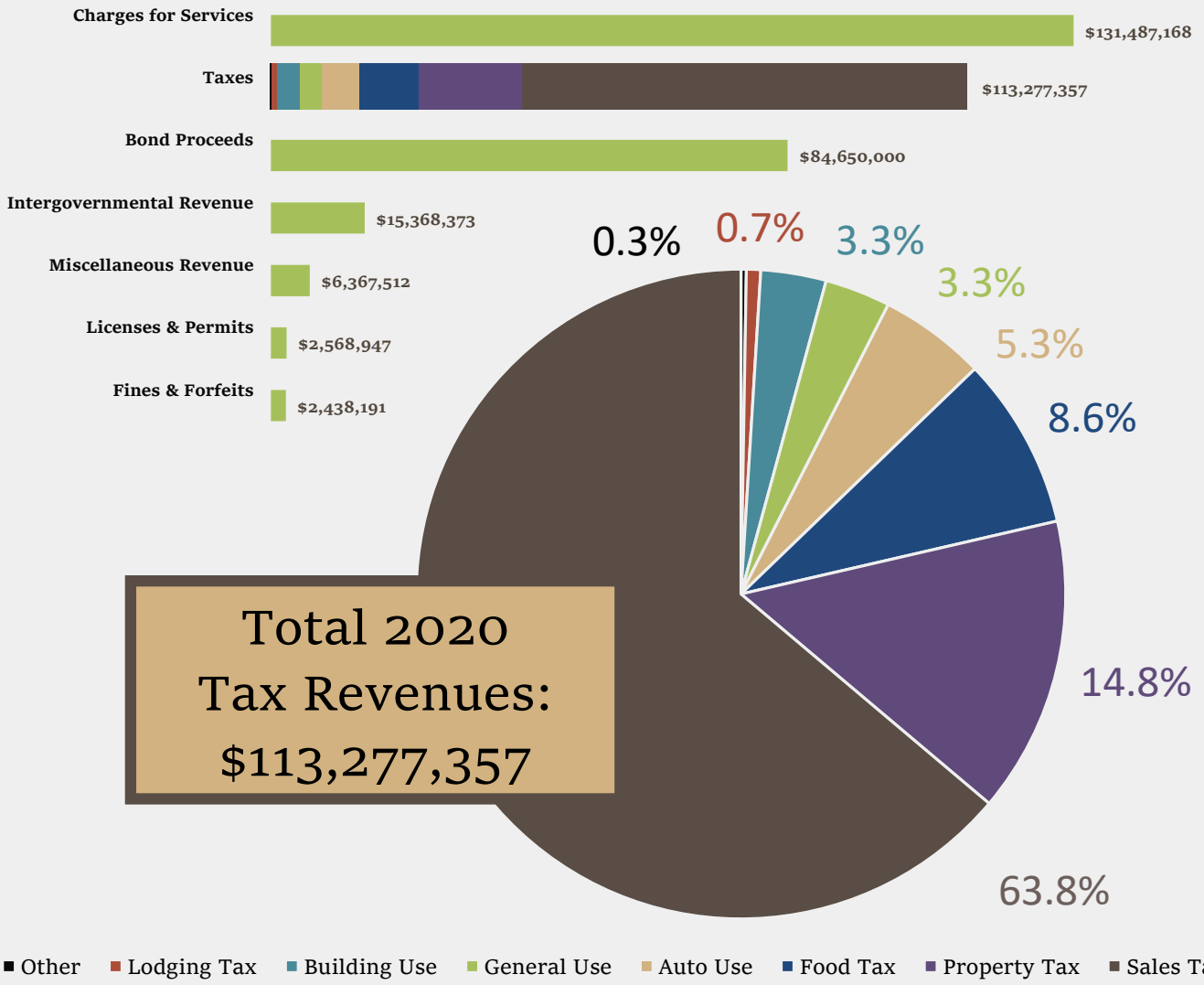
27 Additional Full Time Employees

City of Greeley Colorado

• RESOURCES •

Total Resources:
$356,157,548
Note: Excludes Transfers

Projected 2020 Resources (Excluding Transfers)



Rate & Budget Increases

2020 Consumer Utility Rate Increases

8.5%	Water Rate Increase
7.0%	Sewer Rate Increase
8.0%	Stormwater Rate

2020 Budget % Increase

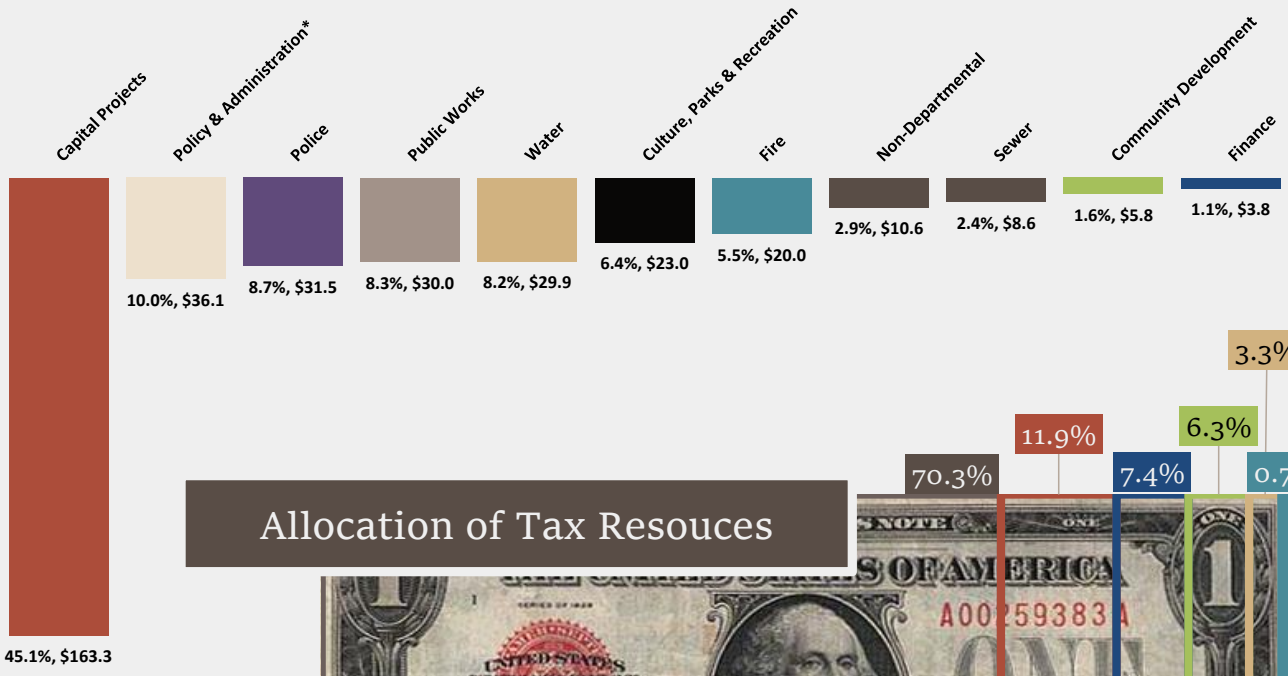
From 2019 End of Year Budget Estimates

4.3%	Sales Tax
4.0%	Auto Use
2.0%	Building Use
3.0%	Food Tax
4.0%	General Use
12.3%	Property

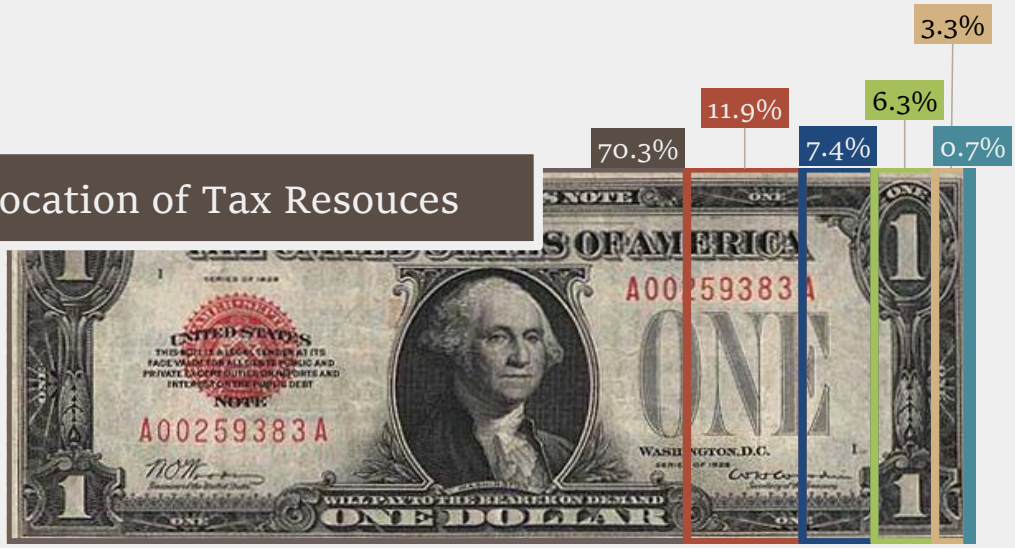
Total Expenditures: $362,442,764
Note: Excludes Transfers

• EXPENDITURES •

2020 Expenditures by Department (Excluding Transfers) - %, $Millions



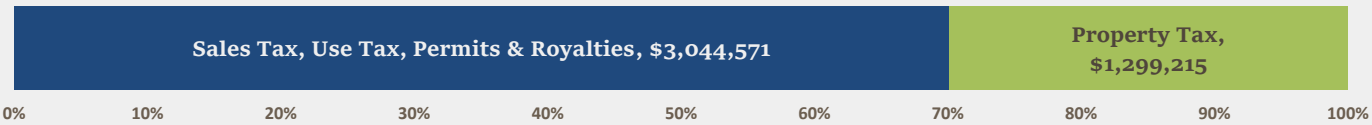
Allocation of Tax Resouces



	%	Amount
General Operating (3%, Property Tax, & Other Taxes)	70.3%	$ 79,614,746
Keep Greeley Moving (.65% Streets)	11.9%	13,531,832
Capital Maintenance Program (3% Food Tax)	7.4%	8,432,175
Quality of Life/Imagine Greeley Capital Projects (.30%)	6.3%	7,102,726
Public Safety (.16% Fire & Police)	3.3%	3,788,120
Image Campaign (Greeley Unexpected, 3% Lodging)	0.7%	807,758
TOTAL	100.0%	$ 113,277,357

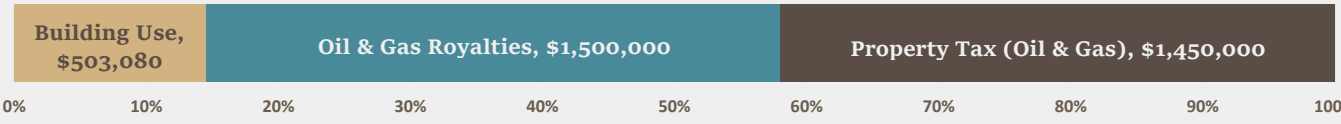
Total: $4,343,786

Additional General Fund Resources Available - Ongoing Expenditures



Total: $3,453,080

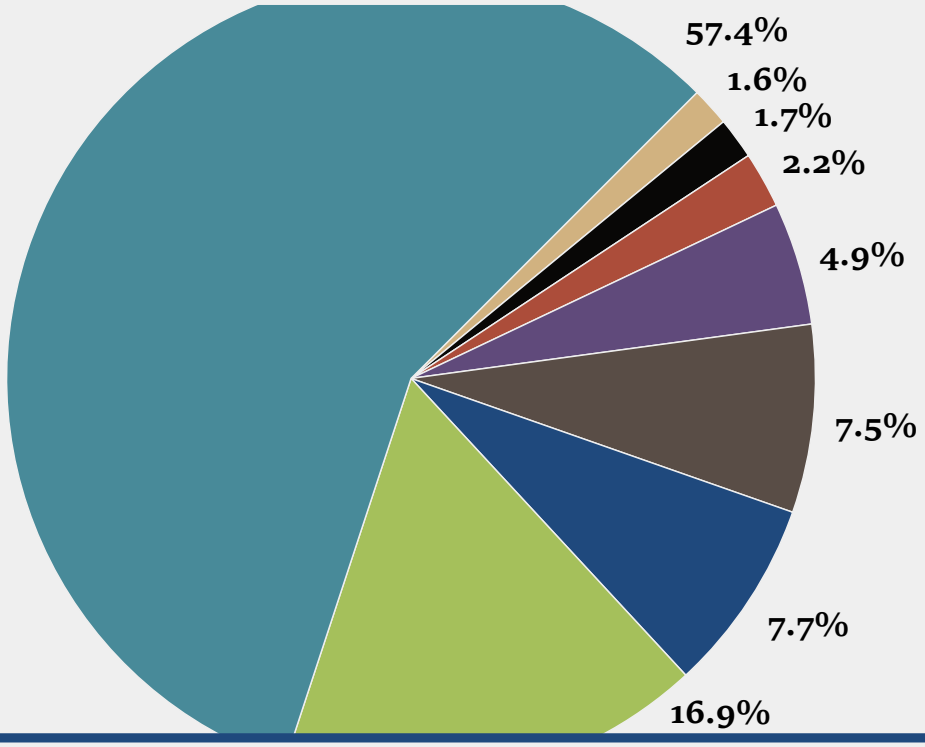
Additional General Fund Resources Available - One Time Expenditures



*Policy & Administration Includes: City Attorney, City Clerk, City Manager, Communication Services, Economic Health & Housing, Human Resources, Information Technology, and Municipal Court.

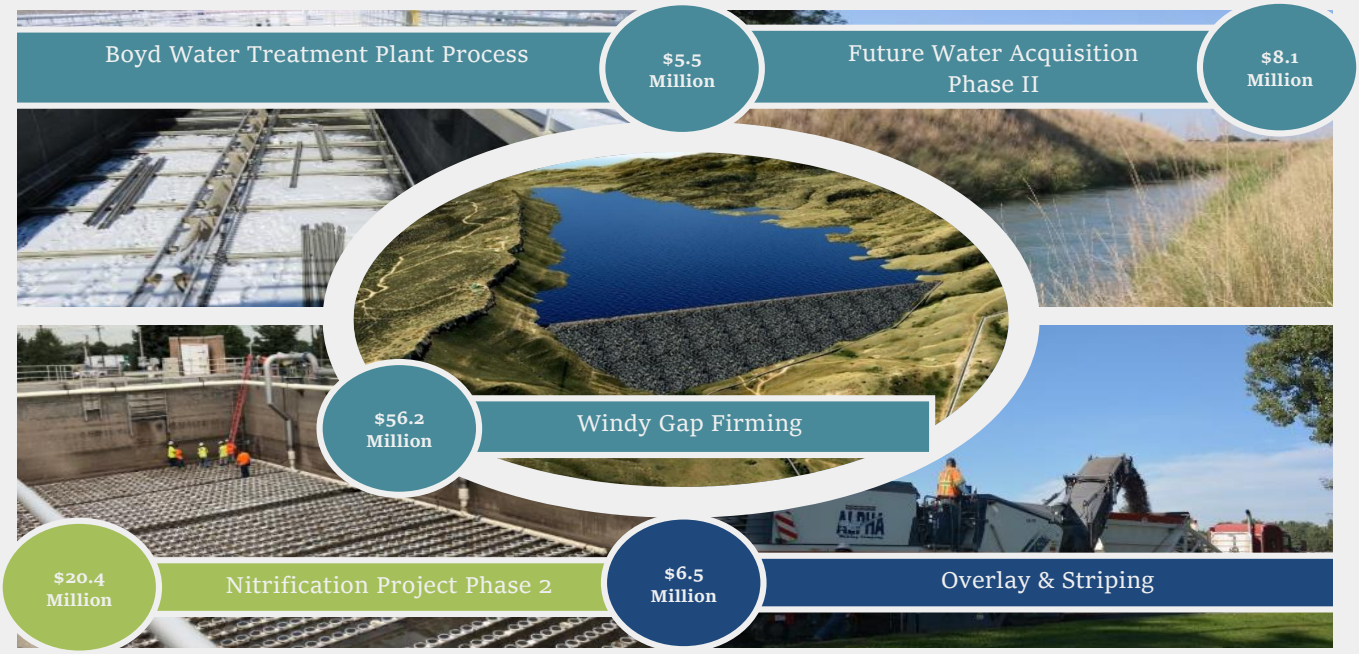
• CAPITAL • • IMPROVEMENT • • PROJECTS •

Total 2020 Capital Improvement Expenditure: $163,238,853

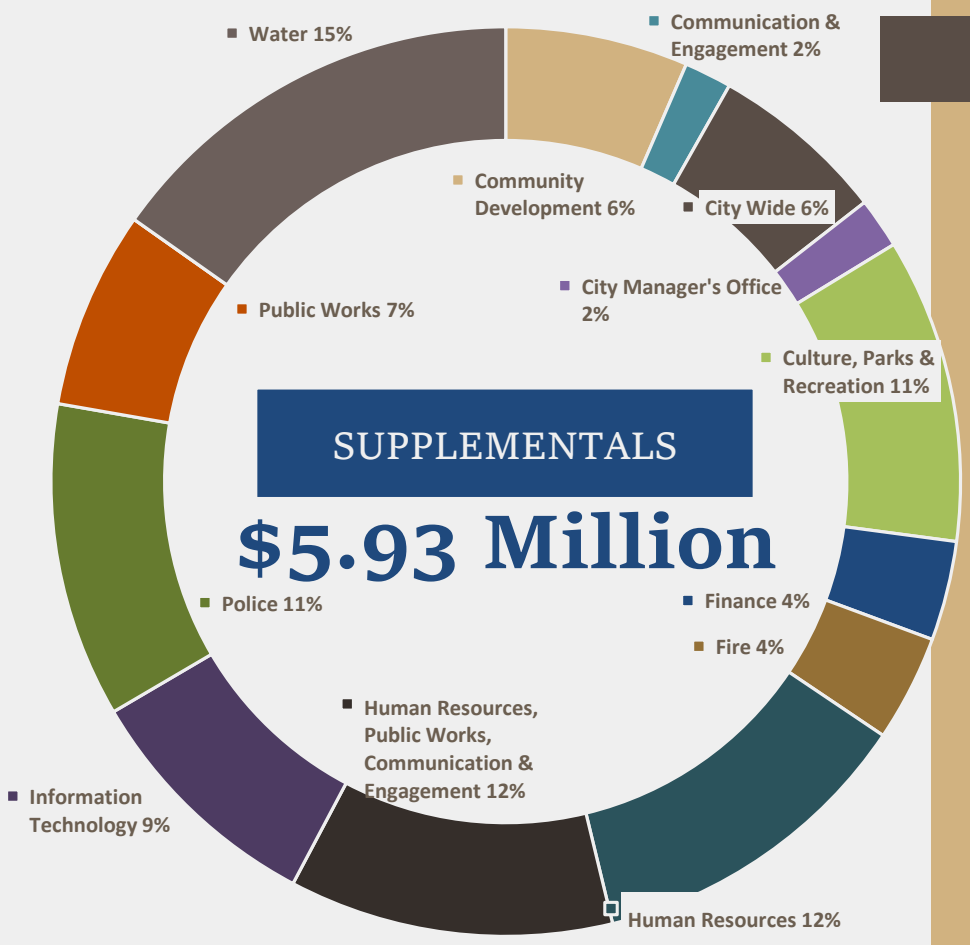


• PROJECTS •

Exceeding $5 Million



• ADDITIONS •



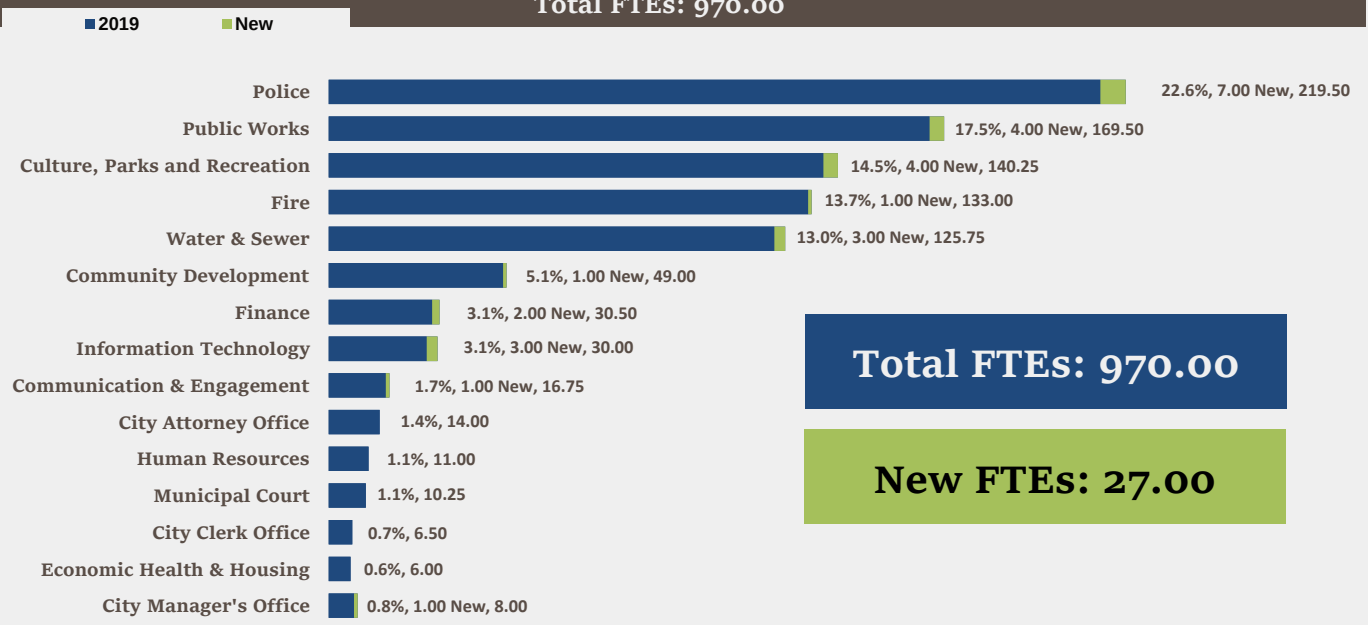
One Time Requests

$2.85 Million

- Total Awards, Career & Compensation Consulting Services ($100,000)
- Technology Investment ($250,000)
- Facilities Assessment ($300,000)
- Spillman Software ($400,000)
- City Center North 3rd Floor Remodel ($800,000)
- Police Records Building [Total: $1.5 Million] ($1,000,000)

2020 Full-Time Equivalent (FTE) Distribution

Total FTEs: 970.00



Total FTEs: 970.00

New FTEs: 27.00

Budget at a Glance

Additional Budget Documentation Available:

greeleygov.com/government/finance/budget

- Biennial/Annual Budget Books
- Capital Improvement Plans
- Fee Directory
- Revenue Estimates

Council Members

Mayor • John Gates

Ward I • Jon Smail

Ward II • Brett Payton

Ward III • Michael Fitzsimmons

Ward IV • Dale Hall

At Large • Stacy Suniga

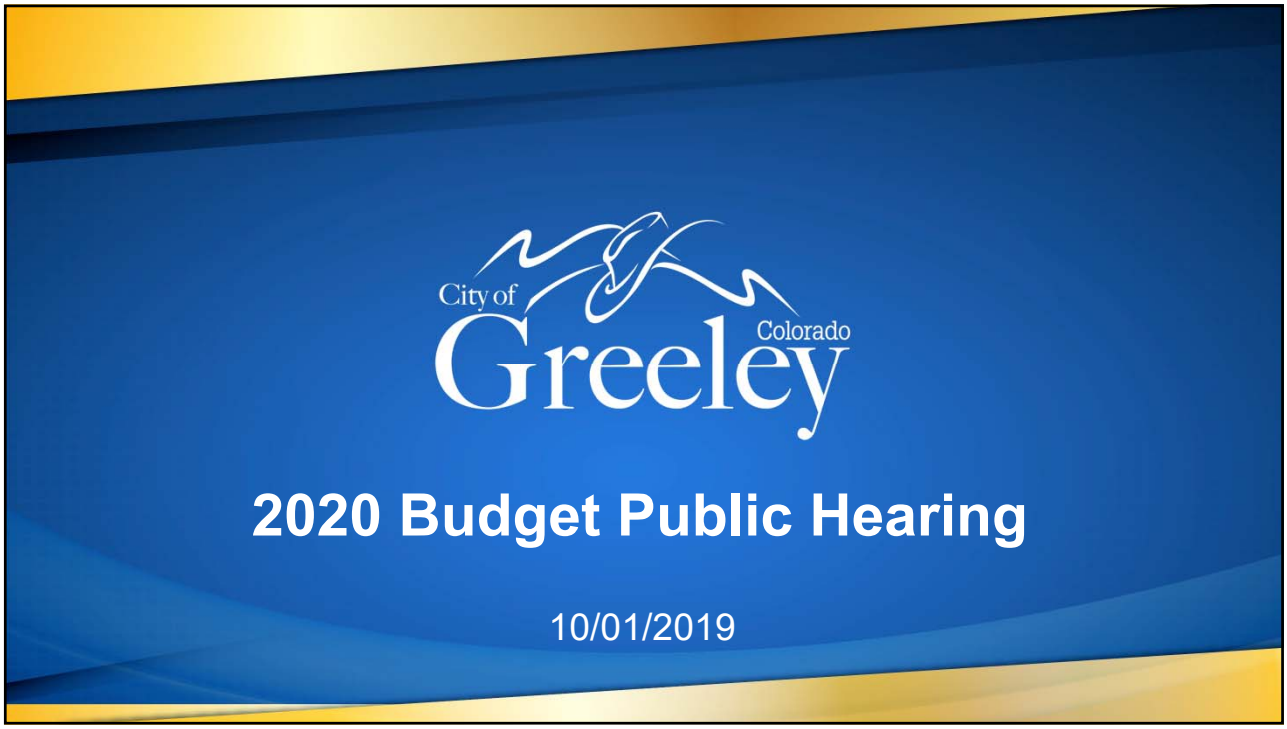
At Large • Robb Casseday

For more information, please contact:

Robert Miller
• Budget & Compliance Manager •
• 970-350-9735 •
• robert.miller@greeleygov.com •

Renee Wheeler
• Finance Director •
• 970-350-9732 •
• renee.wheeler@greeleygov.com •

Date	Presentation
July 23	Major Revenue Estimates
August 9	Proposed 2020-2024 Presentations & Document Distributed
August 13	Capital Funds, Water, Sewer, & Stormwater
August 23	Proposed 2020 Budget Presentations & Document Distributed
August 27	Department Presentations (HR, IT, CCO, MC, CAO)
September 10	Department Presentations (FIN, CMO, CPRD, PW, W&S)
September 24	Department Presentations (PD, FD, CD, CE, EHH)
October 1	Public Hearing, First Reading of 2020 Budget Ordinance
October 8	Final Questions
October 15	Public Hearing, Adoption of 2020 Budget



Budget Presentations

Date	Presentation
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October 15	Public Hearing, Adoption of 2020 Budget

CITY OF GREELEY

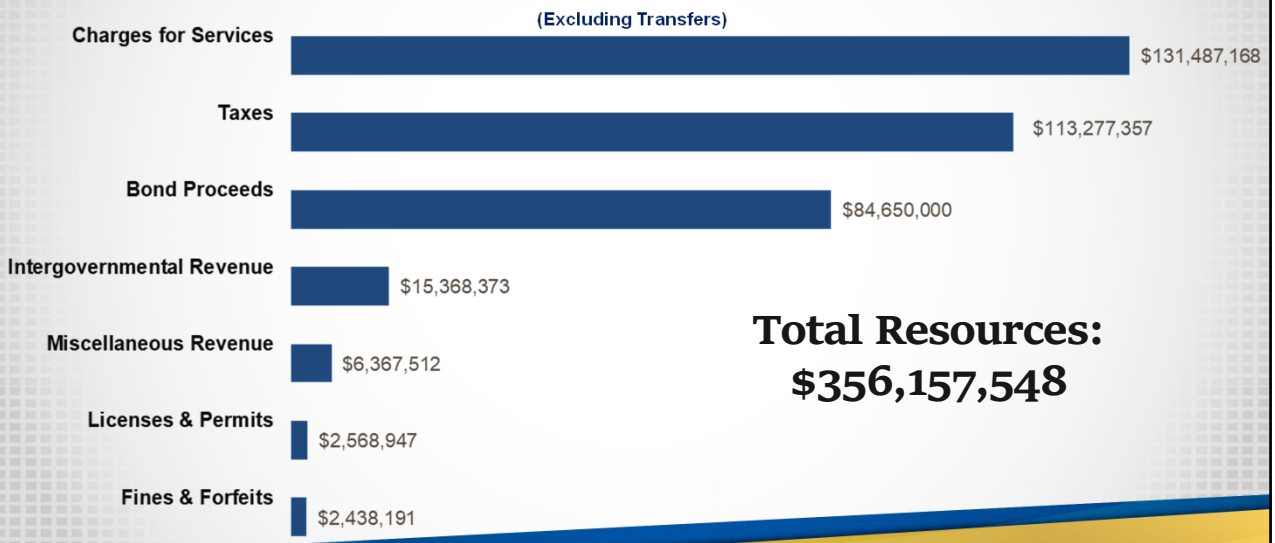
Public Hearing

- 2020 Resources
- 2020 Expenditures
  - Summary
  - By Department
  - Additions: Supplemental & One Time
  - Additions: Full Time Equivalents
  - Capital Projects
- Utility Rate Changes
- Reserves

CITY OF GREELEY

2020 Resources

(Excluding Transfers)



Total Resources: $356,157,548

CITY OF GREELEY

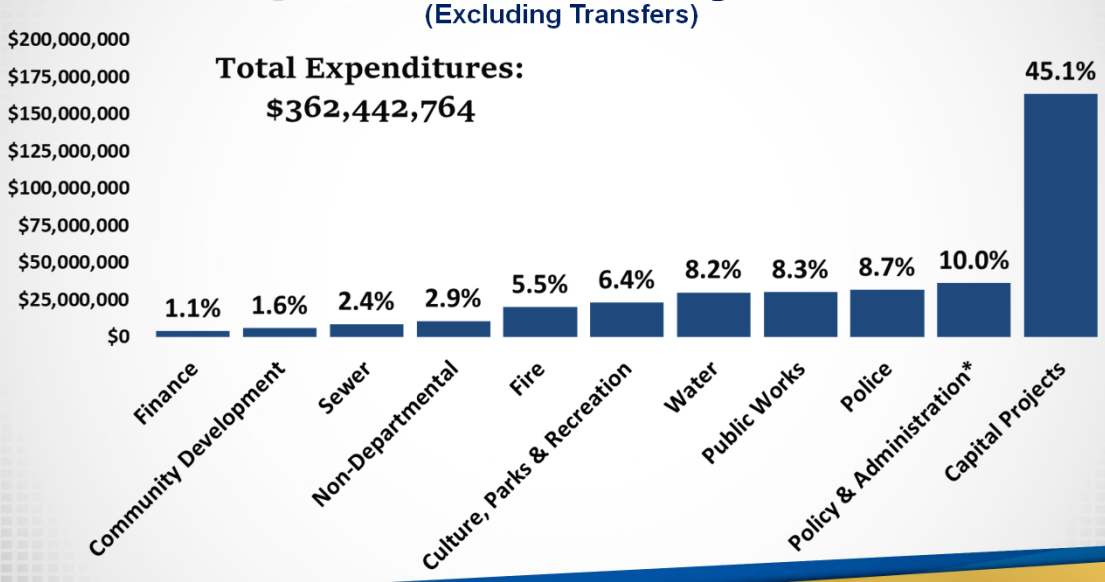
2020 Budget

- Transfers Between Funds: $113,160,553
- Expenditures: $362,442,764
- **Total Appropriation: $475,603,317**

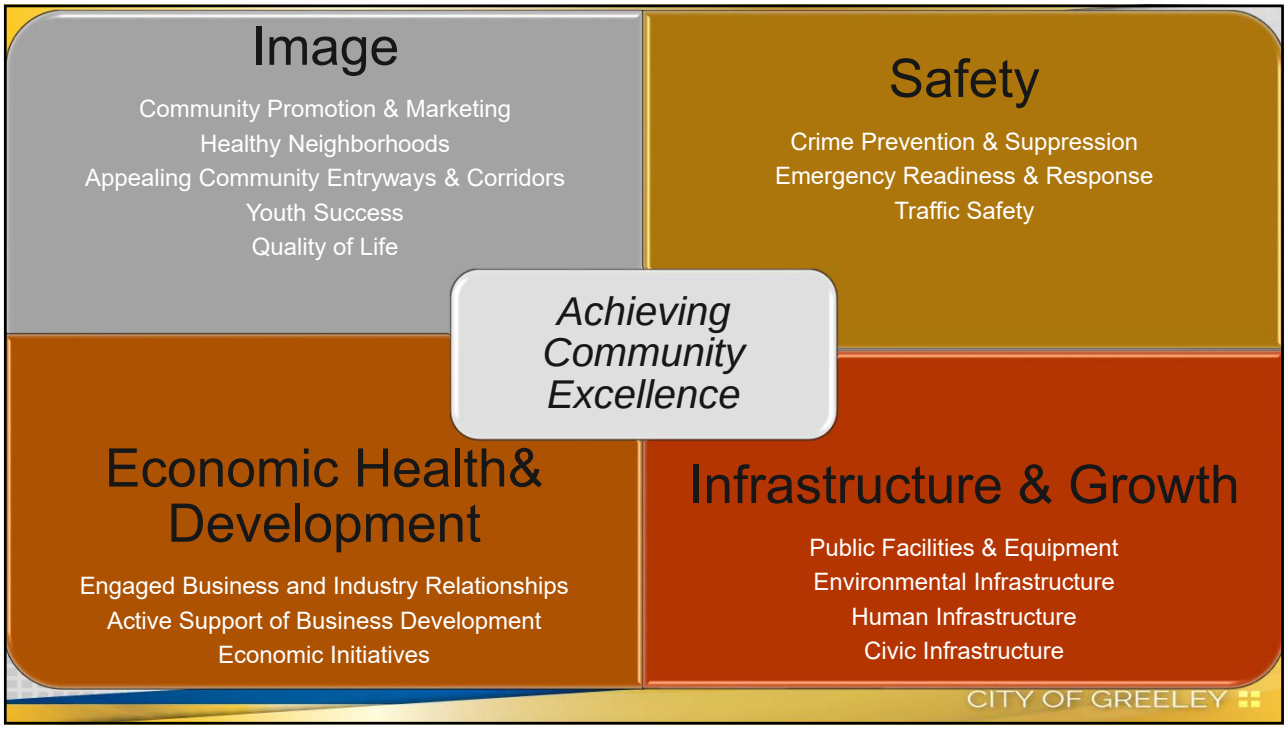
CITY OF GREELEY

2020 Expenditures By Department

(Excluding Transfers)



CITY OF GREELEY



Image

Request	Cost
Council Expenditures Associated with Outreach	$ 15,000
Communications Specialist and Operating Costs	99,853
Median/Rights of Way Technician and Crew	209,188
Biological Survey of Natural Areas Grant Match (Conservation Trust funds)	6,500
Natural Areas & Trails Operating Costs	91,863
Parks Technician Crew and Operating Costs	139,319
City Water Department Owned Farm Maintenance	50,000
Feasibility and Design Study for Indoor Banquet Space (Golf funds)	40,000
Total Image Related Investments	**$ 651,723**

CITY OF GREELEY

Safety

Request	Cost
Fire and Police Dispatch Intergovernmental Agreement Increase	$ 288,340
Electrical Inspector	168,643
Alternative Response Funding	70,000
Fire Marshal and Operating Costs	154,544
Cyber Security Initiatives (Enhanced End-point Protection, Vendor Remote Access Management, Enhanced Email Security and Network Security Administrator)	308,500
Two Data Coordinators (net cost after intergovernmental agreement)	44,278
Four Public Safety Technicians and Operating Costs	471,757
Police Sergeant	147,927
Contribution Toward the Replacement of Spillman Records Software	400,000
Total Safety Related Investments	**$ 2,053,989**

CITY OF GREELEY

Economic Health & Development

Request	Cost
Electronic Plan Review Software Enhancements	$ 17,000
Repeal and Replace the Development Code with a Contract Project Manager	200,000
Ice Haus Storefront Training Room (Conservation Trust)	89,150
Water Conservation Analyst and Van	147,784
Real Estate Specialist and Operating Costs	106,603
Total Economic Health & Development Related Investments	**$ 560,537**

CITY OF GREELEY

Infrastructure & Growth

Request	Cost
2020 Coordinated Election Costs	$ 70,000
Two Financial Analysts and One Water/Sewer Rate Analyst	328,855
City 50% Share of Two Facility Technicians at the Island Grove Events Center	47,137
Compensation (market adjustments)	800,000
Positions to Implement Organizational Assessments (HR, Communications & Engagement, Public Works)	703,544
Compensation Study	250,000
Non-potable Water Program Dump Truck and Vacuum Truck	210,000
Water and Sewer Maintenance Technician and Operating Costs	126,238
Facilities Assessment	300,000
City Center North Remodel ($800k) and Police Records Building ($1M)	1,800,000
Facilities Crew and Operating Costs	417,384
Two IT Service Desk Technicians and Operating Costs	464,000
Total Infrastructure and Growth Related Investment	**$ 5,517,158**

CITY OF GREELEY

Image

Community Promotion & Marketing
Healthy Neighborhoods
Appealing Community Entryways & Corridors
Youth Success
Quality of Life

Safety

Crime Prevention & Suppression
Emergency Readiness & Response
Traffic Safety

$8.78M new investments for operational excellence

Economic Health& Development

Engaged Business and Industry Relationships
Active Support of Business Development
Economic Initiatives

Infrastructure & Growth

Public Facilities & Equipment
Environmental Infrastructure
Human Infrastructure
Civic Infrastructure

CITY OF GREELEY

2020 Major Capital Project Fund Highlights

Fund	2020
Water Construction	$ 62,040,195
Sewer Capital Replacement	22,975,721
Water Capital Replacement	18,416,191
Water Rights Acquisition	13,321,872
Keep Greeley Moving	12,642,332
Transportation Development	11,355,925
Food Tax	7,196,580
Sewer Construction	4,673,997
Stormwater Replacement	2,241,409
Quality of Life	1,764,982
Fire Equip & Acquisition Replacement	1,536,404
Stormwater Construction	1,421,510

CITY OF GREELEY

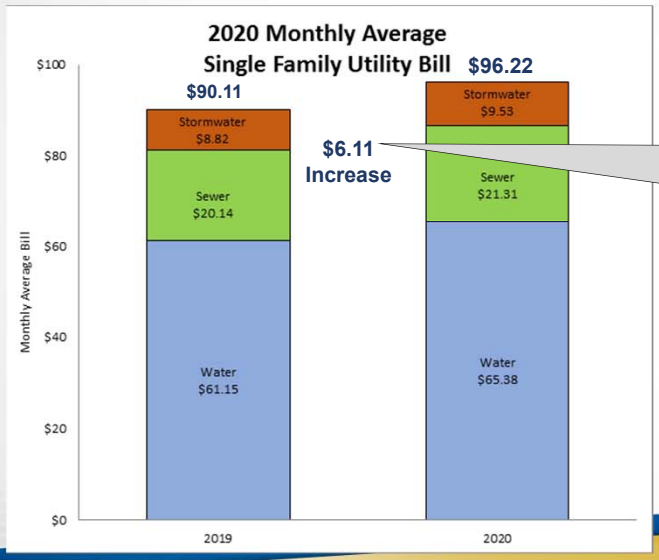
2020 Capital Project Highlights

Projects Greater than $2 Million

Projects	Fund	2020
Windy Gap Firming	Water Construction	$ 56,200,000
Nitrification Project Phase 2	Sewer Capital Replacement	20,411,490
Future Water Acquisition - Phase II	Water Rights Acquisition	8,075,000
Overlay & Striping	Keep Greeley Moving	6,495,232
Boyd WTP Process Improvements	Water Capital Replacement	5,516,000
Transmission System Rehabilitation	Water Capital Replacement	4,169,000
Turn Lanes on 20th St Clubhouse Drive to 59th Ave	Transportation Development	3,470,000
Development of Parcel B, Poudre Ponds	Water Rights Acquisition	3,150,000
Ashcroft Draw Basin Lift Station	Sewer Construction	3,002,000
Bellvue Pipeline-Gold Hill Segment	Water Construction	2,028,000
Milton Seaman Permitting	Water Construction	2,000,000

CITY OF GREELEY

2020 Utility Rate Changes



$0.71	Stormwater
$1.17	Sewer
$4.23	Water
$6.11	Overall

CITY OF GREELEY

2020 Projected Ending Reserves

Funds	2020 Projected Ending Fund Balance
General*	$ 17,190,277
Workers' Compensation	4,165,346
Health	3,672,357
Fleet Maintenance & Replacement	1,939,423
Liability	1,779,528
Information Technology	1,606,627
Total	$ 30,353,558

*Meets estimated two month reserve requirement

CITY OF GREELEY

2020 Projected Utility Ending Reserves

Funds	2020 Projected Ending Fund Balance	
Water	$	35,316,122
Sewer		2,785,795
Stormwater		1,529,791
Total	$	39,631,708

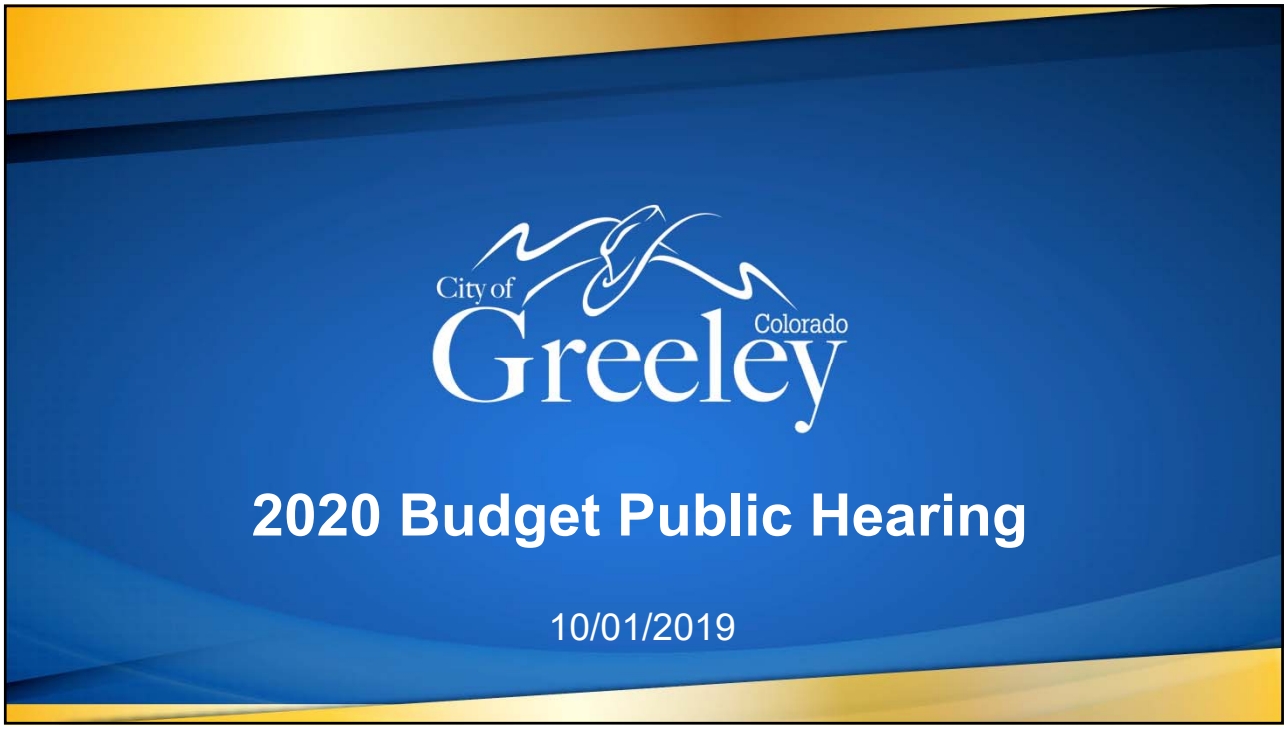
Maintains required 25% of operating expenses

CITY OF GREELEY

2020 Budget Summary

- Meets Charter Requirements
- Recommends Additional Expenditures
- Recommends Utility Rate Increases
- Reserves are Available for Unexpected Changes

CITY OF GREELEY


City of
Greeley
Colorado
2020 Budget Public Hearing
10/01/2019

Council Agenda Summary

October 1, 2019

Agenda Item Number 22

Key Staff Contact: Becky Safarik, Assistant City Manager, 970-350-9785

Title:

Public hearing to consider the 2020 Community Development Block Grant budget and 2020-2024 Consolidated Plan

Summary:

The City is entitled to receive federal grants from the U. S. Department of Housing and Urban Development, namely the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) grant. HUD requires that recipients implement a new strategic plan every five years that details how they will prioritize federal grants during those five years. The strategic plan is part of the consolidated planning process, which serves as the framework for a community-wide dialogue that aligns housing and community development priorities with the noted federal formula grant programs.

The Council approved priorities for the 2020-2024 strategic plan at its April 16, 2019 meeting. Those priorities were recommended to Council by the GURA Board of Commissioners and resulted from a Needs Assessment and Housing Market Analysis (part of the consolidated planning process). Two high priority needs were identified: greater support for the development and retention of affordable housing and support for low-moderate-income neighborhoods. Prioritizing those two needs results in a commensurate reduction in funding for public facilities and services, which received low priority rankings. The attached 2020-2024 Consolidated Plan was developed based upon Council approved priorities and is set for formal adoption at the Council's October 1, 2019 meeting.

Implementation of the priorities and goals of the 2020-2024 Consolidated Plan start with the 2020 Action Plan, which identifies the expected resources and the activities to utilize the resources during that program year. The 2020 Action Plan is a part of the Consolidated Plan document and is the application to HUD for both CDBG and HOME funds. Annual funding requests considered by the GURA Board and recommended to Council are specific to the CDBG program. Throughout the year, the Board measures and manages HOME fund applications on behalf of the City, prioritizing projects that are consistent with the Council's priorities. HOME funds can only be used for housing programs; historically, these funds have supported new housing development with organizations such as Habitat for Humanity, Accessible Space, etc.). A number of public meetings held to help develop the Consolidated Plan and 2020 Action Plan, detailed within the Plan. The meetings solicited input from non-profit partners working with low-moderate-income persons and (particularly) residents from low-moderate-income neighborhoods. Additionally, community input was solicited by

survey, the results of which were presented to City Council in April 2019 prior to setting the priorities for the next five years.

Specific to the 2020 Action Plan applications, the Citizen's Committee for Community Development, a volunteer advisory group to the Greeley Urban Renewal Authority, reviewed the applications at its July 30, 2019 meeting. Applicants presented their requests for 2020 CDBG funding at the GURA Board meeting on August 14, 2019, which included a public hearing. Council's October 1, 2019 meeting also includes a public hearing.

While the City is required to develop its proposed annual action plan by November of each year, the exact amount of 2020 CDBG funding will not be known until congressional action in 2020. Based upon experience, the funding would be confirmed and available by approximately June 2020, so as has been the practice, staff projected a level of funding that is an average of the funding received during the previous five years ($840,000 for CDBG; $300,000 for HOME). Program income and any prior years' unused grant funds are also a part of the proposed budget. If the 2020 allocation is more or less than expected, the GURA Board recommends that adjustments occur within the affordable housing budget line item, which has the greatest flexibility in project scope.

The GURA Board recommended funding for all applications received with the exception of school zone speed lights, which were mechanically difficult to match to federal grant beneficiary requirements. The Board's funding recommendation reflect those activities that they felt best met federal CDBG criteria and local priorities, carefully weighing each request against the adopted priorities, the merits of the applicant' requests, input from its citizen advisory group, and the applicants' presentation of their requests. The recommendations reflect the sharpened focus by the GURA Board and Council on affordable housing development and neighborhood support and limit resources devoted to expendable activities related to public services. Other than the applicants, there was no one from the public in attendance at the budget public hearing. The enclosed funding recommendation from the GURA Board was consensus driven.

In addition to the information provided in the Consolidated Plan packet, supporting documents submitted with the applications are available upon request. That material includes such things as by-laws, audited financial statements, organizational charts, etc.

The 2020-2024 Consolidated Pl and first year (2020) Action Plan drafts are also posted on the City's website (http://greeleygov.com/services/greeley-urban-renewal-authority). The public will have 30 days following Council's approval of the Plans to comment before the Plans are finalized for submittal to HUD.

Staff presented an summary of the Consolidated Plan priorities aligned with the Council adopted direction earlier in the year as well as an overview of the applications received and recommendations for the 2020 CDBG budget at the September 24th Council Work Session. A brief recap will be provided in advance of the public hearing.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes, it is an annually entitled grant available to the City.
If yes, what is the initial, or, onetime impact?	Estimated new revenue of $840,000 in CDBG and $300,000 in HOME funds
What is the annual impact?	Same
What fund of the City will provide Funding?	n/a
What is the source of revenue within the fund?	Federal grant funding
Is there grant funding for this item?	Yes, this is a HUD grant
If yes, does this grant require a match?	No
Is this grant onetime or ongoing?	One-time (annual entitlement application)
Additional Comments:	

Legal Issues:
None.

Other Issues and Considerations:
None.

Applicable Council Priority and Goal:
Economic Health & Development: Active support of business development and housing

Infrastructure & Growth: Public facilities & equipment; social infrastructure support

Decision Options:
1. Approve the CDBG budget and Consolidated Plan as presented; or
2. Amend the CDBG budget and Consolidated Plan and adopt as amended; or
3. Continue consideration of the items to the next regular Council meeting.

Council's Recommended Action:
A motion to accept the recommendation of the Greeley Urban Renewal Authority and approve the CDBG budget and Consolidated Plan as presented.

Attachments:
CDBG and Consolidated Plan Packet

2020-2024 Consolidated Plan and 2020 Funding Applications and Recommendations

Department of Housing & Urban Development's

Community Development Block Grant (CDBG)

Prepared for
Greeley City Council

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COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

Tuesday September 24, 2019

COPY OF POWER POINT PRESENTATION

REFERENCE MATERIALS – Attachment A-C

A. 2020-2024 Priorities and Other Considerations
B. Budget Projections – Five-year Projected and 1st Year (2020) Recommended
C. Overview of Funding Requests and Recommendations

BUDGETS & PROPOSED RESOLUTION – Attachments D-G

D. GURA Board Resolution for CDBG funding recommendations & proposed budget
E. 2020 Consolidated Plan and 2020 Action Plan
F. Proposed Budget for CDBG Program Year 2019
G. GURA Board Minutes from August 22, 2018

PROGRAM YEAR 2019 APPLICATIONS (first page of application only)

SUPPORTING DOCUMENTS AVAILABLE FOR REVIEW – More detailed information on applications including the entire application, management resumes, audits, brochures, By-Laws, Articles of Incorporation, etc. is available for review at the GURA office prior to the meeting upon request. A brief description of each application can be found on the Overview-Attachment A.

H. Redevelopment District Map

********** **Applicants** **********

Priority 1 – Support efforts to preserve, maintain, and provide affordable housing

1.	GURA	Single-family housing rehab loan program (no application)
2.	GURA	TBD affordable housing activity
3.	United Way	Coordinated Assessment & Housing Placement System (public service)
4.	Greeley Transitional House	Housing case manager (public service)

Priority 2 – Support efforts to revitalize neighborhoods of the Redevelopment District

5.	Public Works	Phase IV infrastructure improvements in Redevelopment District
6.	Public Works	Phase II alley reconstruction
7.	Public Works	School zone speed lights
8.	Forestry	Parkway tree planting in Redevelopment District
9.	Public Works	Clean-up weekend

Priority 3 – Support public services that assist homeless, low-moderate-income, underserved, and special needs residents

10.	North Colorado Health Alliance	Community Action Collaborative
11.	United Way	Cold weather shelter
12.	Catholic Charities	Case management support at Guadalupe Community Center
13.	Senior Resource Center	Public service – Transportation service

Administration No application

COMMUNITY DEVELOPMENT BLOCK GRANT

Proposed Budget 2020

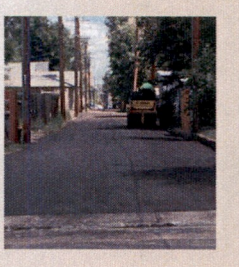
CDBG AT WORK IN GREELEY

2019 Activities

INFRASTRUCTURE IMPROVEMENTS

Infrastructure Activities

- Curb, gutter, sidewalks, ramps (ADA compliancy)
  - 2019 includes drainage improvement by Maplewood Elementary School
- Alley reconstruction
- Street lights in LMI neighborhoods
- Parkway tree planting
  - (258 trees since 2012)



OTHER CITY ACTIVITIES

GURA

- Single-family housing rehab loans and grants

Clean-up Weekend

- 4,100 cubic yards hauled to landfill ~ 677 tons

ASSISTANCE TO NON-PROFITS

- **Catholic Charities-Guadalupe Community Center** – Support case management
- **Greeley Transitional House** - Support housing case management
- **North Colorado Health Alliance** – Community Action Collaborative
- **Senior Resource Services** – Transportation for ages 60+

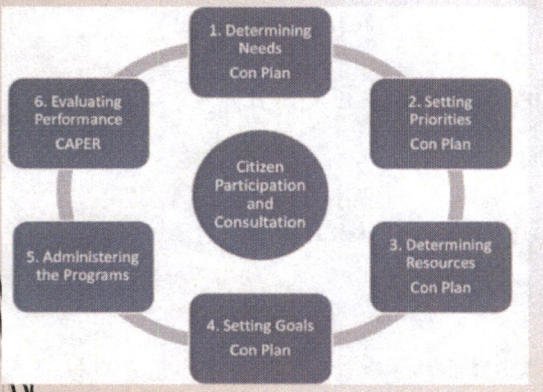
2020-2024 CONSOLIDATED PLAN

PRIORITIES

OTHER CONSIDERATIONS

APPLICATION ELIGIBILITY

FINALIZING CONSOLIDATED PLAN



- Needs determined with citizen input and analysis of needs and market conditions
- PRIORITIES SET based on outcome of citizen input, needs and market analyses
- Five-year Strategic Plan goals set - 2020 Action Plan 1st year of implementing activities to address goals
- Council approves both Five-year Strategic Plan and 2020 Action Plan

ADOPTED PRIORITIES FOR 2020-2024

HIGH PRIORITIES

- Preserve, maintain, and provide access to affordable housing for homeless, low- moderate-income, underserved, and/or special needs residents
- Revitalize neighborhoods of the Redevelopment District

LOW PRIORITIES

- Support public facilities that serve the homeless, low-moderate-income, underserved, and/or special needs residents OR low- moderate-income neighborhoods
- Support public services that assist homeless, low-moderate-income, underserved, and special needs residents

OTHER PRIORITY CONSIDERATION

- **Public Facility Activities** – Funding Priority to
  - Activities requesting 25% or less in CDBG support or those serving a LMI neighborhood (as opposed to serving LMI clientele)
  - Improvements resulting in an increase in number of clients served
- **Public Services Activities** – Funding Priority to
  - Housing focused services
  - New services addressing a gap in available services
  - Activities requesting 25% or less in CDBG support and with the ability to sustain the service within three years (maximum length of CDBG support)
  - Services that are substantially different than others provided in the community or that area a collaborative effort

CDBG NATIONAL OBJECTIVES

Assistance to low- moderate-income residents

- 70% of grant, minimum

Elimination of slum-blight conditions

Assistance during an emergency

CDBG 2019

First Year of 2020-2024 Consolidated Plan

APPLICATIONS

AFFORDABLE HOUSING

Single-Family Housing Rehab

Loans to qualified households for energy efficiency improvements or to address code compliancy issues

- Request - $244,074 RLF (100% of cost)
  - Fund with RLF available

Other Affordable Housing Support

Multi-family housing rehab loans/grants; acquisition or infrastructure support for new developments (SF/MF)

- Request - $200,000 (other support TBD)
  - Recommend $304,568

City of Greeley

AFFORDABLE HOUSING CONT.

Housing-specific Public Services

United Way

Coordinated Assessment and Housing Placement System (CAHPS)

- Request - $20,000 (23% of cost)
  - Recommend $10,000

Greeley Transitional House

Housing Case Manager

- Request - $10,000 (38% of cost)
  - Recommend $10,000

NEIGHBORHOOD REVITALIZATION

Redevelopment District Infrastructure

Phase IV, installation of sidewalks, ramps for ADA compliancy, curb and gutter, etc.

- Request - $350,000 (100% of cost)
  - Recommend $350,000 (plus GURA project mgt.)

Redevelopment District Alley Reconstruction

Recycled asphalt millings; $12,000-$15,000 per alley; 10-12 year life

- Request - $150,000 (100% of cost)
  - Recommend $150,000 (plus GURA project management)

NEIGHBORHOOD REVITALIZATION, CONT.

School Zone Speed Lights

Install approximately 10 missing lights; approximate cost - $8,000 each

- Request - $70,000 (100% of cost)
  - Recommend $0

Redevelopment District Parkway Trees

Offered to property owners who commit to providing appropriate tree care

- Request - $20,000 (87% of cost)
  - Recommend $20,000 (plus GURA project management)

City of Greeley

NEIGHBORHOOD REVITALIZATION, CONT.

Clean-up Weekend

Annual clean-up weekend; 2019 would be 44th annual; available to all city residents with special efforts to reach residents of low-moderate-income neighborhoods

- Request $15,000 (19% of estimated cost)
  - Recommend $15,000

City of Greeley

PUBLIC SERVICES

North Colorado Health Alliance

- Community Action Collaborative – Assist callers using 9-1-1 for non-emergency needs through collaborative efforts
- Request $30,000 (50% of estimated costs)
  - Recommend $15,000

United Way-Cold Weather Shelter

- Emergency shelter during winter season
- Request $25,000 (14% of estimated costs)
  - Recommend $20,000

PUBLIC SERVICES CONTINUED

Catholic Charities

- Funds to support case-management operations of Guadalupe Community Shelter which help move people toward self-sufficiency
- Request $15,000 (20% of estimated cost)
  - Recommend $10,000

Senior Resource Services

- Provide transportation for persons 60+
- Request $15,000 (20% of estimated cost)
  - Recommend $10,000

2020 SUMMARY

Applicant/Request	Request	Recommend	Project Mgt.	Total Funding
City-GURA-Grant Administration (20% of grant)	$ 168,000	$ 168,000		$ 168,000
PRIORITY – AFFORDABLE HOUSING				
City-GURA-TBD Affordable Housing Activity(ies)	200,000	304,568		304,568
City-GURA-SF Housing Rehabilitation Loans	244,074	244,074		244,074
United Way-CAHPS (Public Service)	20,000	10,000		10,000
Greeley Transitional House Housing Case Manager (Public Service)	10,000	10,000		10,000
PRIORITY – NEIGHBORHOOD REVITILIZATION				
City-Public Works-Public Improvements	350,000	350,000	15,000	365,000
City-Public Works-Alley Reconstruction	150,000	150,000	5,000	155,000
City-Public Works-School Zone Speed Lights	70,000	0		0
City-CPR/Forestry/Parkway Tree Planting	20,000	20,000	500	20,500
City-Public Works-Clean-up Weekend (Public Service)	15,000	15,000		15,000
PRIORITY – ASSIST PUBLIC SERVICE ACTIVITES				
Northern Colorado Health Alliance-Action Collaborative	30,000	15,000		15,000
United Way-Cold Weather Shelter	25,000	20,000		20,000
Catholic Charities-Guadalupe Case Management	15,000	10,000		10,000
Senior Resource Services-Transportation for 60+	15,000	10,000		10,000
TOTALS	**$1,332,074**	**$1,326,642**	**$20,500**	**$1,347,142**
ANTICIPATED GRANT				$840,000
REVOLVING LOAN FUNDS (REHAB, HAPP), PROGRAM INCOME				$369,142
PRIOR YEAR GRANT AVAILABLE				$138,000
TOTAL REVENUE PROJECTED				**$1,347,142**

NOTES

- *Project management noted with activities may float where most needed.
- **Public Service percentage if funded as shown and grant is $840,000 – 10.7% (maximum allowed under grant = 15%).
- If grant, available revolving loan funds and program income, or prior year grant funds are greater/lesser than projected, staff recommends adjustment within the affordable housing activity.
- Pre-award expenditures up to $300,000 may be incurred for activities that need start dates before HUD grants are received.
- The activities support the 2020-2024 Consolidated Plan and priorities identified in that Plan. The public hearing October 1st to approve the 2020 Action Plan and budget will also require approval of the Consolidated Plan.

Attachment A

2020-2024 PRIORITIES and OTHER CONSIDERATIONS

HIGH PRIORITY

Support efforts to preserve, maintain, and provide access to affordable housing for homeless, low- moderate-income, underserved, and/or special needs residents. For example:

- Extend the useful life of existing affordable housing through rehabilitation loans, emergency repair grants, and weatherization programs (single-family, multi-family owned by non-profit agencies or the Greeley Housing Authority)
- Acquisition of property for new multi- or single-family development or for rehabilitation of existing structure to housing
- Infrastructure support of new multi- or single-family development
- Support for Habitat for Humanity
- Support organizations providing a public service that is directly related to housing (new or substantial increase to the number of persons benefiting from the service; service provides a collective impact)
- Support efforts to Affirmatively Further Fair Housing

Support efforts to revitalize neighborhoods of the Redevelopment District. For example:

- Install new or replace unsafe infrastructure, including curb and gutter, ramps, sidewalks, and street lights
- Reconstruct gravel alleys
- Plant trees in parkways
- Support the annual clean-up weekend and/or other activities that promote good property conditions

LOW PRIORITY

Support public facilities that serve the homeless, low- moderate-income, underserved, and/or special needs residents OR low- moderate-income neighborhoods.

Other Considerations

- No funding for maintenance/cosmetic improvements; facility improvements **will increase the number of LMI persons served**; **CDBG provides no more than 25% of project cost**; or the facility is located in LMI neighborhood and utilized by the residents of the neighborhood (generally City facilities)

Support public services that assist homeless, low- moderate-income, underserved, and special needs residents.

Other Considerations

- The service is new and addresses a clearly demonstrated need or gap in available service; **has 75% financial support other than CDBG**; **needs funding for a maximum of three years of CDBG support**; is not substantially similar to another service in the community or is provided by a collaborative effort
- Reduced amount available to public services; HUD allows 15% of grant annually, target a lesser percentage

Attachment B

CDBG - FIVE YEAR and FIRST YEAR BUDGET PROJECTIONS

	5-Year Projections	Year 1-Recommended	Suggested Board Limitations
ESTIMATED RESOURCES			
Estimated grants (five years)	4,200,000	840,000	
80% available to activities	3,360,000	672,000	
20% administration	840,000	168,000	
Rehab RLF ($30,000/year) plus payoffs (2020-2024)	345,000	69,000	
Existing Rehab balance at 7/1/19	145,074	145,074	
Projected 2019 receipts	30,000	30,000	
HAPP RLF-CDBG ($35,000/year)	175,000	35,000	
Existing HAPP funds balance	54,068	54,068	
Projected 2019 receipts	35,000	35,000	
Other program income	5,000	1,000	
Grant funds not expended-Acquisition allocated est.	108,000	108,000	
Grant funds not expended-Acquisition unallocated	30,000	30,000	
ESTIMATED RESOURCES	**5,127,142**	**1,347,142**	
ESTIMATED EXPENDITURES			
Administration			
20% annually	-840,000	**-168,000**	
Housing			
Housing rehab admin	-80,000	0	
Rehab loans - SF ($23,000 per rehab) 3/year	-520,074	-244,074	
Rehab grants ($3,000 per grant - 3 per year)	-36,000	0	
Property acquired for housing-single family	-200,000	-40,000	
Infrastructure support for single-family			
Property acquired for housing-multi-family	-794,568	-214,568	
Infrastructure support for multi-family			
Rehab loans - multi-family	-250,000	-50,000	
Support public services related to housing	-120,000	-20,000	25,000
Total Housing		**-568,642**	
Improvements to neighborhoods in Redevelopment District			
Installation of curb, gutter, sidewalks, drainage, etc.	-1,021,000	-365,000	
Alley reconstruction ($100,000/year)	-555,000	-155,000	
Street lights ($75,000 per year)	-300,000	0	
Parkway trees ($15,000/year)	-80,500	-20,500	
Clean-up events (public service-$15,000/year)	-75,000	-15,000	
Total Neighborhood Improvements		**-555,500**	
Assist public facilities			
Public facilities ($30,000/year)	-120,000	0	30,000
Assist public service activities			
Public service other than housing ($20,000/year)	-135,000	**-55,000**	20,000
ESTIMATED EXPENDITURES	**-5,127,142**	**-1,347,142**	

Attachment C

CDBG applications received - 2020 program year

	Requested	CDBG %	Management	Recommended	
ADMINISTRATION					
Administration (GURA Staff)	168,000	100.0%		168,000	General program administration.
TOTAL ADMINISTRATION	**168,000**			**168,000**	

Application reviews are by 2020-2024 Council-approved priorities. Priority 1 and 2 are HIGH priorities; Priorities 3 is a LOW priority. (There were no applications for assistance to public facilities.) Minimal information is provided here. Please refer to the application for detailed information.

PRIORITY 1 - Support efforts to preserve, maintain, and provide affordable housing					
GURA Affordable Housing (TBD. May include acquisition, MF rehab, infrastructure support, etc.)	200,000	100.0%		304,568	This request would hold the place for a TBD affordable housing project or projects. Once a budget is approved, GURA would issue a Request for Proposals or initiate a "mini-application" for developers to request use of the funding. Budget adjustments would be within this activity (+/-).
GURA Housing Rehab Loan Program (RLF, no grant)	244,074	100.0%		244,074	Anticipated revolving loan funds to continue the single-family housing rehab loan program.
United Way Coordinated Assessment and Housing Placement System (CAHPS) (Public Service)	20,000	23.0%		10,000	CAHPS is a regional entity which works to house the homeless through assessment, assistance, and housing assignments. Because this is a regional effort, benefit to Greeley would need to be demonstrated.
Greeley Transitional House (Public Service)	10,000	38.0%		10,000	Continued support for the housing case manager. An estimated 300 shelter residents will receive the service. Funding provided annually since 2015 for this activity.
TOTAL HOUSING ACTIVITIES	**474,074**		**0**	**568,642**	

Priority 2 - Support efforts to revitalize neighborhoods of the Redevelopment District					
Public Works Infrastructure Phase IV Sidewalks/Ramps	350,000	100.0%	15,000	365,000	Installation of sidewalks (including ramps), curbs, gutters, and other associated infrastructure in Redevelopment District, locations TBD, but as mapped. This activity has been funded for the past three years.
Public Works Infrastructure-Alley reconstruction Phase II	150,000	75.0%	5,000	155,000	Reconstruction of approximately 12 alleys in the Redevelopment District with Recycled Asphalt Millings; expected life span is 10-12 years, with a cost of $12,000-$15,000 per alley. This would continue this infrastructure activity for a second year.
Public Works Infrastructure-Install speed zone feedback signs in school zones	70,000	100.0%	3,000	0	Install speed zone feedback signs near schools. Locations must meet LMI area benefit requirements. Approx 15 signs.
Forestry Infrastructure-Parkway Tree Planting	20,000	87.0%	500	20,500	Purchase and plant trees in parkways of the Redevelopment District. Since 2012, CDBG has funded 258 trees on 175 properties. The applications requests an increase in funding.
Public Works Clean-up weekend (Public service)	15,000	19.0%	0	15,000	Continuation of the annual clean-up weekend support. In 2019, 2,299 vehicles and 100 double axle trailers passed through the gate. CDBG funds since 1998.
TOTAL NEIGHBORHOOD ACTIVITIES	**605,000**		**23,500**	**555,500**	

	Requested	CDBG %	Management	Recommended	
PRIORITY 3 - Support public services that assist homeless, low- moderate-income, underserved, and special needs residents					
North Colorado Health Alliance Community Action Collaborative	30,000	50.0%		15,000	Continuation of support for the Community Action Collaborative, providing diversion for non-emergent 911 calls. An estimated 500 unduplicated persons will receive the service annually. CDBG funds have been received since 2017.
United Way Cold Weather Shelter	25,000	14.0%		20,000	Continued support of the cold weather shelter 2020-2021 season). An estimated 525 will utilize the shelter; duplicate numbers estimated at nearly 10,000 Funding was provided for 2016-2017 and 2019-2020 cold weather seasons.
Catholic Charities Guadalupe Community Center	15,000	20.0%		10,000	Continued support of the case management services provided at Guadalupe Community Center. Estimates are that 600 (unduplicated) persons will receive the case management service. This activity has received CDBG funding since 2016.
Senior Resource Services	15,000	20.0%		10,000	Funds would assist with costs of providing transportation to seniors over age 60. It is estimated that 250 seniors will be provided with the service. This would be the second year of CDBG funding.
TOTAL PUBLIC SERVICE ACTIVITIES	**85,000**		**0**	**55,000**	
TOTALS	**1,332,074**		**23,500**	**1,347,142**	

ESTIMATED RESOURCES	
Projected grant amount	840,000
Program Income (includes HAPP RLF)	125,068
SF Rehab Revolving Loan Funds	244,074
Projected unallocated prior years	138,000
Total estimated resources	**1,347,142**

*Program income could increase if NSP3 closes (approximately $40,000) and with if HAPP houses payoff loans.

*Public service % (as recommended) - 10.7%.

*Administration to increase/decrease to full 20% of grant.

*If funding is more or less than expected, adjustments to the budget would be made within the GURA housing activity.

*2017 grant - $798,743; 2018 grant - $860,863; 2019 grant - $824,255.

Attachment D

GREELEY URBAN RENEWAL AUTHORITY
RESOLUTION No. 1
SERIES 2019

RESOLUTION RECOMMENDING APPROVAL OF THE 2020-2024 CONDOLIDATED PLAN AND THE 2020 ANNUAL ACTION PLAN FOR THE PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET FOR 2020, AS AN ANNUAL COMPONENT OF THE CONSOLIDATED PLAN

WHEREAS, the City of Greeley is eligible to participate in the Community Development Block Grant (CDBG) program, an initiative of the Federal Department of Housing and Urban Development; and

WHEREAS, an application for assistance from the CDBG requires the preparation and adoption of a 5-year Consolidated Plan to identify needs and analyze market conditions for low-moderate-income residents and neighborhoods to help formulate priorities and a five-year plan, and then annual "Action Plans" to implement the identified priorities and goals of the Consolidated Plan; and

WHEREAS, the City of Greeley is entitled to apply for an estimated amount of $840,000 for the 2020 Annual Year; and

WHEREAS, after receiving appropriate citizen input and public participation, drafts of the 2020-2024 Consolidated Plan and 2020 Annual Action Plan have been devised with budgets (2020-2024 and 2020) and identification of specific activities to be undertaken during 2020; and

NOW, THEREFORE, BE IT RESOLVED by the Greeley Urban Renewal Authority that the 2020-2024 Consolidated Plan, 2020 Annual Action Plan, and the attached CDBG 2020 program budget are recommended for adoption in order to address the community development needs identified in the City's Consolidated Plan.

Signed and approved this 14th day of August 2019.

GREELEY URBAN RENEWAL AUTHORITY

Jediah Cummins – Board Chair

ATTEST:

Rebecca L. Safarik – Board Secretary

Attachment E

2020-2024

CONSOLIDATED PLAN

And 2020 Action Plan

City of Greeley

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Greeley, Colorado (the City) annually receives two grants from the U. S. Department of Housing and Urban Development (HUD): the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME) grant. The grants are to assist the City in matters of community development, housing, and services for the low-moderate-income residents of the City. Prior to distributing the grant awards, the City must develop a Consolidated Plan to identify the priorities and goals that will potentially receive funding from one of the named grants.

This Consolidated Plan is for the years 2020-2024. Administration of the grants will be via the Economic Health and Housing Department, Greeley Urban Renewal Authority (GURA) Division.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

A number of affordable housing, homeless, and non-homeless community development needs were identified in the Needs Assessment and Market Analysis, as well as through the consultation and citizen participation processes. Consolidated Plan goals were set to address the priority needs identified:

- Support efforts to preserve, maintain, and provide access to affordable housing for homeless, low-moderate-income, underserved, and/or special needs residents
- Support efforts to revitalize neighborhoods of the Redevelopment District
- Support public facilities that serve the homeless, low-moderate-income, underserved, and/or special needs residents OR low-moderate-income neighborhoods
- Support public services that assist homeless, low-moderate-income, underserved, and special needs residents

The City's CDBG resources are not sufficient to leverage enough funding to address all needs identified in the Consolidated Plan process and chose to focus on what appeared to be the most immediate needs.

3. Evaluation of past performance

The City recorded strong performances and made good use of its federal funds during the 2015-2019 Consolidated Plan years. With CDBG and HOME funds it was able to address issues of infrastructure, housing, public facilities, and public services and through the use of those federal grants, bettered low-moderate-income neighborhoods and households. This period saw new

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economic growth and a recovery from the housing recession. CDBG and HOME provided the City with needed additional resources to address issues for its low-moderate-income residents and neighborhoods.

Reporting

The City has consistently met its reporting requirements. The Action Plan is ready for submittal to HUD by November 15th, and the Consolidated Annual Performance and Evaluation Report (CAPER) is submitted by March 30th (both annually). Electronic versions of the City's most recent Consolidated Plan, Annual Action Plan, and CAPER are available to the public on the City's website at www.greeleygov.com/services/greeley-urban-renewal-authority.

Timeliness

After meeting the timeliness requirement to have no more than 1.5x the annual grant undrawn at October 31st since 2009, the City missed the timeliness check in 2017 and was under a workout program with HUD to return to timeliness compliance during 2018. The City met the workout program goals and returned to compliance at the 2018 timeliness check.

Activity Implementation

The City implemented all but one of activities identified in the 2015-2019 Consolidated Plan, the exceptions being acquisition of real property and continuation of the Homes Again Purchase Program. No suitable property was identified that would benefit a low-moderate-income neighborhood. Additionally, Homes Again Purchase Program revolving loan funds were reallocated, which resulted in an additional five activities being completed in 2018.

4. Summary of citizen participation process and consultation process

January 23	Citizens Committee for Community Development (CCCD) – comments on proposed priorities prior to GURA Board recommendation to Council
February 14	Met with local non-profits serving Greeley's low-moderate-income (LMI) population; consulted with individual agencies that expressed interest February 14-February 28
March 1-12	Surveys online and paper to help identify LMI community issues and priorities; provided to non-profit agencies for their clientele to complete; availability noted in City newsletter
March 13	Meeting of the GURA Board of Commissioners to set priority recommendations for City Council; open to public; non-profit agencies invited to attend and speak to the proposed priorities
April 9	City Council Work Session – present GURA Board recommendation of priorities
April 16	Council approved Consolidated Plan priorities
June 1-14	Consultations with local non-profits with regard to client needs
June 17	Public meeting for Consolidated Plan/Action Plan information
June 25	Public meeting for Consolidated Plan/Action Plan information

July 30 CCCD – application review for 2020 CDBG funding
August 14 GURA Board – application review and Public Hearing for 2020 CDBG funding
August 15-September 22 30 day comment period for draft of 2020-2024 Consolidated Plan and 2020 Action Plan
October 1 City Council Public Hearing for 2020-2024 Consolidated Plan and 2020 Action Plan; approval of 2020 CDBG budget
October 7-November 6 30 day comment period for final 2020-2024 Consolidated Plan and 2015 Action Plan

5. Summary of public comments

Public comments consisted of responses to the community needs survey that was available March 1-March 15, 2019, comments of the Citizens Committee for Community Development and the GURA Board of Commissioners, and comments from agencies working with low-moderate-income, homeless, and special needs residents. The public expressed that Greeley has a range of housing and community development needs. Comments were most prevalent around the need for affordable housing and services that assist with housing needs (rent, deposit, utility assistance, for example) and the need for improvements to the conditions of low-moderate-income neighborhoods. Needed public improvements that were cited most frequently included sidewalk improvements ADA accessibility improvements, and the need for additional streetlights. Comments also supported the needs for public services, particularly for homeless persons, people with disabilities (mental and/or physical), seniors, residents using public transportation, and for assistance with housing issues (rent, deposit, utility assistance, for example).

Survey results and a summary of comments received are provided in Appendix B.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments received were accepted, reviewed, and considered during the development of the Consolidated Plan. The Consolidated Plan was developed based on the needs identified, and priorities were set to best meet those needs considering the resources the City expects to be available.

7. Summary

The needs identified that could be addressed with CDBG or HOME funds are too many and broad for the expected available resources. In prioritizing needs and supportive goals, the City expects a shift away from supporting public service activities as heavily as in prior years and toward activities that are housing and capital-project related (neighborhood revitalization). Across income levels, the City hears the need for additional housing, and will address that need through CDBG and HOME support to the greatest extent possible.

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The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	GREELEY	Economic Health & Housing-Greeley Urban Renewal Authority
CDBG Administrator	GREELEY	Economic Health & Housing-Greeley Urban Renewal Authority
HOME Administrator	GREELEY	Economic Health & Housing-Greeley Urban Renewal Authority

Table 1 – Responsible Agencies

Narrative

The City of Greeley is the recipient of both the Community Development Block Grant and the HOME Investment Partnership Program grant. Through an intergovernmental agreement, the Greeley Urban Renewal Authority (GURA) administers both grants for the City, including development and implementation of the 2020-2024 Consolidated Plan, Annual Action Plans, and Consolidated Annual Performance and Evaluation Reports. Additionally, it is responsible for implementing the projects and activities receiving CDBG and/or HOME funds and ensuring cross-cutting requirements are met.

GURA is overseen by a seven-member Board of Commissioners, which is appointed by the City Council. The Board sets policy, makes budget recommendations to the Council through an annual competitive process (CDBG), and reviews and approves applications for HOME funds.

Additionally, the City has a Citizens Committee for Community Development made up of representatives of the City's Redevelopment District (target) neighborhoods. The Committee meets three to four times per year to lift up neighborhood concerns and review CDBG applications to make recommendation to the GURA Board.

Consolidated Plan Public Contact Information

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PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

City staff oversaw the consultation required to complete the 2020-2024. Staff participates in local and regional (Weld and Larimer Counties) meetings that provide insight to the needs of neighborhoods and residents who could be supported through the CDBG and HOME grants. Particularly of note are the following:

- The City formed a new department – Economic Health and Housing – to work with private industry, businesses, developers, and social service agencies. The Greeley Urban Renewal Authority, formerly part of Community Development and the City Manager's Office, migrated to that department.
- Regional meetings included work to leave the Balance of State Continuum of Care and form the Northern Colorado Continuum of Care; staff sat on both the general membership committee and on the Governing Board. The cities of Greeley, Loveland, and Fort Collins and non-profit agencies serving the homeless were all part of the regional meetings.
- The City meets throughout the year with United Way and agencies that work with homeless and other low-income persons and their housing needs in the implementation and support of *Welds Way Home*, the County initiative to end homelessness. At United Way's direction, a Coordinated Assessment and Housing Placement System (CAHPS) CAHPS system was implemented utilizing the Housing First model and the Housing Navigation Center was opened. The City supports this effort by paying rent on the Housing Navigation Center. (CAHPS is the homeless response system for Larimer and Weld Counties. CAHPS identifies and then prioritizes the most vulnerable households for the limited hosing resources that are available in both counties.)
- Much of the City's consultation and coordination involve maintaining ongoing relationships with the local non-profit service providers. These agencies implement a number of CDBG/HOME activities and are the "boots on the ground" when it comes to knowing the needs of low-moderate income residents of the City.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

See note above with regard to City staff involvement in the Continuum of Care and the formation of a new Continuum specific to Northern Colorado. The Continuum's coordination and effort are discussed in great detail in other parts of this Consolidated Plan.

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Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City's involvement with allocating ESG funds (etc.) is limited to the work staff does with the Continuum of Care. Through 2019, the northern Colorado communities were a part of the Balance of State Continuum of Care, which was managed by the Colorado Coalition for the Homeless. The only input was through a northern Colorado representative on the Balance of State governing board and there was no control over the ESG funds. As the Northern Colorado Continuum of Care is being formed, standards, outcomes, funding development, and HMIS procedures and policies are being developed.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Note: All of the groups in the table above were invited to attend the meeting for general information and an overview of the Five-Year Plan process. At that time, they indicated interest in a one-on-one meeting, and City staff also met with them in that manner. They were provided with a survey to complete and asked to disburse the surveys to their clientele. It is anticipated that there will be CDBG applicants from the list during the Five-Year Plan.

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?
A Woman's Place	Domestic violence shelter	Homeless facilities; special needs facilities and services
Boys & Girls Club	Services for children and youth	Non-housing community development
City – Forestry Program	Self-explanatory	Non-housing community development
City – Streets	Self-explanatory	Non-housing community development
City of Greeley – Public Works	Self-explanatory	Non-housing community development
Connections for Independent Living	Services and advocacy for persons with disabilities	Special needs facilities & services
Greeley Center for Independence	Housing and services for persons with disabilities	Special needs facilities & services

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Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?
Greeley Housing Authority	Housing Authority	Housing; public housing
Greeley Transitional House	Transitional housing and services for homeless families	Homeless
Guadalupe Community Center (Catholic Charities)	Shelter and services for persons who are homeless	Homelessness
Habitat for Humanity	Construction of affordable housing	Affordable housing
Life Stories	Services for abused neglected children	Special needs facilities & services
Northern Colorado Health Alliance – Community Action Collaborative	Services for homeless & others in need	Homelessness; special needs & services
Northern Colorado Veterans Resource Center	Veterans services	Special needs facilities & services
North Range Behavioral Health	Housing and services for persons with mental disabilities	Housing; Special needs facilities & services
Senior Resource Services	Transportation services for seniors	Special needs facilities & services
The Salvation Army	Services for homeless and other in need	Homelessness
United Way – Cold Weather Shelter	Shelter & services for homeless	Homelessness
United Way – Northern Colorado Continuum of Care	Solutions to homelessness	Homelessness
United Way – *Welds Way Home*	Solutions to homelessness	Homelessness
Weld County Department of Health & Environment	County-wide health/ environment	Interested agency; no specific Con Plan focus

Table 2 – Agencies, groups, organizations who participated

Agencies had two opportunities to consult with the City on the Consolidated Plan. A group meeting was held with all known agencies working with low-moderate-income residents or neighborhoods invited. Following the group meeting, interested agencies were invited to meet one-on-one with City staff to discuss needs and provide comments on how priorities would be determined.

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Identify any Agency Types not consulted and provide rationale for not consulting

The City invited a very broad spectrum of agencies to consult. The decision not to participate was at the agencies' discretion, not as a result of City staff rationale. Agencies that were invited to participate, but chose not to, include the following:

Agency	Focus
Catholic Charities	Farm labor housing
Greeley Housing Authority	Public housing/Section 8
High Plains Library	Library and other associated services
Immigrant & Refugee Center of Northern Colorado	Immigrant & Refugee services
Maxfield Services Corporation of Greeley	Housing/property management
Sunrise Community Health	Health
Weld County School District Six	Education
Weld Food Bank	Food security
Various City Departments not mentioned above	Varied

Table 3 – Agencies, groups, organizations who did not participate

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Imagine Greeley!	City of Greeley-Community Development Department	This is the City's Comprehensive Plan, a policy guide that provides a framework for public and private growth and development decisions made by the City of Greeley over the next ten to twenty years. The Consolidated Plan for federal grants helps the City implement its identified framework.
City of Greeley Strategic Housing Plan	City of Greeley-Community Development Department	The Strategic Housing Plan implements the housing portion of Imagine Greeley!

Table 4 – Other local / regional / federal planning efforts

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Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Other than as discussed in sections regarding the Continuum of Care and the regional efforts between Weld and Larimer Counties, there were no discussions with other public entities, the State, or adjacent units of local government.

Narrative (optional):

No further narrative needed.

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The Citizen participation process included the use of surveys (paper and online), three neighborhood meetings, online information, consultations, and meetings with the Citizens Committee for Community Development and the GURA Board of Commissioners. Surveys and consultations generated the most comments. Valuable input was received also from the Citizens Committee and GURA Board, whose members are very in-tune with the needs of the low-moderate-income residents and neighborhoods of Greeley.

Social media was utilized to notify the public of the Consolidated Plan process, meetings, survey availability, etc., including use of the City calendar, Twitter, Facebook, Next Door, and the City's webpage. Non-profit agencies working with the homeless and/or low-moderate-income residents were encouraged to provide the survey to their clientele for input.

Comments received through the citizen participation process were valuable when developing the priorities of the 2020-2024 Consolidated Plan. City staff is very informed of community needs; the citizen participation process validated the city staff views.

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Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
Public Surveys	City-wide, but clientele of non-profit agencies particularly targeted	74 surveys returned in various stages of completion	See summary above	None
Two neighborhood meetings for Consolidated Plan; 2020 Action Plan	Any interested Greeley resident, particularly with low-moderate-incomes or in LMI neighborhoods	1st meeting – one attendee 2nd meeting – two attendees	Supported the need for additional affordable housing.	None
Citizens Committee for Community Development	Representatives of Redevelopment District neighborhoods	Five attendees	See Appendix B	None
GURA Board – Meeting to set priorities; open to public	Non-profit agencies that could be affected by new priorities	Eight attendees from non-profit agencies	See Appendix B	None
GURA Board – Public Hearing for 1st Year Action Plan budget	Any interested Greeley resident	No one from public.	NA	None
30-day comment period	Any interested Greeley resident			None
City Council Public Hearing for ConPlan and 1st Year Annual Action Plan	Any interested Greeley resident			Public services
2nd 30-day comment period	Any interested Greeley resident			NA

Table 5 – Citizen Participation Outreach

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Needs Assessment

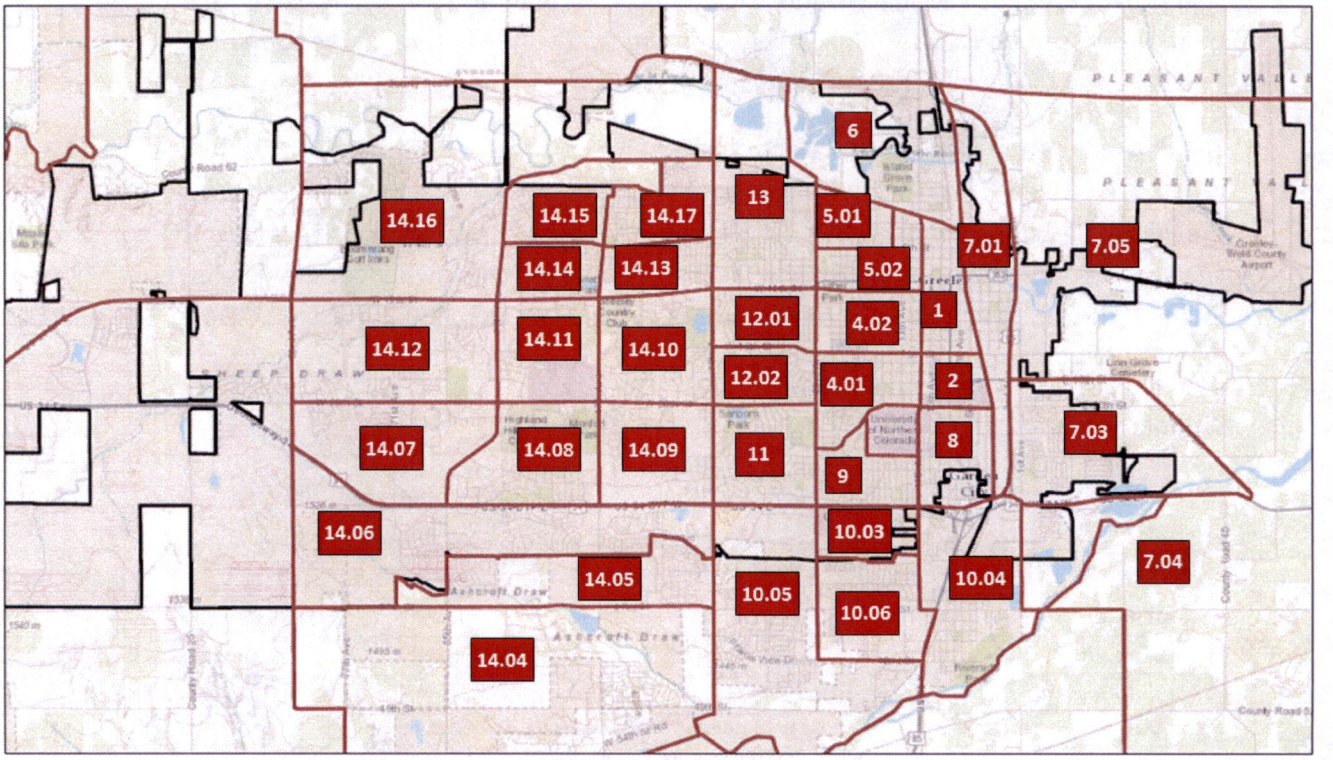
NA-05 Overview

Needs Assessment Overview

The Needs Assessment (NA) section of the City of Greeley's Consolidated Plan provides information on the housing needs and related problems of community residents of varying levels of income, as well as the needs of persons who are homeless or with special needs and non-housing related community development needs.

Data cited in the Needs Assessment was populated by HUD from Census and Comprehensive Housing Assistance Survey (CHAS) information. The "Base Year" for data is the 2000 Census; the "Most Recent Year" data is from the 2011-2015 American Community Survey; CHAS data is also from those years. (More current information is available; however, the City chose to use the data as provided by HUD, for the most part. Where data collected at the city and/or county level was used, or where old data was very inadequate, the updated source is noted as the table data source.)

Maps came from several sources: the eCon Planning Suite, HUD Low Moderate Income Summary Data; and maps provided through Affirmatively Furthering Fair Housing. In most cases, the data is provided by Census Tract; however, data may be for an area as small as the Block Groups. For later reference, the following map provides Census Tract numbers for the City of Greeley. Other maps are in Appendix A.



Map 1 – Census Tract Numbers

Data Source: U. S. Department of Housing and Urban Development-eCon Planning Suite

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The City of Greeley has experienced an increase in both population and households, reflecting regional trends in Northern Colorado overall. According to ACS data, there were 97,075 residents and 33,103 households in Greeley in 2015. This represents a five percent increase in population and a nine percent increase in households since 2000. (Census data from July 2018 showed continued growth, putting Greeley's population at 107,348.) Greeley is the largest city in Weld County and accounts for approximately 1/3 of the county's population.

The population growth is a significant factor in one of Greeley's biggest housing needs: the need for additional housing at all income levels. The lack of availability contributes to high housing costs, in both rental and for-sale units, and coupled with wages that have not kept pace with housing costs, have created housing cost burdens for many Greeley residents.

Greeley is home to a diverse range of households and a variety of housing needs. Data and consultations with local non-profit housing/service providers indicated that, in addition to low-income households in general, there are specific populations with increased housing needs, including persons with mental or physical disabilities, large families (needing more than two bedrooms), the elderly, and the homeless.

As well, it was noted that housing for persons with extremely low incomes who need wrap-around supportive services is lacking. For this population, living without services and support often leads to homelessness or housing instability. For some elderly, the need comes in the form of housing rehabilitation to allow for aging in place.

The data tables provided by HUD are utilized when discussing housing needs; however, because the data is dated, it is of equal importance to consider information received from the local non-profit housing providers consulted and City staff's general knowledge about Greeley housing issues. The non-profit agencies see daily the housing needs of the City's homeless and low-moderate-income residents. The intent of the tables and Housing Needs Assessment is to identify housing needs that might be addressed with CDBG and/or HOME funds during 2020-2024 Consolidated Plan years.

Demographics

Demographics	Base Year: 2000	Most Recent Year: 2015	% Change
Population	92,889	97,075	5%
Households	29,274	33,103	9%
Median Income	$36,414	$46,272	15%

Table 6 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2011-2015 ACS (Most Recent Year)

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Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	4,755	4,795	6,145	3,405	14,660
Small Family (2-4 people)	1,430	1,530	2,465	1,245	7,365
Large Family (more than 4 people)	335	615	835	500	1,540
With at least one person ages 62-74	570	895	865	595	3,010
With at least one person age 75+	540	695	675	300	1,230
With one or more children age 6 or younger	1,115	905	1,755	590	1,585

Table 7 - Total Households Table
Data Source: 2011-2015 CHAS

Housing Needs Summary Tables Housing Problems

1. Housing Problem 1 (Households with one of the listed needs)

Tenure	Renter					Owner				
% of AMI	0-30%	>30-50%	>50-80%	>80-100%	Total	0-30%	>30-50%	>50-80%	>80-100%	Total
Problem	Number of Households									
Substandard Housing - Lacking complete plumbing or kitchen facilities	125	220	70	10	425	15	4	15	25	59
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	80	70	90	10	250	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	185	255	175	4	619	155	110	95	80	440
Housing cost burden greater than 50% of income (and none of the above problems)	2,075	705	240	25	3,045	585	515	290	65	1,455

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Tenure	Renter					Owner				
% of AMI	0-30%	>30-50%	>50-80%	>80-100%	Total	0-30%	>30-50%	>50-80%	>80-100%	Total
Housing cost burden greater than 30% of income (and none of the above problems)	380	1,265	1,370	150	3,165	135	440	770	555	1,900
Zero/negative Income (and none of the above problems)	330	0	0	0	330	115	0	0	0	115

Table 8 – Housing Problems Table
Data Source: 2011-2015 CHAS

2. Housing Problem 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

Tenure	Renter					Owner				
% of AMI	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Problem	Number of Households									
Having 1 or more of four housing problems	2,460	1,250	575	50	4,335	755	630	405	170	1,960
Having none of four housing problems	740	1,900	2,930	1,265	6,835	355	1,015	2,240	1,920	5,530
Household has negative income, but none of the other housing problems	330	0	0	0	330	115	0	0	0	115

Table 9 – Housing Problems 2
Data Source: 2011-2015 CHAS

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3. Housing Problem 3 (Cost Burden > 30%)

Tenure	Renter				Owner			
% of AMI	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Problem	Number of Households							
Small Related	890	815	560	2,265	255	270	495	1,020
Large Related	150	225	180	555	90	190	104	384
Elderly	410	455	235	1,100	344	440	245	1,029
Other	1,375	800	720	2,895	115	145	250	510
Total need by income	2,825	2,295	1,695	6,815	804	1,045	1,094	2,943

Table 10 – Cost Burden > 30%
Data Source: 2011-2015 CHAS

4. Housing Problem 4 (Cost Burden > 50%)

Tenure	Renter				Owner			
% of AMI	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Problem	Number of Households							
Small Related	795	230	50	1,075	205	150	125	480
Large Related	115	60	15	190	90	115	4	209
Elderly	290	240	55	585	270	210	85	565
Other	1,190	345	140	1,675	105	70	80	255
Total need by income	2,390	875	260	3,525	670	545	294	1,509

Table 11 – Cost Burden > 50%
Data Source: 2011-2015 CHAS

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5. Housing Problem 5 (Crowding-More than one person per room)

Tenure	Renter					Owner				
% of AMI	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Problem	Number of Households									
Single family households	255	265	245	4	769	155	80	55	60	350
Multiple, unrelated family households	0	55	20	0	75	0	30	20	20	70
Other, non-family households	4	0	0	10	14	0	0	25	0	25
Total need by income	259	320	265	14	858	155	110	100	80	445

Table 12 – Crowding Information – 1/2
Data Source: 2011-2015 CHAS

5. Housing Problem 5 Continued (Households with Children Present)

Tenure	Renter				Owner			
% of AMI	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2
Data Source: 2011-2015 CHAS

Describe the number and type of single person households in need of housing assistance.

In 2015, there were 33,103 households in Greeley (Table 5). While the Table does not provide information on single-person households, the information was available on the U. S. Census website in the 2011-2015 ACS, which noted 26.2% were single-person households. There was no table data provided for number and type of single persons with housing problems.

Single-person households in need of housing assistance identified during consultations with local non-profit housing and service providers included homeless persons and persons with disabilities (both mental and physical). It is difficult to put an accurate number to the need, but 524 single homeless persons stayed at the cold weather shelter, and agencies working with people with disabilities estimated the need of their clientele at about 175 (based on use of housing vouchers, wait lists for the vouchers, and just general knowledge of the population with whom they work). Additionally, A Woman's Place (the local domestic violence shelter) worked with 194 single persons in 2018.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Data was not broken out in the named categories in the tables provided by HUD.

From locally obtained information, A Woman's Place reported 83 families utilized the domestic violence shelter in 2018 (parent with one or more children under age 18). Information collected at the Cold Weather Shelter during the 2018-2019 winter season noted 105 people who cited disability as a factor in their homelessness.

What are the most common housing problems?

The most common housing problem in Greeley, based on table data, is severe cost burden, particularly for renter households at the lowest levels of income (<30% AMI, 31-50% AMI). While overcrowding and substandard housing are housing problems for some households, they are not nearly as common as cost burden.

Associated with cost burden, is the general lack of available/affordable housing. The two problems go hand-in-hand; as availability decreases, costs rise (and thus cost burdens).

Are any populations/household types more affected than others by these problems?

Utilizing the data from the tables provided, in all categories of housing problems, renters experience one of the housing problems for which data is provided at nearly double the rate of a homeowner, and, as would be expected, the greatest percentages of households with one or more housing problems for which data was provided are those with the lowest incomes.

Consultations with non-profit agencies noted a number of populations affected at a greater rate. They are noted in the following section.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Characteristics: A number of characteristics were mentioned during consultations with local service/ housing providers, including the following:

- **Age and gender** – Characteristics within the age and gender category include single persons, particularly single mothers and single women who often have no support (financial or emotional) or who need services along with housing (minimal to significant); women who are domestic violence survivors; grandparents raising grandchildren; youth (ages 18-24); and the elderly.

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- **Generational poverty** – Many individuals and families have lived in poverty (or with low or moderate-income) for generations and know nothing else. Generational poverty is a big barrier for these individuals and families.

- **Domestic violence or abuse/neglect of a child(ren)** – Characteristics of this population were cited as having a lease or mortgage that is shared/co-signed or held by the abuser; sharing housing with family or friends to escape the abuse (which can lead to overcrowding or overextending welcome); and a lack of funds under their control or readily available to support a move.

- **Education and employment** – A lack of training or education; employment (often two or more household incomes) that is not sufficient for housing and other expenses; and inexperience or lack of knowledge with life skills in general (i.e. how to be a good tenant, how to budget and manage money, etc.) were noted.

- **Disabilities and health** – Characteristics include having a mental or physical disability, chronic illness or medical condition, or developmental delay; and substance abuse. At a high rate, many people with housing insecurities have survived a traumatic life event(s) that makes functioning within societal norms challenging.

- **Rent difficulties** – Rent difficulty characteristics include having a history of eviction(s) and experiencing dramatically increasing rents. Local non-profit agencies related that people with a record of evictions are often required to have 2-3 times a normal deposit, and while there is assistance for rents and utilities available, no such assistance exists for deposits. Further, it was noted that some tenants are experiencing rent increases of more than $100/month.

- **Veterans** – Veterans of all ages and their families.

- **Criminal record** – Individuals exiting a jail or the Department of Corrections or who have a criminal record; particularly those with a felony record have a very difficult time finding housing.

Needs: A number and variety of needs were named during consultations with non-profit providers, varying from small amount of monetary assistance to pay rent and/or utilities for a month or limited supportive services to significant financial and/or case management that provides assistance in all areas of a client's life. Specific areas of need cited by the local non-profit agencies include assistance with transportation costs; assistance with childcare; life skills training; housing that is affordable, available, and of a size specific to family need; assistance navigating through available programs and services; assistance with rental deposits; higher wages; access to affordable insurance and holistic medical care; and job training or further education.

Rapid Re-housing – The needs of formerly homeless families and individuals receiving rapid re-housing assistance and nearing termination of the assistance are essentially the same as those at risk of becoming homeless.

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Staff of the Greeley Transitional House, which manages the rapid re-housing funds received in Greeley, noted the need is for affordable housing, particularly for large families (3-4 bedrooms). Additionally, most families in the shelter have no reliable vehicle, so access to public transportation is critical.

The need for higher wages was cited frequently by the non-profits agencies consulted. Two-income households are not uncommon (sometimes more than 40 hours a week or more than one job), but with income that is still inadequate to cover housing costs and other expenses.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable. The City does not have an estimate of the at-risk population(s).

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Many housing characteristics that may lead to instability and increased risk of homelessness are linked to the lack of availability of affordable housing, including the high cost to rent or buy housing, housing costs that exceed what wages will support, and the lack of housing for persons needing support (case management or subsidized housing, for example) or accessibility. Other characteristics include overcrowding (caused by extra friends and/or family members staying in the unit), the condition of housing units (unsafe or unhealthy) or neighborhoods that are unsafe (or perceived to be so), and the need for renovations that would improve livability (for example a walk-in shower or wider doorways).

Discussion

Developing affordable housing is a considerable challenge for the City. The need for additional housing units in general has been an ongoing conversation in Greeley for several years, and it recently rose to the surface as a priority issue. In 2018, after input and assistance from a Housing Task Force, data assistance from outside consultants, and support and analysis of city staff, the Greeley City Council adopted a Strategic Housing Plan. The Plan identified seven key constraints or challenges to housing affordability and set nine recommended strategies to address housing affordability and supply.

Thirteen agencies and the Greeley Housing Authority were consulted during the formation of the Housing Needs section of the Consolidated Plan, all of whom work with households who face housing challenges. Across the board, the lack of housing and affordable units were mentioned as links to homelessness or housing instability. There were concerns for the agencies' specific populations, but staff from all agencies also mentioned the difficulties persons who have experienced chronic and/or traumatic events face when trying to find and maintain stable housing.

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While the tables provided good information, the better information came from the community and those agencies directly involved with low-moderate-income persons and housing needs, who see the need and hear the stories on a daily basis. When conducting the housing needs assessment, the City highly valued this knowledge and experience and took it into consideration when determining need how and to best address the need through priorities for the next five years.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section provides information on households that have disproportionate housing problems (as defined the data tables provided by HUD) based on race, ethnicity, and income range. For the purposes of the Consolidated Plan, "disproportionate need" occurs when a specific population group has a level of need that is at least 10% higher than the level of need of all households in a particular income category. An example of this is if 50% of households earning between 50-80% of area median income have a housing problem and 62% of the Hispanic residents in the same income category (50-80% AMI) have a housing problem, then the Hispanic population would have what is considered a disproportionate need.

The race and ethnicity definitions are those used by the U. S. Census, while income ranges are provided by HUD and are percentages of the Area Median Income for a household of four. Those income categories are <30% AMI (extremely-low income), 31-50% AMI (low income), 51-80% AMI (moderate income), and 81-100% AMI (middle income). HUD programs are primarily to benefit households earning 80% or less of the AMI or low-moderate-income areas.

Associated maps for each income category (except 81-100% AMI, an income range not eligible for CDBG or HOME funding) provide a visual of the housing problems by Census Tract and are located in Appendix A.

0%-30% of Area Median Income

Housing Problems The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%	**Has one or more of four housing problems**	**Has none of the four housing problems**	**Household has no/negative income, but none of the other housing problems**
Jurisdiction as a whole	3,730	575	445
White	2,060	395	270
Black / African American	160	0	55

Housing Problems The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	39	10	20
American Indian, Alaska Native	35	0	25
Pacific Islander	0	0	0
Hispanic	1,315	170	80

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

>30%-50% of Area Median Income

Housing Problems The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,585	1,210	0
White	1,880	745	0
Black / African American	95	0	0
Asian	90	4	0
American Indian, Alaska Native	35	0	0
Pacific Islander	0	0	0
Hispanic	1,415	445	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source:2011-2015 CHAS

>50%-80% of Area Median Income

Housing Problems The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,115	3,030	0
White	1,825	1,770	0
Black / African American	115	25	0
Asian	15	40	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	1,085	1,130	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source:2011-2015 CHAS

>81%-100% of Area Median Income

Housing Problems The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	925	2,485	0
White	695	1,695	0
Black / African American	20	65	0
Asian	0	25	0
American Indian, Alaska Native	0	19	0
Pacific Islander	0	0	0
Hispanic	210	650	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

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Discussion

Income

As income levels increase, the number of households with housing problems reduce. (At the 0-30% AMI category, 3,730 households have one or more of the named housing problems, as compared to 925 households at the 81-100% AMI category.) See Maps 4-8 in Appendix A.

Race and Ethnicity

People of the Hispanic ethnicity, in all income categories, account for between 23% (at the 81-100% income category) and 39% (at the 31-50% income category) of all households that experiences one or more of the named housing problems. The percentage of people in Greeley of the Hispanic ethnicity per the 2011-2015 ACS was 37%. None of the other races exceed 4% (experienced by Black/African American households at both the 0-30% AMI and 51-80% AMI income categories). See Maps 9-10 in Appendix A.

Substandard Housing

The number of households with substandard housing is not broken out on the data table, i.e., data recognizes a "housing problem", but not specifically "substandard housing". Reference the Appendix maps. See Maps 11-13 in Appendix A.

City staff, however, questions some of the map data, specifically for Census Tracts 14.06, 14.08, 14.12, and 14.10. Those Census Tracts have middle-higher-end housing; some have a good deal of commercial zoning. It seems unlikely that there is substandard housing of the percentages noted on the maps, and there is little housing in these areas that would be affordable to lower-income residents.

Substandard housing generally exists east of 35th Avenue and west of U. S. Highway 85, in low-moderate-income Census Tracts where housing is dated. Higher percentages of minority races and persons of Hispanic ethnicity reside in these areas.

Overcrowding

Again, the tables do not provide information specifically for overcrowding. Reference Appendix maps. Overcrowding occurs most often in the northeastern, eastern, and southeastern Census Tracts (again, the lowest income Census Tracts). The highest percentage of overcrowding occurs in Census Tract 13 in northeastern Greeley, with 21.85-34.85% of the residents experiencing overcrowding. See Maps 14-16 in Appendix A.

Cost Burden

Reference the Appendix maps, excepting for middle-income households. Housing cost burden is significant throughout the City. For residents within the 0-30% income range (poverty level income), the cost burden exists for a minimum of 37.1% in nearly every Census tract of the City. A minimum of 32.8% of residents in the 31-50% income category experience housing cost burden (in most Census Tracts).

Housing cost burden is lowest for residents in the 51-80% income category, with 30% experiencing housing cost burden (again, in most of the City's Census Tracts). See Maps 17-19 in Appendix A.

NA-20 Disproportionately Greater Need: Severe Housing Problems

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section of the Needs Assessment provides data about households who have severe housing problems on a disproportionate basis. The "Severe Housing Problems" are noted in each table and include the lack of complete kitchen or plumbing facilities, more than 1.5 persons per room, or a housing cost burden greater than 50%.

This information is again provided by race, ethnicity and income level. See Section NA-15 of the Housing Needs Assessment for information on how "disproportionate need" is defined and how racial, ethnic, and income categories were determined.

0%-30% of Area Median Income

Severe Housing Problems The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%	**Has one or more of four housing problems**	**Has none of the four housing problems**	**Household has no/negative income, but none of the other housing problems**
Jurisdiction as a whole	3,215	1,095	445
White	1,780	680	270
Black / African American	150	10	55
Asian	39	10	20
American Indian, Alaska Native	35	0	25
Pacific Islander	0	0	0
Hispanic	1,115	370	80

Table 17 – Severe Housing Problems 0 - 30% AMI
Data Source: 2011-2015 CHAS

>30%-50% of Area Median Income

Severe Housing Problems The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,880	2,915	0
White	1,080	1,550	0
Black / African American	40	55	0
Asian	70	20	0
American Indian, Alaska Native	24	10	0
Pacific Islander	0	0	0
Hispanic	665	1,195	0

Table 18 – Severe Housing Problems 30 - 50% AMI
Data Source: 2011-2015 CHAS

>50%-80% of Area Median Income

Severe Housing Problems The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	980	5,170	0
White	410	3,185	0
Black / African American	30	105	0
Asian	0	55	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	505	1,715	0

Table 19 – Severe Housing Problems 50 - 80% AMI
Data Source: 2011-2015 CHAS

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>80%-100% of Area Median Income

Severe Housing Problems The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	220	3,185	0
White	140	2,245	0
Black / African American	0	85	0
Asian	0	25	0
American Indian, Alaska Native	0	19	0
Pacific Islander	0	0	0
Hispanic	74	790	0

Table 20 – Severe Housing Problems 80 - 100% AMI
Data Source: 2011-2015 CHAS

Discussion

Income

As with households experiencing a "housing problem", as income levels increase, the number of households with severe housing problems reduce. At 0-30% AMI, 3,215 households experience a housing problem; at 31-50% AMI, 1,880 household; at 51-80% AMI, 980 households; and at 81-100% AMI, 220 households. The drop in the number of households experiencing a severe housing problem is significant with each increase in income category; the lower the income, the more likely it is that the household experiences a severe housing problem.

Race and Ethnicity

Table data for racial and minority disparity shows, as the data did for "housing problems", that households of the Hispanic ethnicity experience severe housing problems at a disproportionate rate. While not reaching the 10% mark needed to be considered disproportionate, Black/African Americans experience one or more severe housing problems at a rate significantly higher than minorities other than those of the Hispanic ethnicity. Reported in the 2015 American Community Survey, 2.3% of Greeley's population identify as Black/African American.

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NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section of the Needs Assessment provides information on those households that have disproportionate housing cost burdens. Housing cost burden is present when a household pays more than 30% of the gross household income for housing costs, including utilities. A severe cost burden is present when a household spends 50% of more of the gross household income on housing.

This information continues to be provided by race, ethnicity, and income level. See Section NA-15 of the Housing Needs Assessment for information on how "disproportionate need" is defined and how racial, ethnic, and income categories were determined.

Housing Cost Burden

Housing Cost Burden	<-30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	21,975	6,100	5,195	495
White	15,430	3,750	3,230	285
Black / African American	210	250	125	55
Asian	210	30	114	20
American Indian, Alaska Native	65	30	40	25
Pacific Islander	25	0	0	0
Hispanic	5,860	1,895	1,570	100

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

The housing cost burden data in the table suggests a disproportionately greater need among households of the Hispanic ethnicity. No other race or ethnicity shows a disproportionate need. The table does not provide cost burden information within individual income categories. Maps (see Appendix) show housing cost burden by income categories and Census Tracts and indicate that housing cost burdens are experienced in many areas of the City.

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NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

As noted in each Needs Assessment discussion (NA-15 to NA-25), households of the Hispanic ethnicity have a disproportionately greater need than each income category as a whole. "Hispanic" is the largest of the racial/ethnic categories represented in Greeley; all other races have very small percentages of Greeley residents.

If they have needs not identified above, what are those needs?

The 2011-2015 American Community Survey reports that 24.5% of Greeley's population speaks a language other than English at home, and 9.1% of those speak English "less than very well". Of the total, 21.9% speak Spanish at home, and 7.9% report speaking English "less than very well". These numbers are further reflected in Greeley-Evans School District 6 data, with 24% of students reported as English Language Learners (2017 data). There is a need for translating/interpreting services and forms and documents in languages other than English, as well as instruction in the English language. See the Strategic Plan, Section SP70-Anti-Poverty Strategy for information on how the City addresses this need. See Map 16 in Appendix A.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

As noted, Greeley does not have a significant racial diversity; however, it does have a large Hispanic population. The neighborhoods with the highest percentages of a minority race are in Census Tracts 2 and 10.03 where the Black population, primarily refugees and immigrants, accounts for 7.28% and 13.17% (respectively) of the total population. No other racial category reaches the 7% mark.

A number of Census Tracts in Greeley have a Hispanic population of greater than 28.18%. They are located in north, east, and south Greeley. Two have Hispanic populations that exceed 71.5% (Census Tracts 5.01 and 7.01 in northeast Greeley).

NA-35 Public Housing – 91.205(b)

Introduction

This section of the Needs Assessment provides an overview of public housing in Greeley. The Greeley Housing Authority owns manages the public housing units in Greeley and administers the City's Section 8 Housing Choice Voucher program. It is also the manager of other affordable housing units in Greeley.

Table 14 shows there are 77 public housing units with vouchers in use and 426 tenant-based vouchers (vs. vouchers that are provided to a specific housing project). The demand for vouchers greatly exceeds

the number of vouchers available; vacant units quickly re-lease, and the Housing Authority routinely closes the wait list due to the number on it. The highest concentrations of Section 8 Voucher holders tend to reside east of 35th Avenue in Greeley, which includes the areas of low-moderate-income and minority concentrations.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	77	426	0	426	0	0	0
*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 22 - Public Housing by Program Type

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	12,319	10,757	0	10,757	0	0
Average length of stay	0	0	2	5	0	5	0	0
Average Household size	0	0	3	2	0	2	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	3	109	0	109	0	0

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Disabled Families	0	0	6	171	0	171	0	0
# of Families requesting accessibility features	0	0	77	426	0	426	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	62	412	0	412	0	0	0
Black/ African American	0	0	14	10	0	10	0	0	0
Asian	0	0	1	1	0	1	0	0	0
American Indian/ AK Native	0	0	0	3	0	3	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	44	207	0	207	0	0	0
Not Hispanic	0	0	33	219	0	219	0	0	0
*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment:

Describe the needs of public housing tenants and applicants on the waiting list for accessible units.

Table 15 shows six units of public housing occupied by a family with a disability, but 77 that had requested accessibility features, indicating a need for additional accessible units. As the population continues to age, there may an increased need for accessible units.

(The Executive Director of the Greeley Housing Authority noted that the number of households requesting accessibility features greatly exceeds what is actually experienced.)

What are the number and type of families on the waiting lists for public housing and Section 8 tenant-based rental assistance?

See information in Table 26 that follows.

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Greeley Housing Authority Waiting List – 2019 at 7/1/19				
	Public Housing		Section 8	
	#	%	#	%
Elderly	0	0	14	6.3%
Families with Children	69	100%	127	57.0%
Disabled	1	1.4%	18	8.1%
Black/African American	24	34.8%	44	19.7%
American Indian/Alaska Native	0	0	0	0
Asian	0	0	0	0
Pacific Islander	0	0	0	0
White	45	65.2%	179	80.3%
Mixed Race/Other Race	0	0	0	0
Hispanic	39	56.5%	145	43.8%
TOTAL *Totals may not match due to missing information, or to a household being more than one category.	69 Households		223 Households	

Table 26 – Greeley Housing Authority Waiting List
Data Source: Greeley Housing Authority

Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

Other than the need for additional units, the most immediate need currently being seen in Greeley is with regard to rents. Fair Market Rents are not keeping pace with the rising rents in the community, with local rents in some cases exceeding the 120% allowed by HUD. With an aging population, the need for accessible units/accessibility features in housing is expected to continue to increase. Transportation also poses an immediate need for many residents. While there are bus routes near public housing units and other low-income housing developments, the cost of bus passes has made it difficult for households of the very lowest incomes to afford transportation.

How do these needs compare to the housing needs of the population at large

The needs are similar to the needs of the population at large, particularly for households that are low-moderate-income wage earners. As income levels increase, generally, the need decreases. Lower housing costs and greater availability, however, are community needs not associated with a particular income group.

The need for transportation is a common theme among service providers working with the low-moderate-income households, particularly for those with a disability and the elderly.

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Discussion

Residents of public housing units and Section 8 voucher holders have some of the most significant housing challenges and needs within the community. Table 23 indicates the average household income of public housing residents is $12,319 and $10,757 for Section 8 voucher households. Both incomes are well below a poverty-level income and are not sufficient to live comfortably.

Of the resident numbers provided in the tables, people of the white race occupy 80.5% of the public housing units (with 57% identifying as Hispanic), 18.1% are Black/African American, and 1.3% are Asian. The percentage of Black/African American households in public housing is significantly higher than the percentage of that race in Greeley overall.

Voucher holders are also more likely to be White, representing 96.7% of all voucher holders (with 49% identifying as Hispanic). Blacks/African Americans make up 2.3% of the voucher residents, while American Indian/Alaska Native and Asian races hold vouchers at less than 1%.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The City of Greeley addresses homelessness through Weld's Way Home, the countywide strategy to prevent and end homelessness in Weld County. Additionally, there is regional coordination (Weld and Larimer Counties, including the major cities of Greeley, Loveland, and Fort Collins) through the HUD-mandated Continuum of Care. Weld and Larimer Counties currently are part of the Balance of State Continuum, which includes all of Colorado except Metro Denver and the Colorado Springs area. Northern Colorado is moving toward withdrawal from the Balance of State to form its own Continuum (Northern Colorado Continuum of Care) in 2020 to better meet the needs of the Northern Colorado homeless population.

The Homeless Needs Assessment utilizes data from two sources: the January 2019 Point-in-Time Count and the 2018-2019 Cold Weather Shelter report. Data collected extends beyond people residing in the City of Greeley; however, due to the size of the other Weld County towns, the issue of homelessness is most prevalent in the Greeley-Evans area. (Greeley shares most of its southern border with Evans.)

The Point-in-Time Count is conducted at HUD's direction annually in January. In 2019, 251 people were surveyed, with 177 of those residing in a shelter and 97 in transitional housing. There were 19 people that were unsheltered.

Information was also collected at the Cold Weather Shelter, where 524 individuals utilized the shelter during its operational period of November 1, 2018 to April 15, 2019. While the physical location of the Cold Weather Shelter is in Evans, the shelter is within a block of Greeley city limits.

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If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Data was not provided for the noted categories; however, the following information from the Point-in-Time Count and Cold Weather Shelter was available:

Point-in-Time Count (251 people surveyed)

- **Chronically homeless** – 32 sheltered, 14 unsheltered (defined as continuously homeless for at least one year OR homeless on at least four separate occasions in the last three years for a total of at least 12 months of homelessness AND reporting at least one disability)
- **Families** – 32 sheltered; 0 unsheltered
- **Veterans** – 12 sheltered; 1 unsheltered
- **Unaccompanied youth** – 8 sheltered; 1 unsheltered

Cold Weather Shelter (525 people utilizing the shelter)

- **Chronically homeless** – no data
- **Chronically homeless individuals and families** – all 525 were individuals; no data on how many were chronically homeless
- **Veterans** – 32
- **Unaccompanied youth** – Must be over 18 to stay; 51 were between the ages of 18 and 24.

Nature and Extent of Homelessness: (Optional)

	Cold Weather Shelter	Point in-Time-Count	
Race	**Sheltered (overnight only)**	**Sheltered**	**Unsheltered**
White	438	194	16
American Indian/Native Alaskan	29	7	0
Native Hawaiian/Pacific Islander	5	2	0
Asian	5	0	0
African American	30	9	2
Multiple races	0	20	1
Don't Know	17	0	0
Ethnicity			
Hispanic	177	125	3
Not-Hispanic	347	107	16

Table 27 – Extent and Nature of Homelessness

Data Source: Cold Weather Shelter Intake; Point-in-Time Count

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Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The Coordinated Assessment and Housing Placement System (CAHPS) is one means of tracking families in the region (Weld and Larimer Counties) in need of housing assistance. The CAHPS numbers in the bullet points below are Weld County only numbers. Also noted is the percentage of the total that were housed in Weld County. Through the CAHPS, the following numbers of families and veterans have received housing:

- **Veterans –** CAHPS' work with veterans started in February 2016. Since then, 147 veterans have been assess and 70 housed. Of all veterans housed, 22% were housed in Weld County.
- **Families –** CAHPS' work with families started in March 2018. Fifty-five families of the 99 assessed have been housed, 41% in Weld County.
- **Single persons –** CAHPS started working to house single adults in April 2017. Of the 226 assessed, 30 have been housed. Twenty-three percent (23%) were housed in Weld County.
- **Youth –** Since CAHPS started working with youth in need of housing in July 2019, 12 have been assessed and of four housed, one was housed in Weld County.

Data from the local shelters and 2019 Point-in-Time Count provides additional information on the numbers in need of housing assistance.

- The Greeley Transitional House serves approximately 80 families per year and maintains a wait list. Annual need, based on annual numbers and the number on the wait list, was estimated at a minimum of 100 families. All types of families are seen, including single moms and dads and grandparents raising children.

- The Guadalupe Community Center has six family rooms that can accommodate up to 24 people. Additionally, due to community need, they recently added 22 mattresses that families can utilize on an emergency basis. Like with the Transitional House, all types of families are seen. Guadalupe also maintains a wait list.

- The January 2019 Point-in-Time count noted 27 sheltered households fleeing domestic violence. Greeley's domestic violence shelter, A Woman's Place, is full at any given time and served 83 families (a parent with one or more children) in 2018. They served, additionally, 127 individuals without children.

- The Point-in-Time Count reported 12 sheltered and two unsheltered single veterans. Twelve single veterans stayed at the Cold Weather Shelter during the 2018-2029 season.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Based on information from the Point-in-Time Count and the Cold Weather Shelter, persons of the White race experienced homelessness in Greeley at a substantially higher percentage than persons of any other race. Specific percentages are as follows: White-85%; Black/African American 5%; American

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Indian-4%; Native Hawaiian/Pacific Islander and Asian-1% each; Multiple Races-1%; Don't Know-2%. People of the Hispanic ethnicity accounted for 44% of the total. The nature of homelessness was not broken down to the race/ethnicity level.

The Greeley Transitional House and the Guadalupe Community Center report the only minority with a high incidence of coming to the shelter as those of the Hispanic ethnicity.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

This is the IDIS information. Additional information on homelessness in Greeley follows; however, there was not room to report it all in IDIS.
Information in more detail on the nature and extent of unsheltered and shelter homelessness, taken from the Point-in-Time Count and data collected at the Cold Weather Shelter, is available in the hard copy of the Consolidated Plan. The majority of Greeley's homeless are of the white race. A small percentage identify as another race, with Black/African American being the second largest racial category. The largest percentage of people who identified as Hispanic are sheltered; a small percentage of the unsheltered were Hispanic.

Information on the nature and extent of unsheltered and shelter homelessness was again taken from the Point-in-Time Count and data collected at the Cold Weather Shelter.

Point-in-Time Count (Unsheltered)

The 2019 Point-in-Time-Count is the reference document for the unsheltered homeless. From that data:

- Unsheltered numbered 19; 13 male; 4 female; 2 transgender
  - The majority (18) were 25+ years in age. One was 18-24.
  - Racial numbers: White-16; Black/African American-2; Multiple Races-1
  - Three identified as Hispanic; 16 as non-Hispanic
  - Two were veterans
  - One was fleeing domestic violence
  - Eight identified as having a serious mental illness; seven identified as having a chronic physical illness/disability; six said they had no disabling condition
  - Other conditions: three-substance abuse disorder; four-Post Traumatic Stress Disorder (PTSD); one brain injury
  - No one reported as having HIV/AIDS

Point-in-Time Count (Sheltered)

Emergency sheltered numbers from the Point-in-Time Count are those persons who were staying at the Guadalupe Community Center, Greeley Transitional House, or A Woman's Place on the night of the count. Sheltered homeless were also surveyed at the Cold Weather Shelter; however, because they are

part of the general Cold Weather Shelter data provided later, they are not included in the Point-in-Time Count (Sheltered) numbers.

- Sheltered persons numbered 97; 45 male; 52 female
    - The majority (50) were 25+ years in age; three were 18-24; 44 were 0-17
    - Racial numbers: White-90; Black/African American-3; Native Hawaiian/Pacific Islander-2; American Indian/Native Alaskan-1; Multiple Races-1
    - Sixty-four identified as Hispanic; 33 as non-Hispanic
    - Three were veterans
    - Twenty were fleeing domestic violence; 14 of those were at A Woman's Place
    - Ten identified as having a serious mental illness; nine identified as having a chronic physical illness/disability; 71 said they had no disabling condition
    - Other conditions: 13-substance abuse disorder; one-Post Traumatic Stress Disorder (PTSD)
    - No one reported as having HIV/AIDS

Cold Weather Shelter (Sheltered)

The Cold Weather Shelter provided emergency shelter from November 1, 2018-April 15, 2019, with hours from 7:00 p.m. to 7:00 a.m. There were 9,975 nights of stay provided and 17,456 meals served during the noted cold weather season.

- Sheltered (overnight only) persons numbered 524 (unduplicated); 392 male; 132 female
- Ages – 18-24 (51); 25-40 (218); 41-55 (163); over 55 (92)
- Racial numbers: White-438 (84%); Black/African American-30 (6%); American Indian/Alaska Native-29 (6%); Native Hawaiian/Pacific Islander-5 (1%); Asian-5 (1%); Don't Know-17 (3%)
- One hundred seventy-seven (177) identified as Hispanic (34%); 347 as non-Hispanic (66%)
- Thirty-two were veterans
- No information on the number fleeing domestic violence
- The following "challenges that caused homelessness" were cited (more than one could be marked by each person): Family problems (119); disability (105); relationship issues (93); employment (93); mental health (66); medical problems (48); drug problems (46); alcohol problems (45); legal problems (34); credit/eviction problems (12); "other" (145)
- No data collected on HIV/AIDS
- Stayed at Cold Weather Shelter in a prior year – 83

Additional Information on the Nature and Extent of Unsheltered and Sheltered Homelessness

Through consultations with local non-profit agencies that work directly with the homeless population, additional information was obtained with regard to the nature of the homeless. The Executive Director of the Greeley Transitional House reports that approximately 60% of families accessing the shelter were female head-of-household (single moms, single grandmothers). Staff from United Way of Weld County, reporting on behalf of the Housing Navigation Center, reported that nearly all of the homeless accessing

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the Navigation Center have suffered some kind of physical and/or emotional trauma at some time during their lives, and dealing with that trauma was an ongoing issue for them.

Discussion:

The Continuum of Care for Northern Colorado has determined that housing is the greatest need of the homeless population and that other concerns (health, substance abuse, etc.) are best dealt with after a person is housed. This, at its most basic, is the Housing First strategy of addressing homelessness.

A part of the *Weld's Way Home* plan was to implement a Housing First model to deal with homelessness and housing, a part of which is the above referenced Coordinated Assessment and Housing Placement System. United Way provides staff for both the Housing Navigation Center, which opened in 2019, and the coordinator of CAHPS. The Housing Navigation Center provides one location for people with housing needs. (Additional information on the principles of Housing First is available on request.) CAHPS utilizes a scoring system (Vulnerability Index and Service Prioritization Decision Assistance Tool-"VISPDAT") to identify the most vulnerable people and get them into housing. It relies on collaborative efforts of those who work with the homeless population and currently has 37 Northern Colorado agencies that participate.

Staff from two of the three shelters in Greeley, (the Greeley Transitional House, which serves families only, and the Guadalupe Community Center, which serves individuals and families), report they provide transitional housing more so than emergency shelter. Both operate programs designed to provide families and individuals with knowledge, training, and skills to move from dependency to self-sufficiency. A number of the non-profit agencies consulted noted the need for a true overnight emergency shelter that would be open year round, as opposed to the strictly seasonal emergency shelter now available. The overarching goal of Housing First is to avoid the need for emergency shelter entirely by placing people in housing without requiring that other issues be addressed first. (The third shelter, A Woman's Place, serves survivors of domestic violence only.)

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction

The cited regulation requires that the City estimate, to the extent practicable, the number of persons who are not homeless but require supportive housing and their supportive housing needs. The "special needs" categories of people include the following and are discussed in later questions within this section:

- Elderly and frail elderly
- Persons with a physical, mental or developmental disability
- Persons with HIV/AIDS and their families
- Persons with an alcohol and/or drug addiction
- Public housing residents
    - Other categories as the city may specify – Immigrant and refugee population

Describe the characteristics of the special needs populations in your community

The City does not know specific numbers of persons who are not homeless but require supportive housing and have supportive housing needs. Limited information is provided below.

- **Elderly -** The 2011-2015 American Community Survey put Greeley's population of persons 65 and older at 11.5% of the total population. The number of frail elderly was not available.
- **Persons with a disability -** Individuals who have a disability make up an estimated 11.5% of Greeley's population, while 38.7% of those 65 and older have a disability. (Both are increases from the 2012 ACH data reported in the prior Consolidated Plan where it was reported that 10% of Greeley's population was over age 65 and 34% of those had a disability.) HUD's Affirmatively Furthering Fair Housing website provides data for the following disability types (followed by the percentage experiencing that type of disability): ambulatory difficulty (5.94%); cognitive difficulty (4.78%); independent living difficulty (3.59%); hearing difficulty (3.57%); self-care difficulty (2.03%) and vision difficulty (1.96%).
- **Persons with HIV/AIDS and their families** – See separate question specific to persons with HIV/AIDS.
- **Persons with an alcohol and/or drug addiction** – While the City does not have numbers of people with an alcohol or drug addiction, 91 persons at the Cold Weather Shelter reported that drugs and/or alcohol contributed (caused) their homelessness. Four discharged from a detox facility into homelessness. Additionally, 18 people in a homeless shelter and three unsheltered homeless people reported a substance use disorder during the 2019 Point-in-Time Count.
- **Public housing residents** – See Sections on Public Housing.
- The City identified one additional category of special needs populations, that being the **immigrant and refugee community**. Although there is not a large population in Greeley, it is significant enough to impact the city, particularly in the area of education (primary and secondary). Many within this population are not proficient in English and may not have graduated from high school.

What are the housing and supportive service needs of these populations and how are these needs determined?

Housing and supportive service needs for populations with special housing needs were determined based on data included in the Consolidated Plan tables and other available sources and through consultations with local non-profit service providers. For many with special housing needs, affordability represents the primary need. Other potential needs, specific for the individual groups, are discussed below.

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Elderly and Frail Elderly

Housing Needs –Accessibility features (ramps, grab bars, bath or kitchen renovations), main floor living, cooperative housing (where a monthly fee pays for ownership in the cooperative as well as interior and exterior maintenance and property upkeep), and housing close to transportation and health care. Frail elderly may need assisted living facility or nursing home care. **Service Needs -** Occasional housekeeping assistance to significant help; transportation; in-home personal care, assistance with shopping, housekeeping, or medical needs; delivered meals; help with home renovations for accessibility.

Persons with a physical, mental or developmental disability

Housing Needs – Much the same as for the elderly: additional units of accessible housing (at all levels of accessibility), housing with services on-site and easy access to transportation, and additional subsidized units. May require housing in a group setting or where significant medical assistance is available. **Service Needs -** Occasional assistance to complete assistance provided by a long-term care facility.

Persons with HIV/AIDS and their families

Housing and Service Needs – The City does not have specific information for this category. Housing services needs most like mirror the need of the general population and become similar to the needs of the elderly or persons with disabilities as the disease progresses.

Persons with an alcohol and/or drug addiction

Housing and Service Needs – May require housing within a treatment facility or Permanent Supporting Housing, housing services to repair credit and eviction histories. Other service needs include treatment, rehabilitation, counseling, and guidance through available services.

Public Housing residents

Housing Needs – Discussed in NA35-Public Housing Needs. **Service Needs - A**ccess to public transportation; shopping, health care, etc. close to home; and continued housing support (i.e. rent and/or utility assistance).

Immigrants and Refugees

Housing Needs – Availability and affordability, access to transportation, housing close to services. **Service Needs –**Instruction in English, assistance acquiring a General Equivalency Diploma (GED) and/or citizenship, a forum through which to share experiences and learn about cultural differences, job training, instruction on life skills and self-sufficiency, and ongoing housing assistance (public housing, Section 8).

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Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area

The Colorado Department of Health issues a quarterly HIV Surveillance Report with data displayed by county. The 4th Quarter 2018 report estimated that 260 persons with HIV live in Weld County. In the past five years (2013-2017), there were 57 newly diagnosed cases of HIV, which equates to a rate of 4.0 persons per 100,000. The Surveillance Report estimates that there are 14,386 people living with HIV in Colorado.

The 2019 Point-in-Time Survey identified two sheltered homeless persons who reported having HIV/AIDS (less than 1%); no one in the unsheltered count reported. There was not a specific question regarding HIV/AIDS asked at the Cold Weather Shelter.

The City of Greeley does not receive Housing Opportunities for Persons with AIDS (HOPWA) funding from HUD.

Discussion:

Greeley has many housing options for people with special needs, from group homes for persons with mental disabilities to housing specifically for persons with Acquired Brain Injuries. Existing housing for people with special needs includes 19 facilities (with two additional to be constructed soon) that provide a range of assisted living services; several developments of fully accessible housing units for persons with disabilities; multiple units at scattered sites for persons with mental disabilities; and a long-term residential program for adults with substance abuse issues. Many provide on-site services, as well. There is, however, a need for additional housing for persons with special needs that is affordable, particularly at the lowest income levels (which often are people with special needs on a fixed income).

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

A good core of public facilities, provided by the City and local non-profit agencies, are available to Greeley residents. Typically, the non-profits agencies provide facilities that meet the needs of a specific population (i.e. persons with disabilities, shelter for homeless persons), while the City provides facilities for recreation, the arts, to serve a specific population (i.e. youth centers and senior centers), or that serve a particular neighborhood. The City has a number of public facilities located in low-moderate-income neighborhoods.

In the past, CDBG was utilized to support facilities owned by both the non-profit agencies and the City. Because of the good core of City facilities available, it has been many years since a City-owned, new facility was constructed. Non-profit agencies have historically found other, larger grant sources for new facilities and utilized CDBG funding for the rehabilitation of facilities already owned.

There was limited need for additional facilities identified during consultations for the 2020-2024 Consolidated Plan; however, there may be a need for expansion or rehab of a facility. The survey available to the public identified facility needs as a day and longer-stay shelter (emergency shelter) with restrooms, showers, and phone charging stations for persons experiencing homelessness. This need was echoed by local non-profit agencies working with the homeless population. Other areas of need cited in the surveys included additional facilities east of 11th Avenue and, while a commercial venture rather than a public facility, for a grocery store for the area surrounding downtown Greeley.

The following public facility needs were cited by non-profit agencies:

- Salvation Army – rehabilitation to bathroom for better ADA accessibility; add shower facilities.
- Northern Colorado Veterans Resource Center – need for a new, larger facility.
- Greeley Center for Independence – expansion of the wellness center to include adaptive workout equipment.
- Catholic Charities – a truly permanent emergency facility to include the cold weather shelter (currently the building is leased; emergency shelter is only available November to mid-April).
- Greeley Transitional House – rehabilitation of the sump pump system at the shelter.
- Life Stories (formerly A Kid's Place) – facility rehabilitation including resurfacing the parking lot, lighting improvements, and rehab of the building to add to their ability to provide services.
- Boy's and Girl's Club of Weld County – expansion of the teen room; addition of "micro-facilities" in housing developments.
- A Woman's Place – rehabilitation of the security system.

How were these needs determined?

Needs were determined during the survey and consultation process. Twenty-one non-profit agencies working with low-moderate-income clientele, six City departments (that provide for infrastructure and neighborhood needs), School District 6, the High Plains Library District, Weld County Public Health, and the Greeley Housing Authority were invited to attend an initial informational meeting. Following the group meeting, any interested person/agency was invited to meet with City staff one-on-one to discuss the projected five-year needs of the agency and how CDBG might help address those needs. The City's Needs Assessment Survey was available to the public prior to and also used when determining priority needs. Forty-one percent (41%) respondents that felt there are adequate facilities in Greeley's low-moderate-income neighborhoods, and an additional 36% responded "don't know/no opinion".

Describe the jurisdiction's need for Public Improvements:

There has been significant investment in public improvements utilizing CDBG funds in the past. Low-moderate-income neighborhoods are also the oldest in the City, and thus also have aging infrastructure (or no infrastructure, in some cases). The following needs were identified during consultations and the public survey:

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Forestation in Parkways

- It has been an ongoing goal of the City to plant trees in the parkways (area between the street and sidewalk) in the Redevelopment District neighborhoods to combat the loss of trees in parkways to drought, inadequate irrigation, age, or poor condition.
- The City's Forestry Program is also looking for ways to be pro-active in the fight against the Emerald Ash Borer, including removal/replacement of trees in the yards within the Redevelopment District. Ash trees make up about 15% of the City's urban forest, with the majority of the trees being within the Redevelopment District boundaries.

Parks

- East Memorial Park is in need of improvements.

Other infrastructure

- The City has identified areas in the Redevelopment District's low-moderate-income neighborhoods where sidewalks curb and gutter, accessibility ramps, and/or drainage/stormwater issues may not exist or are in such poor condition as to require replacement. Two other areas of neighborhood need, predominantly within the Redevelopment District, are added streetlights and reconstruction of gravel alleys to an asphalt surface. Because the City's low-moderate-income neighborhoods are also the oldest of the neighborhoods, they frequently do not have infrastructure improvements that are comparable to the newer neighborhoods.

How were these needs determined?

See "how were these needs determined" above in the discussion of public facilities for information on meetings held. Additionally, the survey available to the public confirmed the need to prioritize public improvements (55% responded affirmatively), particularly in the replacement of unsafe sidewalks/installation of sidewalks where none exist, installation of additional streetlights, and installation of ramps for accessibility.

Describe the jurisdiction's need for Public Services:

As with the availability of public facilities, Greeley has a good core of public services providers who work with predominantly low-moderate-income residents. A number of the agencies met with City staff to reaffirm their impact on the community through the services they provide and to state their need for funding. All demonstrate high numbers of people who access the services provided, which confirm the City's need for these public services. No new service needs were identified; however existing providers of public services noted the ongoing need for financial support.

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Local non-profit service providers that consulted with the City during the Consolidated Planning process and the area of service provided can be found in Table 2. Table 3 provides a list of providers that chose not to meet, but provide needed services within the City.

Residents responding to the Needs Assessment Survey cited the highest needs as services that assist low-income persons in finding housing, that serve the most at risk, shelter homeless and provide them with services during cold weather months, and transportation services.

How were these needs determined?

The needs were identified through surveys (of agency providers and the public) and one-on-one consultations with local non-profit agencies that serve low-moderate-income persons. Sixty-seven percent (67%) of the public survey respondents said providing public services is a priority.

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Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Housing Market Analysis looks at the same topics (plus several additional), as the Needs Assessment. Data again was populated into tables by HUD; the source of the data is the U. S. Census (2000) and the American Community Survey (2011-2015). This data, rather than provide a means to assess Greeley's needs, is intended to help analyze the housing market, public facilities and services, infrastructure, barriers to affordable housing, and employment and economic development. The Market Analysis provides an additional tool for the City to utilize when identifying needs that might be met through the Strategic Plan priorities and goals.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The 2011-2015 American Community Survey data showed 36,000 housing units in Greeley, of which approximately two-thirds were single-family housing units (59% were single-family detached, 5% single-attached). Multi-family units accounted for 30% of the residential properties, with 5% being some other property type.

Efficiency and one-bedroom units are most apt to be occupied by a renter; three or more bedrooms occur most frequently in owner-occupied housing.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	21,380	59%
1-unit, attached structure	1,740	5%
2-4 units	2,965	8%
5-19 units	4,700	13%
20 or more units	3,300	9%
Mobile Home, boat, RV, van, etc.	1,915	5%
Total	**36,000**	**100%**

Table 28 – Residential Properties by Unit Number
Data Source: 2011-2015 ACS

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Unit Size by Tenure (Occupied)

	Owners		Renters	
	Number	%	Number	%
No bedroom	8	0%	805	5%
1 bedroom	165	1%	2,905	20%
2 bedrooms	2,665	14%	6,010	41%
3 or more bedrooms	16,155	85%	5,065	34%
Total	**18,993**	**100%**	**14,785**	**100%**

Table 29 – Unit Size by Tenure (Occupied)
Data Source: 2011-2015 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Greeley has many units of housing assisted with federal, state, and local programs. Maximum income levels are typically 60% of AMI; a few developments allow for residents with incomes up to 80%, but it is not the norm. There is one development of Permanent Supportive Housing for households with incomes that don't exceed 30% of AMI (extremely-low income). Types of households residing in the units, followed by the number of units in Greeley, are below.

- Families and individuals – 1,239 units
- Seniors – 662 units
- Persons with disabilities – 90
- Permanent Supportive Housing (income <30% AMI) – 47
- Housing for farm/agricultural workers - 80

The Table was not included is IDIS due to space issues. Only the information above was provided in that system.

The following table shows developments in Greeley assisted with federal, state, and local program funding, the number of units in each development, and the income level/type of family that resides in the development.

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Development	# of Units	Income/Type of Family Served
Public Housing-single-family, scattered sites	107	Up to 80% AMI; no target
Lincoln Square	21	Up to 80% AMI; no target
Woodside Village	155	Up to 50% AMI; families
Island Grove Village	108	Up to 50% AMI; families
Pine Meadows	108	Up to 50% AMI; families
Pines Southmoor	174	Up to 50% AMI; families
Birchwood Manor	162	Up to 50% AMI; seniors
Broadview Manor	101	Up to 50% AMI; seniors
Greeley Manor	128	Up to 50% AMI; seniors
Immaculata Plaza	25	Up to 50% AMI; seniors
Joseph P. Martinez	42	Up to 50% AMI; seniors
Chinook Wind	60	Up to 50% AMI; seniors
LaCasa Rosa	14	Up to 50% AMI; seniors
University Plaza	34	Up to 50% AMI; seniors
Peakview Trails	96	Up to 60% AMI; seniors
Stephens Farm	18	Up to 80% of AMI; Traumatic Brain Injury
Hope Apartments	32	Up to 80% Ami; seniors; disabled
Harmony Way	18	Up to 80% AMI; disabled
Fox Run	23	Up to 50% AMI; disabled
Twin Rivers	17	Up to 50% AMI; disabled
Stagecoach Gardens	30	Up to 50% AMI; families
Meeker Commons	104	Up to 60% AMI; no target
Creekstone	40	Up to 60% AMI; no target
West Park Village	192	Up to 50% Ami; no target
Mission Village	100	Up to 60% AMI; no target
Porter House	100	Up to 60% AMI; no target
Guadalupe Apartments	47	Up to 30% AMI; Supportive Housing
Plaza del Milagro/Plaza del Sol	80	Up to 50% AMI; migrant/ag workers
Total Units	**2,136**	

Table 30 – Units assisted with federal, state, and/or local funds
Greeley Housing Authority

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The City does not anticipate the loss of affordable housing units.

Does the availability of housing units meet the needs of the population?

As stated in the Housing Needs Assessment (particularly Section NA-10), available housing does not meet the needs of the population. The lack of housing units is felt at all income levels. The City's Strategic Housing Plan cited the following statistics:

- Housing availability increased 1.8% between 1991 and 2019.
- The population grew 6.5% during that same period.
- Home sales prices increased on average 49% between 2014 and 2018.
- There was a surplus of housing provided during the construction boom of the early 2000s, but it was not enough to offset the population growth. City staff estimates that 1,100 additional units are needed to keep pace with the population growth (685 single-family units; 401 multi-family units).

Describe the need for specific types of housing:

There is always a need for housing for the lowest income levels. Greeley has a number of affordable housing developments, but the need exceeds the number of affordable units available. Additional units of housing for persons with incomes less than 30% of AMI (poverty level income) and housing with services available are particularly needed.

During the past five years, Greeley's multi-family housing vacancy rate has averaged 2.96%. The CDBG-Disaster Relief (CDBG-DR) grant, which was intended to replace housing lost or assist households displaced in the 2013 flood, brought additional funding to the community and provided financial support for a number of new multi-family affordable housing developments.

In a healthy single-family sale market, there is a six month supply of housing for sale. Data suggests a six-month supply in Greeley to be 685 units. Recently, the number of for-sale units has been 350-400, which gives sellers more control over price and terms. This contributes to rising home prices.

Through a variety of discussions with housing providers, the homeless shelter operators, and United Way of Weld County, the following were identified as specific types of housing needs:

- Permanent Supportive Housing. This type of housing has wrap-around services available to tenants needing support, and tenants pay 30% of their income as rent. The highest need is for efficiency and one-bedroom units, but local non-profits also noted the need for units with more than two bedrooms.
- Housing for extremely-low-income residents. Rents are frequently too high for households with poverty level incomes, which often include the elderly and persons with disabilities who may or may not need the service component of a Permanent Supporting Housing development. Due to the costs to construct and manage housing, these are difficult units to develop.
- Housing for large families. Several agencies interviewed noted the need for additional housing for persons with large families (three and four bedrooms).
- Housing for youth transitioning to adulthood. This is a challenging category on many levels. Without established credit and rental histories, it is difficult to find housing. Age can also be a factor, as some are under age 18 and cannot enter into a contract. Many have no more than a high school diploma or GED, which makes finding employment with wages sufficient to pay for housing particularly difficult. There were 51 youth 18-24 that utilized the cold weather shelter during the 2018-2019 winter season.

Discussion

Affordable housing units are rented very quickly and often have long wait lists. In Greeley's current housing market, owners of rental housing are able to take advantage of the lack of housing in general and maximize their profits. It is not uncommon for homeless households to be working, but unable to find a unit that is both available and affordable. All current research and data supports the need for additional housing.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The data in the Section MA-15 tables that follow is dated. Median Home Values, particularly, have changed dramatically from the table data. Sears Real Estate, a local real estate company, notes in its market statistics for January 2018 that the median sales price in Greeley was $283,000 (a 64.4% increase over the base year in the table below) and in April 2019 was $320,000 (a 85.9% increase over the base year). As referenced in the Needs Assessment, the shortage of for sale-housing units has greatly contributed to the increase in sales prices. Fair Market and HOME High and Low Rents were also populated by HUD; the data is from 2015.

Cost of Housing

	Base Year: 2000	Most Recent Year: 2015	% Change
Median Home Value	172,100	173,200	1%
Median Contract Rent	602	702	17%

Table 31 – Cost of Housing

Data Source: 2000 Census (Base Year), 2011-2015 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	3,245	21.9%
$500-999	8,490	57.4%
$1,000-1,499	2,430	16.4%
$1,500-1,999	420	2.8%
$2,000 or more	200	1.4%
Total	**14,785**	**100.0%**

Table 32 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% Household Adjusted Median Family Income (HAMFI)	1,040	No Data
50% HAMFI	4,325	1,440
80% HAMFI	9,735	4,685
100% HAMFI	No Data	6,840
Total	**15,100**	**12,965**

Table 33 – Housing Affordability
Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	625	744	937	1,363	1,650
High HOME Rent	625	744	937	1,349	1,485
Low HOME Rent	625	744	921	1,063	1,186

Table 34a – Monthly Rent
Data Source: HUD FMR and HOME Rents - 2015

Is there sufficient housing for households at all income levels?

This question has been answered numerous time in previous sections of the Consolidated Plan.

How is affordability of housing likely to change considering changes to home values and/or rents?

A number of factors continue to play into affordability, including low inventory of housing, slow construction growth, and increase in property taxes. (The value of all non-agricultural properties in Weld County increased 20-30% between 2016 and 2018. The increase in property taxes will affect affordability of housing both in the ownership and rental markets.) The Group Real Estate in its June 2019 *Insider* publication forecasted a continued increase in sales prices over the next year due to continued lack of inventory. This may cause renters who normally would move into a starter home ownership situation to stay in a rental, which will, as a result, keep the vacancy rate low and rents high.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Rents have risen significantly since 2015 (the date of the HOME and Fair Market data in Table 34). Table 35 provides an updated comparison of rents utilizing 2018 HOME and Fair Market Rents and average

area rents from the Colorado Division of Local Affairs Colorado *Multi-Family Housing Vacancy & Rental Survey* for 4th quarter 2018. Table data shows local rents substantially higher than HOME or Fair Market Rents for each size of unit.

Monthly Rent ($)- Division of Local Affairs	Efficiency (no BR)	1 Bedroom	2 Bedroom/ 1 Bath	2 Bedroom/ 2 Bath	3 Bedroom	4 Bedroom
Average Local Rent	**$756**	**$969**	**$999**	**$1,336**	**$1,424**	**Not available**
Monthly Rent ($) - HUD	**Efficiency (no BR)**	**1 Bedroom**	**2 BR (no bath info)**	**NA**	**3 Bedroom**	**4 Bedroom**
Fair Market Rent	**$625**	$744	$937	**NA**	$1,363	$1,650
High HOME Rent	**$625**	$744	$937	**NA**	$1,349	$1,485
Low HOME Rent	**$625**	$744	$921	**NA**	$1,063	$1,186

Table 34b – Updated Monthly Rent

Data Source: **HUD FMR and HOME Rents – 2018; Colorado Division of Local Affairs Multi-Family Vacancy & Rental Survey – 4th Qtr. 2018**

It is not expected that rents will impact the City's strategy to preserve or produce affordable housing other than the recognition that local rents are high. The City knows there is a need to both maintain its current supply of affordable housing and to produce new units. The private market and HUD control rent limits; there is no City involvement on setting rents.

Discussion

The National Housing Conference *Paycheck-to-Paycheck* report for May 2019 stated the following are the incomes needed to purchase or rent a house in Greeley:

Purchase: $94,998 (with 10% down); $100,436 (with 3% down)

Rent: $29,760 (one-bedroom); $34,480 (two-bedroom); $54,520 (three-bedroom)

The report looks at housing affordability in Greeley for a number of employment categories. It highlights five categories of "essential workers" (daycare worker, firefighter, dental assistant, plumber, bank teller) and notes that, of the five, only firefighters and plumbers would find renting affordable. None of the five could purchase a home on one income. As stated in the report, "Housing affordability is a crisis in many Colorado communities. The cost of housing has become unaffordable for essential service workers".

City staff has a good sense of the housing market and the needs within that market. The Needs Assessment and Housing Market Analysis both support the institutional knowledge of staff and the need for additional units (or preservation of existing units) of affordable housing.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Data provided by HUD in Table 36 indicates renter-occupied units have housing problems more than double the rate of owner-occupied housing. (Total renter-occupied units-14,785; number of units with one or more housing problems-7,720; 52%; total owner-occupied units-18,985;, units with one or more housing problem;-4,625-24%.) The City does not track vacant, abandoned, or Real Estate Owned (REO) properties.

Definitions

Describe the jurisdiction's definition for "substandard condition" and "substandard condition but suitable for rehabilitation:"

City of Greeley definition of "substandard"

- A residential housing unit that lacks any of the following: permanent, solid foundation; structural integrity or weather tightness; insulation (or only has minimal); basic mechanical systems; indoor plumbing; private bathing facilities or appropriate sewer connection; kitchen or facilities required to prepare and store food; deferred maintenance to the degree that the structure becomes subject to increased decay; or City of Greeley declaration that unit is uninhabitable.

Substandard, suitable for rehabilitation

- A residential housing unit that is structurally sound where repairs or replacement would cost less than 75% of the estimated cost of construction of a comparable unit.

As defined by HUD, a housing "condition" includes the following:

- A housing unit that lacks complete plumbing or kitchen facilities, a housing unit with more than one person, or a housing unit with a cost burden greater than 30% of the occupant's household income.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	4,370	23%	6,875	47%
With two selected Conditions	230	1%	770	5%
With three selected Conditions	25	0%	75	1%
With four selected Conditions	0	0%	0	0%
No selected Conditions	14,360	76%	7,065	48%
Total	***18,985***	***100%***	***14,785***	***101%***

Table 35 - Condition of Units
Data Source: 2011-2015 ACS

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Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	5,100	27%	2,270	15%
1980-1999	5,555	29%	3,845	26%
1950-1979	6,785	36%	6,575	44%
Before 1950	1,550	8%	2,095	14%
Total	***18,990***	***100%***	***14,785***	***99%***

Table 36 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	8,335	44%	8,670	59%
Housing Units build before 1980 with children present	3,040	16%	1,710	12%

Table 37 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	HUD provided no data. City does not track.		
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 38 - Vacant Units

Need for Owner and Rental Rehabilitation

The Greeley Urban Renewal Authority has managed the City's single-family Housing Rehab Program for owner-occupants since the City first received CDBG funds in the mid-1970s. Originally, owners were

provided a grant to rehab their property under the program policies. During those years, the program was heavily utilized. As the City's CDBG funds diminished, the program was changed to require repayment of at least part of the cost (currently one-half). Since that change and the Great Recession, the number of single-family rehabs has reduced to less than 10 per year.

The limited resident use of the housing rehabilitation program does not lessen the need for owner and rental rehabilitation. Even with fewer rehabs completed, the City sees value in providing a rehab program. There are many homes in the low-moderate-income neighborhoods in need of rehab and/or improvements for energy efficiency. A number of conditions could make this program viable again:

- Improvement to personal finances as the economy continues to improve;
- Renewed interest in parts of the City where housing is older and more likely to need rehabilitation;
- Continued small inventory of for-sale houses that may keep people in existing homes, but who want to rehabilitate under the program guidelines to improve the property;
- Residents realizing the benefit to rehabilitations that include energy improvements or improvements to plumbing, wiring, and other systems.

There was not a program specific to owners of rental properties during the 2015-2019 Consolidated Plan and no inquiries for rental rehabilitation were received. With affordable housing being a top priority, a rental rehabilitation program could be considered during the 2020-2024 Consolidated Plan years.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

While the City has no official means by which to know how many housing units with Lead Based Paint Hazards are occupied by low or moderate-income families, Colorado Public Health and Environment has a Targeted Lead Outreach Tool that maps blood lead testing rates, lead exposure risk, and for identify areas for targeting lead outreach. As would be expected, the Census Tracts with the oldest housing stock are those at risk of Lead Based Paint Hazards. As discussed elsewhere in this Plan, the older neighborhoods are also the low-moderate-income neighborhoods. Maps 2 and 3 from the Colorado Public Health and Environment show neighborhoods where lead-based paint health issues are a concern.

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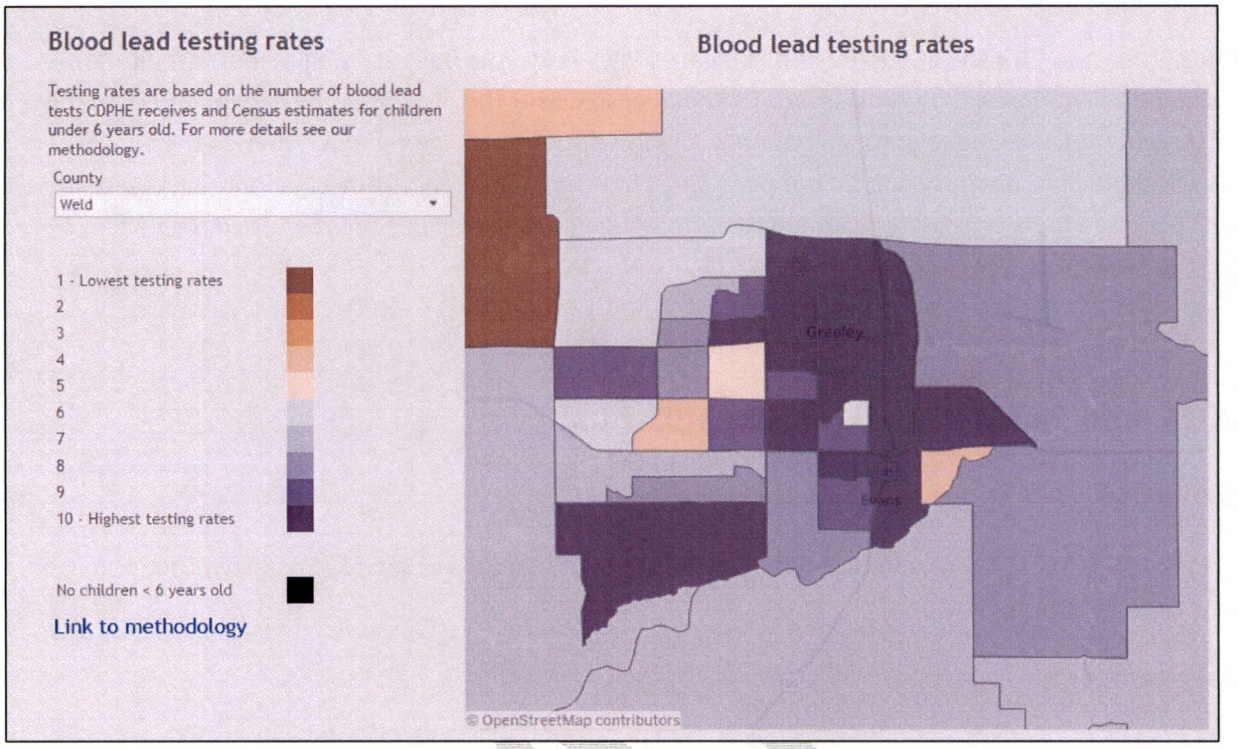
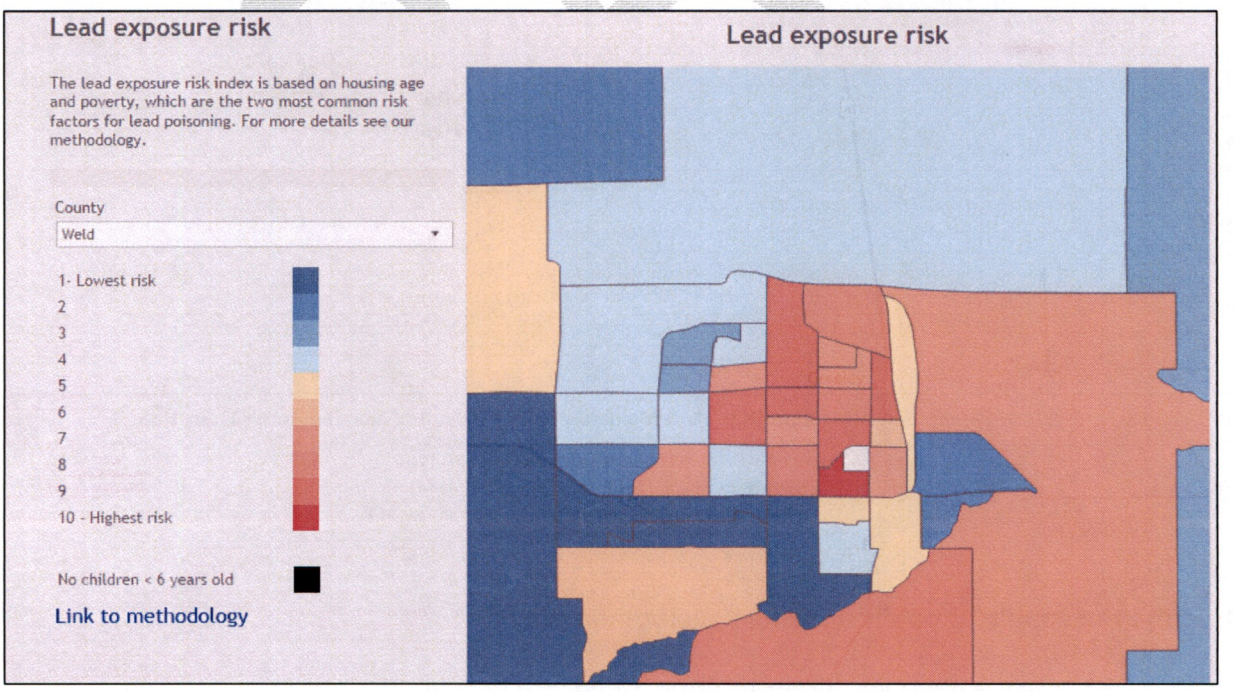


Map 2 – Blood Lead Testing Rates

Data Source: Colorado Public Health and Environment



Map 3 – Lead Exposure Risk

Data Source: Colorado Public Health and Environment

Discussion

When setting goals for the 2020-2024 Consolidated Plan years, the need for single-and/or multi-family housing rehabilitation will be considered. The decreased use of the program is a concern, as is the ability to find contractors willing to work on federal programs such as housing rehabilitation. In the current market, contractors are busy and do not need small housing rehab jobs. Affordable housing comes in many forms, and preserving the community's affordable housing will be a point of discussion when setting annual goals.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

As noted in the Needs Assessment Section (NA-35), public housing and Section 8 vouchers are managed by the Greeley Housing Authority.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			86	446			0	0	0
# of accessible units									
*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 39 – Total Number of Units by Program Type
Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

The Greeley Housing Authority manages three developments of Public Housing units: Dominic Apartments, 17th Avenue Apartments, 28th Street Apartments. There are also six scattered, single-family housing units.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

There are 107 units of public housing in Greeley, all of which are in good condition. (Per the Executive Director of the Greeley Housing Authority, the Housing Authority does not have an approved Public Housing Agency Plan.) The public housing units have parking, washer/dryer hook-ups, and property maintenance. There are accessible units at two of the multi-family sites.

Public Housing Condition

Public Housing Development	Average Inspection Score
CO0350010 – verify	89

Table 40 – Public Housing Condition
Data Source: Greeley Housing Authority

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Kitchens and baths at Dominic Apartments and two of the scattered site units need rehabilitation.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Greeley Housing Authority maintains its public housing units according to quality standards. There are no specific strategies in place with regard to improving the living environment of the low and moderate-income families that live there; however, rehab is done on units as needed.

Discussion:

No further discussion.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Emergency shelter is provided by A Woman's Place to victims of domestic violence and through the Cold Weather Shelter, which operates November-April. Additionally, the Guadalupe Community Center recently made a large room available for emergency shelter for families (up to 22 people) and also has four beds for persons discharged from a hospital. Both Greeley Transitional House (families) and the Guadalupe Community Center (general population) have moved to a more transitional housing model that facility staffs feel better meets the needs of the homeless in Greeley.

All of the shelters accept veterans; there are no shelters in Greeley that target specifically veterans who are homeless. No shelter in Greeley can accept unaccompanied children (under the age 18).

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher/ Seasonal/ Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)					
• Guadalupe Community Center	26	See non-specific	29	47	0
• A Woman's Place (or adult only)	30	0	0	0	0
• Greeley Transitional House	0	0	21	0	0
• Camfield Corner	0	0	25	0	0
Households with Only Adults					
• Guadalupe Community Center	0	0	31	0	0
• A Woman's Place (or adult only)	30 (duplicate of above	0	0	0	0
• Greeley Center for Independence	0	0	41	10	0
• North Range Behavioral Health	0	0	0	18	0
Chronically Homeless Households					
• Cold Weather Shelter	0	80 cold-weather cots	0	0	0
Veterans					
• Guadalupe Community Center • Cold Weather Shelter	0	Included with Cold Weather Shelter	4	0	0
Unaccompanied Child(ren)	0	0	0	0	0
Non-specific					
• Guadalupe Community Center	0	18	0	0	0

Table 41 - Facilities and Housing Targeted to Homeless Households
Data Source: Local Non-profit agencies serving homeless households

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Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Greeley has a full range of mainstream services that are available to all of the population, including persons who are homeless. The local non-profit agencies that work with the homeless are well versed in the services available in Greeley and provide referrals or connections to mainstream services, as needed.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Some of entities that provide a facility and/or services for the homeless are noted below by type of service provided. If they provide a facility and/or service to one of the specific groups of homeless in the question, it is noted.

Shelters: Greeley's shelters, discussed elsewhere, include: Guadalupe Community Center (singles and families), Greeley Transitional House (families), A Woman's Place (domestic violence survivors), and the Cold Weather Shelter.

Food: Food assistance is available from the Weld County Food Bank and numerous faith-based agencies in Greeley.

Medical: The Sunrise Community Health care system provides medical and dental care for all ages, with payment based on income. There are also a number of emergency rooms in Greeley

Mental Health: North Range Behavioral Health offers a wide variety of mental health services and housing for persons with mental illnesses.

Housing services: The Housing Navigation Center (a collaboration that includes health providers, the shelters, and other non-profits working with housing instability or homelessness) provides computers, short-term locker storage, hygiene products, and a place for mail collection. It also assists with obtaining birth certificates/Colorado identification cards and provides a central location for persons to meet with other agencies that provide assistance.

Other social (human) services: Weld County Department of Human Services Assistance programs provide aid to individuals and families that qualify for help. Programs include financial assistance in the form of monetary payments, help with childcare costs, grocery bills, and medical care.

Employment: Employment Services of Weld County (part of the Department of Human Services) is a comprehensive workforce center that provides resources for and connections to employment, education, and training.

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Legal: There is a Colorado Legal Services office in Greeley that provides assistance to low-income and elderly residents.

Transportation: Local non-profit agencies have bus (Greeley-Evans Transit) passes available to homeless persons needing transportation.

Specific to Veterans: Northern Colorado Veterans Resource Center can help veterans (including those who are homeless) navigate through the services available in the community.

Specific to persons exiting the Department of Corrections: A large collaboration of agencies (known as "Connections") works to connect, support, and assist persons exiting the Department of Corrections.

Child and Youth Education: Weld County School District 6 operates a Families in Transitions Program that collaborates with emergency/transitional housing programs, unaccompanied youth, school staff, parents, charter schools, and community agencies to identify and remove educational-related barriers. District 6 also operates a free pre-school program for qualifying families.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Many individuals and families that are not homeless require supportive housing and programs to enable them to live independently. As discussed in section NA-45, these "special needs" individuals and households include the following identified by HUD:

- Elderly and frail elderly
- Persons with a physical, mental or developmental disability
- Persons with HIV/AIDS and their families
- Persons with an alcohol and/or drug addiction
- Public housing residents

Greeley identified its immigrant and migrant community (especially those with limited English) as another segment of the population that might require housing and programs to live independently.

This section provides information on facilities and organizations that provide supportive services to non-homeless households with special needs.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Supportive housing needs are described in NA45. Please refer to that section of this Plan.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Guadalupe Community Center has four beds available to persons leaving a hospital facility in need of a place to stay. There is generally a 14-day limitation on the stay. During that time, Guadalupe staff works to provide connections and referrals to housing and other services.

The Kinnick Center, operated by North Range Behavioral Health is designed to assist individuals in transitioning from higher levels of care (such as hospital or nursing home) to independent living. A typical stay at the Kinnick Center is six months. There are 12 beds in the home, and residents receive treatment while developing skills to transition to a more independent setting.

As noted throughout this Plan, housing choice is limited and often there are no vacancies and waiting lists for supportive housing.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Several activities described in the Strategic and Action Plan sections of the Consolidated Plan will help address housing and supportive services needs for people with special needs. Those include the North Colorado Health Alliance-Community Action Collaborative and the Senior Resource Services transportation assistance. When reviewing affordable housing proposals, how they might serve the special needs population will be considered. Goals are noted in AP-20, Annual Goals and Objectives.

~~**For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))**~~

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The issues cited below are not necessarily "Public Policy", but are impacts to the development of affordable housing. Impacts are not always local, but may be generated at the State or even Federal level. Additionally, it may not be actual policy that provides a negative effect, but as noted below, may be lack of policy in support of affordable housing.

Adjusting assessed property values for market conditions every two years (as required by Colorado law) can impact housing affordability when there are significant increases to property values (as in 2019's increases).

Greeley's land use controls and zoning ordinances can effect affordable housing, for example by limiting the number of unrelated people in a housing unit, requiring a lot size of at least 6,000 square feet in the Residential Low Density Districts, and rezoning requirements for residential units in an industrial zone. Additionally, incentives are not offered to developers for including affordable housing in new developments. The ability to create affordable housing can be affected by the minimum design standards that require it to meet the same standards as market rate units. Development fees may also pose an impediment to affordable housing.

Building codes provide housing standards for minimum safety and habitability (which HUD also expects) and should not be considered a negative effect on affordable housing.

The City's fees and charges are frequently cited by real estate professionals as an impediment to housing construction in general; however, Greeley's building permit fees and development impact fees are consistent with those of other Northern Colorado cities.

Greeley has no policies to limit growth.

Policies that affect the return on residential investment:

- HUD investments of CDBG and HOME have requirements that affect investment return.

While this question deals with negative effects specifically of public policies on affordable housing and residential development, it should be noted that Greeley's Strategic Housing Plan identified other constraints to housing affordability. Those constraints were: escalating cost of raw water, rising cost of construction and development related costs; lack of financing for land development and construction; lack of skilled labor; rising costs of existing housing; flat wages; missing homes not built during the Great Recession and Greeley's residential downturn (reduced the number of homes available for sale and contributed in the escalation of prices).

Greeley is well in-tune with the need for affordable housing and constraints/policies that could impact its development.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Greeley's economic roots are in agriculture, which continue to be evident in the ag-related businesses and technology in the community, as well as in traditional agricultural production in the rural areas. However, Greeley's overall economy is now diverse and doesn't rely on any one sector of business. The

Labor Force table (Table 42 below) states Greeley's unemployment rate was 8.94% (2011-2015 ACS); however, more recent data from the U. S. Bureau of Labor Statistics puts the unemployment rate at 2.5% (April 2019).

Questions in MA-45 are responded to, for the most part, using the table data provided. If there is more recent information that would significantly change the response to the question, the more recent information has been noted.

Economic Development Market Analysis (This is not an IDIS question, just a heading.)

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	2,770	2,251	7	6	-1
Arts, Entertainment, Accommodations	4,835	3,995	12	10	-2
Construction	3,150	2,738	8	7	-1
Education and Health Care Services	5,747	7,164	14	18	4
Finance, Insurance, and Real Estate	2,252	2,999	6	8	2
Information	611	363	1	1	-1
Manufacturing	5,504	5,448	13	14	1
Other Services	1,264	1,159	3	3	0
Professional, Scientific, Management Services	2,564	2,009	6	5	-1
Public Administration	0	0	0	0	0
Retail Trade	5,372	4,897	13	13	-1
Transportation and Warehousing	1,476	1,195	4	3	-1
Wholesale Trade	1,861	1,318	5	3	-1
Total	**37,406**	**35,536**	--	--	--

Table 42 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

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Labor Force

Total Population in the Civilian Labor Force	47,820
Civilian Employed Population 16 years and over	43,520
Unemployment Rate	8.94
Unemployment Rate for Ages 16-24	22.87
Unemployment Rate for Ages 25-65	5.22

Table 43 - Labor Force
Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	8,295
Farming, fisheries and forestry occupations	2,105
Service	5,450
Sales and office	10,320
Construction, extraction, maintenance and repair	5,275
Production, transportation and material moving	2,915

Table 44 – Occupations by Sector
Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	31,095	75%
30-59 Minutes	7,150	17%
60 or More Minutes	3,155	8%
Total	***41,400***	***100%***

Table 45 - Travel Time
Data Source: 2011-2015 ACS

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Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	4,300	640	2,435
High school graduate (includes equivalency)	7,530	700	3,115
Some college or Associate's degree	11,060	675	3,585
Bachelor's degree or higher	9,245	360	1,380

Table 46 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	270	630	1,080	1,455	1,070
9th to 12th grade, no diploma	1,525	1,500	1,345	1,365	820
High school graduate, GED, or alternative	4,700	3,495	3,070	4,790	3,050
Some college, no degree	8,095	3,595	2,755	5,000	2,425
Associate's degree	535	1,175	1,070	1,810	565
Bachelor's degree	865	2,395	1,935	3,315	1,615
Graduate or professional degree	55	650	740	1,980	1,650

Table 47 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	30,537
High school graduate (includes equivalency)	68,241
Some college or Associate's degree	59,235
Bachelor's degree	90,103
Graduate or professional degree	53,741

Table 48a – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The top five business sector categories in Greeley are (with number and percentage of jobs noted) are: Education and health care services (7,164-14%), manufacturing (5,448-14%), retail (4,897-13%), arts, entertainment, accommodation (4,995-10%), and finance, insurance, and real estate (2,999-8%).

Describe the workforce and infrastructure needs of the business community:

Workforce and infrastructure needs of the business community include (1) Creating a stronger infrastructure and network for start-up and second stage companies, (2) Increase Greeley's average labor force participation rate, which is about 6% lower than the regional average, and (3) Achieve greater alignment between our current employment opportunities and existing workforce skills and education levels. This, when combined with training and education programs, will reduce skills gaps within key trades and occupations, such as health care and manufacturing.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City's recently formed Economic Health and Housing Department views local/regional economics and housing as issues that go hand-in-hand and addressed that in the Strategic Housing Plan. The City recognizes that it needs to address the current housing issues to provide a favorable climate in which to attract, sustain, and grow new businesses and employment opportunities.

Partnerships will continue with several local non-profit and quasi-governmental agencies that share the City's mission of business and economic growth. These include the Downtown Development Authority, Upstate Colorado Economic Development, Small Business Development Center and the Greeley Chamber of Commerce, which includes its Visit Greeley arm. In addition, the City will support trade associations in some of the targeted industries, such as the Northern Colorado Manufacturing Partnership and the Northern Colorado Health Care Partnership.

Finally, the Greeley Urban Renewal Authority will continue to leverage the Tax Increment Finance districts (4), Greeley Creative District, and its programs to incentivize new industrial real estate development.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Refer to Table 47, which shows 34,510 people in the labor force (32,135 employed, 2,375 unemployed). Of these, 85.7% have an educational attainment of a high school diploma (or equivalency) or higher; 29% have an educational attainment of a Bachelor's degree or higher. Please refer to Table 43 for

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business activity by categories. There are plenty of current employment opportunities in Health Care , Manufacturing and Construction sectors that require a skilled labor force.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

All but two of the efforts below can be accessed by low-moderate-income or homeless residents of Greeley. The other two are specifically for high school students, with both of the high schools mentioned located in a low-income Census Tract. Local non-profit agencies provide services to low-moderate-income, homeless, and special needs populations and can provide referral to education and training. Priorities in the Consolidated Plan also target those populations and can provide some support to local non-profits.

- The Weld County Department of Human Services is located in Greeley and administers the Employment Services of Weld County. This Workforce Center connects resources for employment, education, and training services.
- The Weld County Department of Human Services also works closely with veterans and families of veterans. Veterans receive priority service over non-veteran/veteran families for receipt of employment, training, and placement services. Assistance to veterans comes in many forms, including job referral and development, referrals to training, coordination with local organizations that provide services and assistance to veterans and local veterans service organizations, and targeted career management.
- The Workforce Center (again part of the Weld County Department of Human Services) partners with a number of agencies, including the following:
    - Aims Community College (200 degree and certificate programs offered)
    - Division of Vocational Rehabilitation (provides assistance to help individuals with disabilities live and work independently)
    - Immigrant and Refugee Center of Northern Colorado (provides a number of services immigrants and refugees)
    - Service Employment Redevelopment-Senior Community Service Employment Program (a community service and work-based training program for older workers authorized under the Older Americans Act)
- Greeley Central High School Health Science Academy (provides a curriculum ranging from basic to advanced health science concepts)
- Greeley-Weld Habitat for Humanity Jefferson High School Construction Pathway Program (a two-year program that works with at-risk high school youth in developing construction skills through building Habitat houses)

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Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

The City of Greeley does not participate in a Comprehensive Economic Development Strategy.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City of Greeley has an Economic Development Division (Economic Health and Housing Department-EHH) that provides a full range of business services, with a focus on business retention and marketing, new business development and expansion, and targeted business recruitment. Recognizing that economic development and housing go hand-in-hand, with the need for the housing market to keep up with employment growth, the EHH Department also will implement the Strategic Housing Plan for the City. The Greeley Urban Renewal Authority, which administers both the federal grants and the Tax Increment Districts, is also part of this Department.

Discussion

The City does not plan to utilize CDBG for economic development activities.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The neighborhoods within the Redevelopment District have the greatest potential for multiple housing problems. As referenced elsewhere in this Plan, they are the neighborhoods with the highest concentrations of low-moderate-income households and the oldest housing stock in the City. The Redevelopment District also encompasses all of the City's Tax Increment Districts, where a blight determination was made prior to formation of the Districts. When identifying the area, specific percentages of Census Tracts with housing problems were not used to define the areas of concentration, rather the issues noted defined the areas. Maps (see Appendix) provided additional support.

The City encourages development of affordable housing outside the areas of concentration and since 2006 has supported three new developments in west Greeley (two for persons with disabilities, one for elderly persons).

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Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

"Concentration" is defined as a Census Tract in which the percentage of residents who are racial or ethnic minorities is at least 20 percentage points higher than the percentage of minority residents in the jurisdiction as a whole. Greeley's population is 81.2% white; 37% identify as Hispanic (American Community Survey 2011-2015). No other one race exceeds 3% of the total population. (Persons identifying as two or more races – 3.4%.)

Only the Hispanic ethnicity reaches the definition of concentration. The overall percentage of Hispanic people in the Greeley jurisdiction per the 2011-2015 American Community Survey was 37%. Thus by definition, a "concentration" would be a population of 57% or greater. The Hispanic Origin map attachment (Map 9 in Appendix A) does not break percentages out exactly by concentration definition (20% higher than jurisdiction), but does show Census Tracts with high rates of Hispanic residency and can be used as a visual reference. Information on Census Tracts and Hispanic Percentages in Table 48b below is from HUD's Low-Mod-Income Map Data site. The Census Tracts below are wholly or partially within Greeley city limits and meet the definition of having a racial/ethnic concentration:

Census Tract	% Hispanic	Location
5.01	84.04%	Northeast
5.02	66.3%	Northeast
6	64.13%	Northeast
7.01	73.64%	East
7.03	69.68%	Far east/southeast
7.04	65.09%	Far southeast
10.03	58.48%	Southeast
10.04	62.24%	Far southeast

Table 48b – Median Earnings in the Past 12 Months
Data Source: HUD Low-Mod Income Map Data

What are the characteristics of the market in these areas/neighborhoods?

Market characteristics within the neighborhoods of the Redevelopment District are similar, yet varied. It has been noted that incomes within the District are lower (by Census Tract) than in the west part of the City and that there are higher minority concentrations. Rental housing is more predominant than is owner-occupied housing when compared to west Greeley neighborhoods. Tax Increment Districts exist to improve the commercial viability of those Districts.

The Redevelopment District boasts a vibrant downtown that has seen/is seeing significant private investment in housing and businesses; other commercial areas also exist within the Redevelopment District. The University of Northern Colorado is within the District boundaries, and the Northern Colorado Medical Center is adjacent to the District, as are two neighborhoods (Cranford and the Glenmere area) with higher cost housing than is generally seen within the District.

The housing market is typically the most affordable due to the age of the housing and incomes of the residents; however, as it has been stated numerous times, the cost of housing is high throughout the City.

Are there any community assets in these areas/neighborhoods?

There are many community assets within the Redevelopment District, including recreation facilities and parks, museums and cultural facilities, public art (Creative District), schools, retail and services, and public transportation. Several non-profit agencies that serve low-income households or the homeless are also located within the District, as are the City of Greeley and Weld County offices.

Are there other strategic opportunities in any of these areas?

Tax Increment Districts provide good strategic opportunities in the form of financial assistance for commercial development and/or improvement. Business growth and private development (and redevelopment) of businesses and housing in Greeley's downtown is encouraged and supported by the Downtown Development Authority. The Redevelopment District provides opportunities for employment, with a number of Greeley's major employers located in or within three miles of the District. The City's Economic Health and Housing Department looks for ways to improve opportunities for employment, business development, and housing within the entire City.

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Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City identified two high priorities during the Consolidated Plan process: the need for affordable housing and the need for improvements to revitalize the neighborhoods within the Redevelopment District. Because the City anticipates its annual CDBG grant to remain around $840,000 and those two priorities need substantial funds to create a good project, this will result in reduced funding available for public facility improvements and public services. The focus on affordable housing supports the City's recently adopted Strategic Housing Plan and recognizes the need for additional housing units at all income levels. The City has long utilized CDBG funds to improve infrastructure in the older parts of the community to encourage homeownership, commercial ventures, and to support those low-moderate-income families residing in the neighborhoods.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Area Name	Area Type	Include in this Plan?
North Greeley Target Area	Local Target Area	No-Part of Redevelopment District
Redevelopment District-Comprehensive	Local Target Area	Yes-Inclusive of all noted areas
Sunrise Park Neighborhood	Local Target Area	No-Part of Redevelopment District
University District	Local Target Area	No-Part of Redevelopment District

Table 49 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City has designated the area known as the Redevelopment District as the loan Local Target Area. Refer also to the Redevelopment District map (Map 21 in Appendix A) and maps of low-income Maps 5-8 in Appendix A) and minority Census Tracts (Maps 9-10 in Appendix A.

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Specific information on the Local Target Area-Redevelopment District as required in IDIS follows.

Target Area Name: Redevelopment District-Comprehensive

Target Area Type: Local Target Area

Other Target Area Description: None

Revitalization Type: Comprehensive

Other Revitalization Description: None

Identify the neighborhood boundaries for this target area: The Redevelopment District does not follow easily stated boundaries, but can be seen by referencing the map attachment of the District. The District includes the low-moderate-income Census Tracts of the City, and surrounds, but does not include the University of Northern Colorado.

Include specific housing and commercial characteristics of this target area.

Housing, as has been discussed frequently in the Plan, is the oldest in Greeley. Many streets are separated from the sidewalks by parkways, which historically were tree-lined. Infrastructure in much of the District includes alleys. There is a variety of housing types, including single-family, multi-family and, particularly in the neighborhoods around the University of Northern Colorado, single-family houses converted to multi-family. New developments of "millennial-friendly" housing are being constructed along 8th Avenue, where retail/commercial will be located on the main floor and housing units above.

There are a number of commercial areas within the District, including the 8th Avenue corridor into downtown, 16th Street by the University, downtown, and the 9th Street corridor from downtown to 35th Avenue. There are two walking mall-type commercial developments south of the University, which include big-box stores and national food/grocery chains like Ace Hardware, Big! Lots, Starbucks, King Soopers, and Burger King (along with locally-owned businesses).

How did your consultation and citizen participation process help you to identify this neighborhood as a target area?

City staff identified the Redevelopment District, in part when the Tax Increment Districts were being formed, and merged a number of old, smaller local target areas. The members of the Citizens Committee for Community Development, which provides input to the Consolidated Plan and annual applications for CDBG assistance, live in neighborhoods within the District.

This District combines a number of smaller neighborhoods identified in Plans from early in the City's history as an Entitlement Community. As noted in several areas of the 2020-2024 Comprehensive Plan, there a number of reasons for investments to be made in this geographical area, including age of housing stock and infrastructure, number of low and moderate-income residents, and concentration of persons of Hispanic origin. These oldest Greeley neighborhoods are very important to the overall health of the City, economically and socially, and protecting and investing in these neighborhoods is a priority. The neighborhoods also encompass the downtown and State designated Tax Increment Districts.

Because of the number of low-moderate-income Census Tracts, working within the Redevelopment District makes low-moderate area benefit activities viable.

Identify the needs in this target area.

Needs in the area include improvements and additions to existing infrastructure, maintaining and increasing the supply of decent, affordable housing, and support for the area's economic development. The percentage of low-moderate-income and minority residents within the Redevelopment District indicates a need for continued support for these populations.

What are the opportunities for improvement in this target area?

- Infrastructure improvements, including addition of sidewalks, curb, gutters, and accessibility ramps where they either do not exist or are in such poor condition as to need removal and replacement; reconstruction of alleys; additional street lights; reforestation; improvements to water/sewer/drainage, etc.
- Housing improvements, possibly including accessory dwellings, rezoning, infill redevelopment, and continued rehabilitation.
- Continued improvements to economic conditions of the area, including the need for a grocery store in the downtown neighborhood.

Are there barriers to improvement in this target area?

- Sufficient funding is always a barrier to improvements.
- Challenges exist when updating older public improvements. Landscapes are established and may be disturbed by new sidewalks. Additional upgrades may be discovered (for example water/sewer/drainage issues in locations of sidewalk installation) increasing costs.
- Homeowners are not always financially able to work with programs designed to assist them, either because they don't have the means to repay a loan (in cases of housing rehabilitation) or they are not willing to care for improved infrastructure (for example, planting a tree in the parkway that requires their attention).

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SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Priority Need Name	Priority Level	Population/Target Area	Associated Goal
Support efforts to preserve, maintain, and provide access to affordable housing for homeless, low-moderate-income, underserved, and/or special needs residents	High	Income level: Extremely low, low, and moderate Target Area: Community-wide with special emphasis on the Redevelopment District	Affordable housing
Support efforts to revitalize neighborhoods of the Redevelopment District	High	Non-housing community development Target Area: Community-wide with special emphasis on the Redevelopment District	Public improvements and services
Support public facilities that serve the homeless, low-moderate-income, underserved, and/or special needs residents OR low-moderate-income neighborhoods	Low	Income level: Extremely low, low, and moderate Target Area: Community-wide with special emphasis on the Redevelopment District	Public facilities
Support public services that assist homeless, low-moderate-income, underserved, and special needs residents	Low	Income level: Extremely low, low, and moderate Target Area: Community-wide with special emphasis on the Redevelopment District	Public services

Table 50 – Priority Needs Summary

Describe basis for relative priority Summarize the rationale for the priority given to the need. Reference information provided in the Needs Assessment and Market Analysis.

Housing: The Needs Assessment, Market Analysis, and institutional knowledge (the City and local non-profit agencies) all cited the need for additional housing. The need is at all levels of income and locations in Greeley. The City Council considered it a serious enough issue to adopt a Strategic Housing Plan. Local non-profit agencies are collaborating to use the Housing First model to address the needs of (particularly) the most vulnerable in the community. The need for housing was heard through consultations and in the responses to the public survey.

Neighborhood improvements: The City works to bring the infrastructure in the Redevelopment District neighborhoods to a par with the rest of the city. CDBG funds provide a way for the City to target eligible areas and utilize General Funds in areas not eligible for federal funds. Citizens' comments on poor condition of properties and alleys in the Redevelopment District neighborhoods led (in part) the City to prioritize neighborhood improvements and address the residents' concerns.

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Public Facilities and Public Services: The need for public facilities and public services was identified while conducting the Needs Assessment and Market Analysis. Prior to the Great Recession and housing market crash (2007-2009), CDBG funds were not utilized for public services, and the City funded a number of non-profit agencies that provided services. During the Recession, the City discontinued providing support to agencies, and agencies looked to CDBG for support. In order to significantly address housing and neighborhood improvements, the City set assistance to public facilities and services as low priorities for 2020-2024 and expects to reduce the amount of funding assistance available to public services as it returns to the support of "brick-and-mortar-type" activities.

Narrative (Optional)

No additional narrative.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Market conditions will not influence the use of funds for TBRA. The City recognizes the need for TBRA, but does not plan such assistance with CDBG or HOME funds. There are a number of agencies and faith-based organizations that assist with this need.
TBRA for Non-Homeless Special Needs	See response above.
New Unit Production	Market conditions are ripe for production of new units. For-sale housing inventory is low and costly. Rental vacancy rates are very low, and even with the construction of a substantial number of new units, the need for additional rental housing exists. Population increases are another condition that will influence the need for new units. Production will depend on the availability of land and partnerships and approval of tax credit projects and/or other financing means.
Rehabilitation	The high prices and lack of inventory in the for-sale market may make housing rehabilitation more attractive. Homeowners in the low-moderate-income areas of the city may find it more economical to take advantage of the City's Housing Rehab Program to make needed changes, rather than buy a different house.
Acquisition, including preservation	Finding suitable, affordable vacant land to acquire for housing will be the biggest influencer. The City would consider acquisition and preservation of existing units if the opportunity arose and was affordable. Acquisition other than for housing has not been identified as a priority in the 2020-2024 Consolidated Plan.

Table 51 – Influence of Market Conditions

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SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated resources include the CDBG and HOME annual grants, revolving loan funds (Housing Rehab Program), and program income (most of which will come from reallocation of the discontinued Homes Again Purchase Program).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Federal	See Action Plan	$840,000	$369,142	$138,000	$1,347,142	$3,780,000	$840,000 per year grant anticipated
HOME	Federal	See Action Plan	$300,000	$5,000	$762,194	$1,067,194	$1,220,000	$300,000 per year grant anticipated

Table 52- Anticipated Resources - CDBG

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City has historically looked most favorably on applications that provided a minimum of 8-10% of the total funds needed for a CDBG activity. However, during the 2020-2024 Consolidated Plan years, the expectation is that applicants will provide the majority of the funding and request 25% or less from CDBG to complete the activity proposed. The funding may come from non-profits' operating budgets, the Colorado Division of Housing (or other State grant programs), foundations, and/or other donations and fund-raising sources.

While CDBG will provide the greatest percentage of funds for infrastructure activities, City general funds, Quality of Life funds, and food tax dollars will be utilized to the greatest extent possible when improving infrastructure and City-owned facilities in low-moderate-income neighborhoods.

With regard to the HOME program and its match requirement, the City places greatest consideration on those activities that will bring their own match to the activity. The City does, however, carry a large match bank from prior activities that exceeded their match requirements and will provide match from

that bank rather than lose a good housing project due to lack of match. The City's match requirement in recent years had been reduced by HUD from 25% to 12.5%; however, it increased back to 25% in 2019. Match may be achieved through donations, volunteer labor, in-kind cash contributions and other means allowable under the HOME program.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There is no publically owned land or property that could be utilized to address a Consolidated Plan need.

Discussion

Prioritizing housing during the 2020-2024 Consolidated Plan years will most likely require the City to highly leverage its CDBG/HOME housing budget with other funding streams. It is not yet know exactly what those funding streams will be; they will be identified as affordable housing projects are proposed.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Greeley	Government	Lead Agency	City of Greeley
Economic Health & Housing – Greeley Urban Renewal Authority	Department/Division of the City	Administrator	City of Greeley

Table 53 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City has a significant group of agencies that it considers a part of the City's Institutional Delivery System and hopes that the structure is apparent throughout this Plan. The Weld County Department of Human Services is located in Greeley and provides programs to assist low-moderate-income residents. The City could not begin to provide the facilities and services needed to adequately address the needs of the low-moderate-income residents and neighborhoods without the involvement of area non-profit organizations and the County Human Services programs.

A great deal of the Institutional Delivery System's strength lies in the willingness of the agencies to discuss and collaborate on the needs in the community through networks such as Connections, North Colorado Health Alliance, Weld County United Way, the Northern Colorado Continuum of Care, and the Housing

Navigation Center (to name a few). The City does not have enough funding (local or federal) to support all areas possible within the Consolidated Plan.

The area of discharge planning has been discussed as a gap in the Institutional Delivery System. Persons discharged from a medical facility, jail, the corrections system, etc. may be taken to a local shelter for the homeless, which may or may not have available space. Staff at the Guadalupe Community Center addressed this issue recently and was awarded a grant from the North Colorado Medical Center to provide some discharge beds, but the overall issue is ongoing and a topic of discussion.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X		
Mortgage Assistance			
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS			X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			
Other – Food & Nutrition	X	X	

Table 54 - Homeless Prevention Services Summary

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Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

As noted in Table 56, a wide range of services are available in the community, many of which are if not targeted to, available to all categories of homeless persons noted in the question. Homeless persons generally receive referrals from the agencies with whom they are working. Agencies within the Institutional Delivery System are accustomed to working collaboratively to identify and meet the needs. Specific examples include the availability of assistance for rent and utilities through agencies such as Catholic Charities, bus passes provided to United Way and distributed to persons who are homeless, and the Housing Navigation Center and the Community Action Collaborative which work to assess needs and connect individuals and families to resources and services.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

There is strength in the number of providers and in the concern of the City for the homeless and special needs populations. At least one agency locally works with each of the special needs populations identified in the question. As stated before, the collaboration among agencies is probably the biggest strength in the delivery system. By committing to the Housing First model and utilizing the Coordinated Assessment and Housing Placement System to address homelessness, agencies can all refer people to the Housing Navigation Center when housing needs arise. While there were no significant service gaps identified, the community working with the homeless and special needs populations continues to explore ways to avoid duplication of services.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

At this time, the City does not feel there are gaps in the Institutional Delivery System significant enough to warrant a strategy. The needs identified by the City have an institutional structure behind them that can work toward the needs, priorities, and goals noted in a collaborative, collective impact way. If communication and efforts remain cooperative, the existing system will be sufficient to address the identified priority needs.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Goals are stated in Table 57 below. Specific affordable housing projects have not yet been identified (with SF rehab loans and grants excepted), so setting goals for that priority is difficult. Although goals are

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identified within the table, it is expected that funding and goals will move among the categories of affordable housing goals as projects are identified.

CDBG Administration: 20% of grant, estimated $168,000 annually; $840,000 total estimated 2020-2024.

HOME Administration: 10% of grant, estimated $30,000 annually; $150,000 total estimated 2020-2024.

Priority (Category): Affordable housing

Geographic Area: The City will consider all proposals for affordable housing projects regardless of location. Housing rehab is targeted to the Redevelopment District, but up to 20% can be outside those boundaries.

Goal Name	Funding	Goal Outcome Indicator	Goal Description
Housing Rehab Administration	CDBG: $80,000	NA	Provide administration to the housing rehabilitation program.
SF Housing Rehab Loans	CDBG: $520,074	23 units rehabbed	Loans will be provided to LMI single-family owner households to improve energy efficiency, address major systems needs (HVAC, plumbing, etc.), or other issues that cause for substandard housing.
SF Housing Rehab Grants	CDBG: $36,000	12 units rehabbed	Grants will be provided to low- or extremely-low-income single-family owner-occupied households on an emergency basis. Grants are only available to households without the means to repay a loan and to address an emergency situation.
MF Housing Rehab Loans/Grants	CDBG: $250,000	15 units of multi-family housing rehabbed	Loans will be available to owners of affordable multi-family units in need of rehab; grants available to non-profit owners or on a case-by-case basis.
Property Acquisition or infrastructure support for new SF Housing	CDBG: $200,000 HOME: $1,380,000	35 units of Habitat for Humanity SF units; 6 other units	Provide funding to developers needing acquisition or infrastructure support for the development of affordable SF ownership units. Infrastructure support includes payment of fees and water/sewer tap fees, which will be a subsidy to the homeowner and require affordability periods.
Property Acquisition or infrastructure support for new MF Housing	CDBG: $794,568 HOME: $907,194	75 new units of MF housing	Provide funding to developers needing acquisition or infrastructure support for developing new multi-family housing.
Conversion to housing units	CDBG: HOME	No goal	No budget. This has been included so than the City could take advantage of an opportunity, should one arise. No goal or funds are attached yet.
Housing specific Public Services	CDBG: $125,000	2500 people served	Provide funding to agencies who provide a housing-specific service to clients.

Table 55a – Goals Summary

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Priority: Neighborhood Improvements

Geographic Area: Activities in support of the goals will be primarily within the Redevelopment District. The Clean-up Weekend is available citywide, and areas associated with the goal for Public Improvements-Lighting could include low-moderate-income neighborhoods that are not within the Redevelopment District.

Goal Name	Funding	Goal Outcome Indicator	Goal Description
Public improvements-infrastructure (curb, gutter, sidewalks, drainage, etc.)	CDBG: $1,021,000	5 infrastructure activities; 10,000 households	Support the City's continued efforts to install missing infrastructure or replace existing that is substandard or unsafe in Redevelopment District neighborhoods. This might include sidewalks, curbs and gutters, accessibility ramps, and drainage.
Public improvements-Alley reconstruction	CDBG: $555,000	5 infrastructure activities; 250 households	Support the City's continued efforts to improve neighborhoods by reconstructing of gravel alleys to asphalt in the Redevelopment District.
Public Improvements-Lighting	CDBG: $300,000	5 infrastructure activities; 50 households	Support the City's continued efforts to provide additional streetlights or other lighting needs in LMI neighborhoods, predominantly within the Redevelopment District.
Public Improvements-Parkway Tree Planting	CDBG: $80,500	5 infrastructure activities; 1,500 households	Support the City's continued improve LMI neighborhoods by reforestation in the parkway areas of the Redevelopment District.
Property Conditions-Clean-up Weekend	CDBG: $75,000	5 public service activities; 6,250 households	Support the annual clean-up weekend to improve conditions in the City, predominantly in the LMI neighborhoods.

Table 55b – Goals Summary

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Priority: Public Facility Assistance

Assistance will be available to public facilities by virtue of the neighborhood or population served by the facility. Either the service area must be considered a low-moderate-income area, or the clientele utilizing the service must qualify as low-moderate-income residents (at least 51%).

Goal Name	Funding	Goal Outcome Indicator	Goal Description
Assistance to public facilities	CDBG: $120,000	4 facilities assisted; 500 people	Provide assistance to agencies for public facility improvements that either serve a LMI neighborhood or serve LMI clients.

Table 55c – Goals Summary

Priority: Public Services Assistance

Assistance for public service activities typically targets a low-moderate-income clientele, rather than a geographic area.

Goal Name	Funding	Goal Outcome Indicator	Goal Description
Assistance to agencies/ organizations providing a public service not related to housing	CDBG: $130,000	12 public services; 7,500 people	Provide assistance to agencies/organizations that provide a public service that is not specifically a housing service to clients, with at least 51% of those receiving the service qualifying as a LMI household.

Table 55d – Goals Summary

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

"The affordable housing section shall include specific objectives that describe proposed accomplishments, that the jurisdiction hopes to achieve and must specify the number of extremely low-income, low-income, and moderate-income families, and homeless persons to whom the jurisdiction will provide affordable housing as defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership over a specific time period."

At the time this Plan was developed, the following housing goals were set for the years 2020-2024:

Rental housing

CDBG and/or HOME funds for affordable housing projects will be available each of the five years of the 2020-2024 Consolidated Plan. It is expected that the available funds will leverage other funding to create 75 units of new multi-family housing over the five-year period.

- **Goal** – 10 homeless; 15 extremely-low-income; 45 low-income; 5 moderate income
- **Goal** – Rehab ten units of multi-family housing – 10 low-income

Homeownership

The City plans to continue its partnership with Greeley-Weld Habitat for Humanity.

- **Goal** – Seven Habitat for Humanity families per year earning 30%-80% of AMI with 2 low-income families and 5 moderate-income families.
- **Goal** – Six homeownership units (not constructed by Habitat) – 6 moderate-income households?

Other

Applications for HOME assistance are reviewed as received. Additional goals will be determined as applications are approved for funding.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

There is no Section 504 Voluntary Compliance Agreement in effect for the Greeley Housing Authority.

Activities to Increase Resident Involvements

The Housing Authority reports no activities designed to increased resident involvements.

Is the public housing agency designated as troubled under 24 CFR part 902?

No, the Greeley Housing Authority is not designated as troubled under 24 CFR part 902.

Plan to remove the 'troubled' designation

Not applicable.

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SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Barriers were cited in detail under Section MA-40-Barriers to Affordable Housing and included not just effects of public policies, but also issues identified in Greeley's Strategic Housing Plan. Briefly, the barriers discussed in MA-40 are:

- Tax policies
- Land use controls and zoning ordinances
- Fees and charges
- HUD requirements
- Cost of construction and development related costs; raw water costs
- Lack of financing
- Lack of skilled labor
- Rising costs of existing homes
- Flat wages
- Missing homes not built during the Great Recession and Greeley's residential downturn

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

By affordable housing barrier named above, the following are anticipated strategies to remove or ameliorate the barriers. Action steps were developed as part of Greeley's Strategic Housing Plan and are in Appendix B. If the strategy to remove or ameliorate the barriers is a part of the Strategic Housing Plan, it is so noted.

- Tax policies – No changes. There are no City tax policies that would affect affordable housing. Property taxes are set under State law.
- Land use controls and zoning ordinances; building codes – See the Strategic Housing Plan – Strategy 1 (Amend the Development Code to Promote Housing Choice).
- Fees and charges - See the Strategic Housing Plan – Strategy 1 (Amend the Development Code to Promote Housing Choice) and Strategy 2 (Develop Financial Strategies that Minimize Development Costs).
- Growth limits – Greeley does not impose growth limitations.
- HUD requirements – The City has no control over this area.
- Raw water costs – See the Strategic Housing Plan – Strategy 5 (Address the Impact of Raw Water on Housing Affordability).

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- Cost of construction and development related costs – The cost of construction is not within control of the City; see the Strategic Housing Plan – Strategy 2 (Develop Financial Strategies that Minimize Development Costs).
- Lack of financing – The City has no control over construction lending or lending for land development.
- Lack of skilled labor – While the City does not plan to address this issue within the city government auspices, it will continue to support the school district's and post-secondary education institutions' development of courses and apprenticeships in skilled trades (Strategic Housing Plan, Strategy 8).
- Rising costs of existing homes – The City cannot control the private sales market, but looks for ways to ease some of the increased cost burden, including adopting down payment assistance programs and through the strategies identified in the Strategic Housing Plan. It is expected that the down payment assistance programs currently offered will continue.
- Flat wages – The City's Economic Health and Housing Department will continue to look for ways to diversify the Greeley economy and attract good businesses to the community.
- Missing homes not built during the Great Recession and Greeley's residential downturn – Implementation of the Strategic Housing Plan should help with increasing construction of housing in Greeley. Reference the Strategic Housing Plan in Appendix B.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The CAHPS assesses needs using the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) scoring model. The intent is to reach and house the most vulnerable people. The Cold Weather Shelter staff works seasonally with homeless and assesses needs with assistance from the Northern Colorado Health Alliance.

Addressing the emergency and transitional housing needs of homeless persons

Housing needs are addressed through the programs at the Guadalupe Community Center, A Woman's Place, the Greeley Transitional House, the Housing Navigation Center, and with utilization of the CAHPS system. Homeless persons are housed as quickly as possible; however, the lack of available housing makes immediate housing a challenge.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

All three shelters in Greeley (A Woman's Place, Guadalupe Community Center, and Greeley Transitional House) work with the homeless population. Their programs are designed to educate and assist households as they transition to permanent housing and to help them avoid homelessness in the future. Programs offered through the case managers include budgeting, being a good tenant, resume writing, etc., all of which are intended to help homeless households improve their circumstances.

The CAHPS identifies, through VISPDAT scoring, the most vulnerable people and provides assistance in finding housing. The Housing Navigation Center is also a place where the homeless can go for resources and assistance to locate housing.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

There are a number of social services available in Greeley that are identified throughout the sections of this Consolidated Plan. Also noted are the agencies who work specifically with individuals and families at risk of homelessness, including those discharged from a publicly funded institution or system of care. The Guadalupe Community Center was recently awarded a grant to provide beds for persons discharged from the North Colorado Medical Center. "Connections" is a collaborative effort among agencies to work with persons discharged from jail or the corrections system to help them find housing, servicers, or to help meet a specific need.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

CDBG revolving loan funds have supported a single-family housing rehabilitation program for many years. Policies for the program follow federal Lead-Based-Paint mitigation standards. The rehab program can address hazards and thus increase access to housing without lead-based paint hazards.

During the 2020-2024 Consolidated Plan, the rehabilitation activity may expand to include multi-family rehabilitations, which would again be subject to the federal standards for lead-based paint migration.

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How are the actions listed above related to the extent of lead poisoning and hazards?

The actions are not directly linked to the extent of lead poisoning and hazards. Available funding is not sufficient to address the issues of lead paint outside of the CDBG housing rehab program and available housing rehabilitation funds.

How are the actions listed above integrated into housing policies and procedures?

- The single-family housing rehab program policies require testing for lead-based paint by a certified lead-based paint inspector on any house constructed pre-1978 on which rehab is to be done that involves work that would disturb an existing painted surface (such as replacement of windows or doors or exterior painting) regardless of the housing activity involved (rehab, reconstruction, single-family, multi-family, etc.).

- When administering the City's federal grants, GURA policies also requires that all rehab work disturbing a painted surface be performed by an Environmental Protection Agency-certified Renovation, Repair, and Painting Program contractor who has been properly trained in setup and disposal of lead containing materials. A third party provides clearance of work in the affected areas. The rehab contract addresses safe work with lead-based paint.

- The GURA Manager holds two lead-based paint certifications from the Colorado Department of Public Health and Environment, Air Pollution Control Division. The certifications are Lead-Based Paint Inspector and Lead-Based Paint Risk Assessor. GURA's Manager attends lead-based paint abatement training when available and holds individual Environmental Protection Agency certification in RRP to oversee contractors.

- Applicants for all housing programs, to the extent they deal with houses constructed prior to 1978 activities, are provided information packets about the dangers of lead-based paint when applying for assistance. Both English and Spanish versions of the information are available.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

A Consolidated Plan priority is to provide assistance to non-profit providers of public services. Consolidated Plan goals are listed elsewhere in the Plan.

The City provides bus passes to United Way for no cost for disbursal to non-profit agencies with clientele who need transportation. These bus passes as also available to persons who are homeless at the Cold Weather Shelter. Discount cards are available for seniors and people with disabilities; youth age 18 and younger can ride for free.

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The City does not have other programs and services that might reduce the number of poverty-level families. Programs are best implemented through the non-profit agencies in the community and through the education system. Programs provided by the non-profit agencies within the Institutional Delivery System have the expertise and capacity to deliver programming aimed at reducing poverty in te community.

A specific example of an agency with programming available in the area that could help reduce poverty is the Immigrant and Refugee Center (IRC). The IRC, located in Evans (adjacent to southeast Greeley), provides educational services to adults at a reduced cost. IRC provides classes in English as a Second Language, Adult Basic Education, High School Equivalency, and Citizenship. Data from the IRC (the agency was formed by merging two agencies formerly located in Greeley: the Global Refugee Center and Weld Right-to-Read) shows there are 23 languages/dialects spoken by its students (Spanish is one of those).

The City assists in efforts to serve people with Limited English Proficiency (LEP) through policies and procedures it has in place. Forms and ads are frequently in English and Spanish, and translation services for many languages are available on request.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The Consolidated Plan and the City's Strategic Housing Plan both identified affordable housing as a community need and will take into consideration the income levels targeted in new developments of housing. Increasing the number of units available in the community should relax the current competition for housing, both in the rental and for-sale markets. It is anticipated that the partnership between the City (HOME funds) and Habitat for Humanity will continue. The Habitat model provides homeownership to households that otherwise could not afford to buy a home and stabilizes their housing costs for the 30-year mortgage term.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

CDBG

CDBG activities are monitored at several levels, starting with the annual receipt and review of applications. Technical assistance meetings are offered early in the application process to ensure

applicants are informed. During the activity, GURA staff is involved in procurement, bidding language (Section 3; Minority and Women Owned Business statements), and contracting (when applicable); meets individually with the awardees to review the City agreements; and makes great effort to notify agencies that staff is available for technical assistance upon request. There is also a limited desk review at the time draw requests are received.

Annual on-site monitoring is conducted on a minimum of 10% of the agencies that received funding during that fiscal year with the goal of on-site monitoring of no fewer than three subrecipients, subject to staff modification based on activities and subrecipients.

HOME

The City has 12 multi-family developments that include HOME units. City policy is a rental monitoring schedule that follows old HOME regulations (every year for projects with 26 or more units, every other year for projects with five to 25 units, and every three years for projects with one to four units)). Monitoring is conducted annually in July/August. All HOME units, whether due for an on-site monitoring or not, are monitored annually for rent compliance. Likewise, Greeley-Weld Habitat for Humanity's homeownership program and CHDO status are monitored whenever a new funding request is received, generally on an annual basis.

Minority-and Women-Owned Business Outreach

The City does not discriminate against minority-or women-owned businesses during the bidding process and has awarded bids to a number of contracts to minority-and women-owned businesses over the years. Greeley is not a large community and has a small pool of contractors willing to bid on work that involves Federal funds. No bidder is discouraged.

When advertising an Invitation to Bid, both the City and GURA include a statement encouraging minority- and women-owned businesses to apply. (They also include a Section 3 statement.) A sample bid invitation by GURA follows: *"Bids are being solicited for (insert job) by Greeley Urban Renewal Authority (GURA). Bids will be accepted until (time) on (date). Bidders must meet qualifications set by GURA. Women- and minority-owned businesses are encouraged to participate. Section 3 requirements for opportunities for low-moderate-income residents and businesses may apply. For more information call (GURA office phone number)."*

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

During the five-year Consolidated Plan period, the City of Greeley anticipates receiving approximately $4.2 million in CDBG funds and $1.2 million in HOME funds, as shown in the table below. Program income and revolving loan funds will also contribute to the expected CDBG resources; a modest amount of program income attributed to the HOME program will also be available.

In addition to CDBG and HOME funds, other potential funding sources available to address housing, homeless, and community development needs in Greeley include the City's general fund, Low Income Housing Tax Credits, funding through the Northern Colorado Continuum of Care, (not under the City's control), Section 8 Housing Choice Vouchers, and affordable housing funds available through the State of Colorado Division of Housing. The City also has staff that work on housing and community development activities outside of the federally-funded staff.

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Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Federal	Administration Affordable housing Public improvements Public facilities Public services	$840,000	$369,142	$138,000	$1,347,142	$3,780,000	Expected amount for the remainder of the ConPlan years includes an annual CDBG of $840,000 and anticipated program income of $105,000 per year.
HOME	Federal	Administration Affordable housing	$300,000	$5,000	$762,194	1,067,194	$1,220,000	Expected amount for the remainder of the ConPlan years includes an annual HOME grant of $300,000 and anticipated program income of $5,000 per year.

Table 56 - Expected Resources – Priority Table

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG non-profit applicants are expected to provide the majority of funding for the activities for which they request assistance. City funds will support infrastructure activities, if funds are available. Affordable housing projects will be supported (it is anticipated) with funding from the Division of Housing and/or Low Income Housing Tax Credits. HOME projects will provide a minimum 25% match, as required, or utilize the City's accumulated match funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There is no publically owned land or property that could be utilized to address a Consolidated Plan need.

Discussion

Despite these potential resources, funding is not expected to be sufficient to address all needs identified in the Consolidated Plan. Funding shortages are consistently the most significant barrier to fully addressing Greeley's housing and community development needs, and become more acute as costs to provide services, infrastructure improvements, and construct housing increase.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Goal Name	Funding	Goal Outcome Indicator	Goal Description
Priority (Category): Affordable housing			
CDBG Administration	CDBG: $168,000	NA	Administration of the CDBG program.
Housing Rehab Administration	CDBG: $0		Administration of the Housing Rehab program will be funded with prior year's funding.
SF Housing Rehab Loans	CDBG: $244,074	10 units rehabbed	Loans will be provided to LMI single-family owner households to improve energy efficiency, address major systems needs (HVAC, plumbing, etc.), or other issues that cause for substandard housing.
SF Housing Rehab Grants	CDBG: $0	0 units rehabbed	The Housing Rehab Grant program will be funded with prior year's funding. There is no 2020 goal.
Property Acquisition or infrastructure support for new SF Housing	CDBG: $40,000 HOME: $231,000	7 units of Habitat for Humanity SF units	Provide funding to developers needing acquisition or infrastructure support for the development of affordable SF ownership units. Infrastructure support includes payment of fees and water/sewer tap fees, which will be a subsidy to the homeowner and require affordability periods.
Property Acquisition or infrastructure support for new MF Housing	CDBG: $214,568 HOME: $806,194	40 new units of MF housing	Provide funding to developers needing acquisition or infrastructure support for developing new multi-family housing.
MF Housing Rehab Loans/Grants	CDBG: $50,000	5 units of multi-family housing rehabbed	Loans will be available to owners of affordable multi-family units in need of rehab; grants available to non-profit owners or on a case-by-case basis.
Conversion to housing units	CDBG: HOME	No goal	No budget. This has been included so than the City could take advantage of an opportunity, should one arise. No goal or funds are attached yet.
Housing related Public Services	CDBG: $20,000	500 people served	Provide funding to agencies who provide a housing-specific service to clients.

Table 57a – Goals Summary

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Priority (Category): Neighborhood improvements			
Public improvements-infrastructure (curb, gutter, sidewalks, drainage, etc.)	CDBG: $365,000	1 infrastructure activities; 2000 households	Support the City's continued efforts to install missing infrastructure or replace existing that is substandard or unsafe in Redevelopment District neighborhoods. This might include sidewalks, curbs and gutters, accessibility ramps, and drainage.
Public improvements-Alley reconstruction	CDBG: $155,000	1 infrastructure activities; 50 households	Support the City's continued efforts to improve neighborhoods by reconstructing of gravel alleys to asphalt in the Redevelopment District.
Public Improvements-Lighting	CDBG: $0	No 2020 goal	Support the City's continued efforts to provide additional streetlights or other lighting needs in LMI neighborhoods, predominantly within the Redevelopment District.
Public Improvements-Parkway Tree Planting	CDBG: $20,500	1 infrastructure activities; 300 households	Support the City's continued improve LMI neighborhoods by reforestation in the parkway areas of the Redevelopment District.
Property Conditions-Clean-up Weekend	CDBG: $15,000	1 public service activities; 1,250 households	Support the annual clean-up weekend to improve conditions in the City, predominantly in the LMI neighborhoods.

Table 57b – Goals Summary

Priority (Category): Public Services Assistance			
Assistance to agencies/ organizations providing a public service not related to housing	CDBG: $55,000	4 public services; 1500 people	Provide assistance to agencies/organizations that provide a public service that is not specifically a housing service to clients, with at least 51% of those receiving the service qualifying as a LMI household.

Table 57c – Goals Summary

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Projects

AP-35 Projects – 91.220(d)

Introduction

There is a project associated with each of the goals identified in the previous section with the exception of the affordable housing goals. Housing projects will be identified by separate process in 2020. The GURA Board recommended the projects in Table 58 for approval along with the 2020 budget based on applications received, resources available, and how well they met a priority of the Consolidated Plan. City Council will formally set the budget on October 1, 2019.

Projects

#	Project Name
1	CDBG Administration-2019
2	Single-family Housing Rehab Loans
3	Acquisition or infrastructure support for single-family housing
4	Acquisition or infrastructure support for multi-family housing
5	Multi-family rehab loans/grants
6	Non-profit housing public service-United Way-CAHPS
7	Non-profit housing public service-Greeley Transitional House-Housing Case Manager
8	Public Improvements-Infrastructure Improvements-Redevelopment District
9	Public Improvements-Infrastructure Improvements-Alley reconstruction in RD
	Public Improvements-Infrastructure Improvements-Street light installation
10	Public Improvements-Parkway Tree Planting
11	Public Service Property Conditions-Clean-up Weekend
12	Non-profit Public Service-Northern Colorado Health Alliance-Community Action Collaborative
13	Non-profit Public Service-United Way of Weld County-Cold Weather Shelter
14	Non-profit Public Service-Senior Resource Services-Transportation Assistance
15	Non-profit Public Service-Guadalupe Community Center-Case Manager
16	HOME Grant Administration
17	HOME Program Homeownership-Habitat for Humanity
18	HOME Program Rental-TBD Project
19	Acquisition for rental housing

Table 58 – Project Information

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Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities were set based on the analysis of the market and needs and public input. Applications received further drive the allocation priorities. Recommended projects best met the set priorities, with highest consideration given to housing-and neighborhood revitalization-related activities/projects.

Funding availability is always an obstacle. Prioritizing brick-and-mortar-type projects during 2020-2024 to support affordable housing and neighborhood revitalization will result in less funding availability for non-profit agencies needing improvement to a public facility and for public services that provide services to underserved.

AP-38 Project Summary

Project Summary Information

The recommended CDBG and HOME budgets re below; a summary table follows.

CDBG Project	Expected Resources 2020
CDBG Administration-2019	$ 168,000
Single-family Housing Rehab Loans	244,074
Acquisition or infrastructure-single-family housing	40,000
Acquisition or infrastructure-multi-family housing	214,568
Multi-family rehab loans/grants	50,000
Housing public service-United Way-CAHPS	10,000
Housing public service-Greeley Transitional House	10,000
Redevelopment District infrastructure improvements	365,000
Infrastructure Improvements-Alley reconstruction in RD	155,000
Public Improvements-Parkway Tree Planting	20,500
Public service property conditions-Clean-up Weekend	15,000
Public Service-Northern Colorado Health Alliance	15,000
Public Service-United Way-Cold Weather Shelter	20,000
Public Service-Guadalupe Community Center	10,000
Public Service-Senior Resource Services	10,000
CDBG Total	**$1,347,142**
HOME Project	**Expected Resources 2020**
Administration	$ 30,000
Habitat for Humanity Homeownership	231,000
TBD Rental project	806,194
HOME Total	**$1,067,194**

Table 59a – Projects Summary

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1.	**Project Name**	CDBG Administration
	Target Area	NA
	Goals Supported	All
	Needs Addressed	NA
	Funding	CDBG: $168,000
	Description	General administrative costs associated with CDBG program.
	Target Date	NA
	Number of Families to benefit from activity	NA
	Location Description	1100 10th Street, Suite 201, Greeley, CO
	Planned Activities	NA
2.	**Project Name**	SF Owner-Occupied Housing Rehab Loans
	Target Area	Redevelopment District-Comprehensive, Primarily (80%).
	Goals Supported	SF Housing Rehab Loans.
	Needs Addressed	Affordable housing.
	Funding	$145,074 (prior years' RLF) + $99,000 projected new RLF
	Description	Funds will be used to provide zero-interest loans to qualified homeowners in need of housing rehab including work to address code deficiencies (such as electrical or plumbing updates) or energy efficiency. The maximum allowable loan is $24,500.
	Target Date	This ongoing activity rolls available revolving loan funds forward into a new activity each year.
	Number of families to benefit from activity	Ten LMI households.
	Location Description	TBD, as applications are received and approved. A minimum of 80% of the work done must be within the Redevelopment District boundaries, as noted above.
	Planned Activities	Assist homeowners with housing rehab needs. Work could include improvements to energy efficiency or to address code issues (such as outdated electrical service).

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3.	**Project Name**	TBD Acquisition or Infrastructure for single-family housing project
	Target Area	TBD
	Goals Supported	Acquisition or infrastructure support for new SF housing
	Needs Addressed	Affordable housing
	Funding	CDBG: $40,000
	Description	Funds will be made available to developers of single-family housing to support the construction of units, through either acquisition or infrastructure assistance.
	Target Date	12/31/20
	Number of families to benefit from activity	One
	Location Description	TBD
	Planned Activities	See description.
4.	**Project Name**	Acquisition or Infrastructure for multi-family housing
	Target Area	TBD
	Goals Supported	Affordable multi-family housing
	Needs Addressed	Affordable housing
	Funding	CDBG: $214,568
	Description	Funds will be made available to developers of multi-family housing to support the construction of affordable units, through either acquisition or infrastructure assistance.
	Target Date	12/31/20
	Number of families to benefit from activity	40
	Location Description	TBD
	Planned Activities	See description.

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5.	**Project Name**	TBD Multi-family housing rehab loans/grants program
	Target Area	TBD
	Goals Supported	Multi-family housing rehab loans/grants
	Needs Addressed	Affordable housing
	Funding	CDBG: $50,000
	Description	Loans will be available to owners of affordable multi-family units in need of rehab; grants available to non-profit owners or on a case-by-case basis.
	Target Date	12/31/20
	Number of families to benefit from activity	5
	Location Description	TBD
	Planned Activities	Rehab multi-family housing units to maintain the supply of decent, affordable units
6.	**Project Name**	Public Service Housing – United Way – CAHPS
	Target Area	City of Greeley, including Redevelopment District
	Goals Supported	Housing specific public services
	Needs Addressed	Affordable housing
	Funding	CDBG: $10,000
	Description	Funding will support the United Way CAHPS Coordinator position, which oversees the regions Coordinated Entry System. CAHPS assesses people in need of housing, provides leads to housing, and maintains a "by name" list of people in need of housing.
	Target Date	12/31/20
	Number of families to benefit from activity	200
	Location Description	2830 11th Avenue, Evans (Part of the Housing Navigation Center)
	Planned Activities	Support efforts to collaboratively get the most vulnerable people into housing as quickly as possible through the Coordinated Assessment and Housing Placement System (CAHPS).

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7.	**Project Name**	Non-profit Public Service-Greeley Transitional House-Housing Case Manager
	Target Area	Redevelopment District-Comprehensive, but available City-wide
	Goals Supported	Support public services that are specific to housing
	Needs Addressed	Affordable housing
	Funding	CDBG: $10,000
	Description	Funds will support the cost of a continuing a part-time staff position.
	Target Date	8/1/2021
	Number of families to benefit from activity	100 families
	Location Description	1206 10th Street, Greeley
	Planned Activities	A part time housing caseworker and associated costs of the Landlord Recruitment Program will continue to be supported with CDBG. The case manager works with families to help repair housing/credit histories and make them more marketable to landlords. The case manager also explores potential grant funding for landlord risk mitigation funding (second security deposit, clean-up fund, etc.).
8.	**Project Name**	Public Improvements-Infrastructure Improvements-Redevelopment District (RD)
	Target Area	Redevelopment District-Comprehensive
	Goals Supported	Public improvements-infrastructure
	Needs Addressed	Neighborhood revitalization
	Funding	CDBG: $365,000
	Description	Funding will help complete missing or replace deficient infrastructure in the Redevelopment District neighborhoods, particularly sidewalks ramps for accessibility, curbs, and gutters, for improved public safety, and other costs that may be incurred as part of this activity. This is the 4th Phase of a multi-year undertaking.
	Target Date	12/31/20
	Number of families to benefit from activity	LMA Benefit to 2,000 households estimated
	Location Description	TBD in Redevelopment District
	Planned Activities	Install missing infrastructure per description above.

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9.	**Project Name**	Public Improvements-Infrastructure Improvements-Alley reconstruction in RD-Phase II
	Target Area	Redevelopment District-Comprehensive
	Goals Supported	Public improvements-infrastructure
	Needs Addressed	Neighborhood revitalization
	Funding	CDBG: $155,000
	Description	To help deal with dust and drainage issues, provide a smoother driving surface, and encourage residents to keep their property cleaner, alleys will be reconstructed. Due to limited funding, the Street Division is only able to reconstruct 4-5 alleys annually; this funding will increase the number reconstructed by 10-12.
	Target Date	12/31/20
	Number of families to benefit from activity	LMA Benefit to 50 households estimated
	Location Description	TBD alleys in the Redevelopment District
	Planned Activities	Reconstruct 10-12 alleys.
NA.	**Project Name**	Public Improvements-Infrastructure Improvements-School zone speed lights installation
	Target Area	Greeley, including Redevelopment District
	Goals Supported	Public improvements-infrastructure
	Needs Addressed	Neighborhood revitalization
	Funding	CDBG: $0
	Description	Low-moderate-income neighborhoods with schools would receive speed lights to improve safety for the children attending the schools.
	Target Date	Not applicable – do not recommend funding.
	Number of families to benefit from activity	LMA Area benefit – approximately 200
	Location Description	TBD locations in Redevelopment District and low-moderate-income areas
	Planned Activities	Install approximately 8-10 school zone lights.

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10.	**Project Name**	Public Improvements-Parkway Tree Planting
	Target Area	Redevelopment District-Comprehensive
	Goals Supported	Public improvements-infrastructure
	Needs Addressed	Neighborhood revitalization
	Funding	CDBG: $20,500
	Description	Funds provided to this program will continue infrastructure improvements by planting trees in the parkway area of neighborhoods in the Redevelopment District. These neighborhoods are some of the oldest in the City and most also have a high minority population. All have more than 51% low-moderate-income residents. Homeowners contract with the City Forestry Program and care for the trees post-planting.
	Target Date	8/31/20
	Number of families to benefit from activity	This is a LMA benefit with an estimated 300 households benefiting. All addresses receiving a tree(s) are within the boundaries of the Redevelopment District (map attached) in a Census Tract with a LMI percentage of more than 51%. Actual Census Tracts to be included in the LMA calculations in IDIS will be determined once the homeowners are identified. [For informational purposes only, it is expected that approximately 15 households will receive a tree(s).]
	Location Description	TBD as households willing to work within the program parameters are identified; all will be within the boundaries of the Redevelopment District.
	Planned Activities	Identify parkway areas where trees are needed. Contact owner and contract with those who agree to commit to appropriate care of the tree(s) planted. Purchase and plant trees.

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11.	Project Name	Public Service Property Conditions-Clean-up Weekend
	Target Area	Redevelopment District-Comprehensive
	Goals Supported	Property conditions
	Needs Addressed	Neighborhood revitalization
	Funding	CDBG: $15,000
	Description	This annual event provides residents of Greeley with a place to bring trash for a cost that is less than using the landfill. (This project is available to the entire community; the percentage of LMI residents compared to the percent of CDBG funds in the activity is calculated.)
	Target Date	5/31/20
	Number of families to benefit from activity	1,250 households.
	Location Description	Citywide, with intense efforts in north and east Greeley (low- moderate-income areas) in order to reduce code violations and cleanup in this area. The event drop off spot is in Census Tract 1, which has a LMI percentage of 79% and is surrounded by LMI tracts. However, because the activity is available city-wide, when calculating the LMI percentage for IDIS, the following census tracts are included: 1, 2, 3, 4.01, 4.02, 5.01, 5.02, 6, 7.01, 7.03, 8, 9, 10.03, 11, 12.01, 12.02, 13 (block groups 2, 3, and 4) 14.08, 14.09, 14.10, 14.11, 14.13, 14.14, 14.15, and 14.17. The only Census Tracts in the city that are not included are those on the far west side of Greeley. The housing and landscaping is new and it is clear across town to access the event. These census tracts are not appropriate due to that reasoning. With the Census Tracts noted, the LMI percentage for the 2019 Clean-up activity was 53.78%.
	Planned Activities	Hold the annual clean-up weekend. The event is staged in northeast Greeley, an area most convenient to the LMI neighborhoods in the City. Flyers will be distributed in low-income neighborhoods and help provided to the residents, if needed and requested. (City trucks will be available to haul debris to the site if needed).

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12.	**Project Name**	Non-profit Public Service-Northern Colorado Health Alliance-Community Action Collaborative
	Target Area	Redevelopment District-Comprehensive, but available City-wide
	Goals Supported	Assist agencies providing non-housing specific public service
	Needs Addressed	Assist homeless, special needs, underserved persons
	Funding	CDBG: $15,000
	Description	The Collaborative provides non-emergency services when a 911 call is non-emergent. A collaboration of first responders, law enforcement, healthcare, behavioral health, and community agencies work with other agencies to establish activities to enhance prevention and diversion strategies. Typically, persons assisted are homeless or on Medicaid. The Collaborative worked with the cold weather shelter staff to identify health issues (physical, mental) and engage in conversations about housing. The activity enables practitioners to meet with this low-income clientele and determine what services they need.
	Target Date	8/1/2021
	Number of families to benefit from activity	500
	Location Description	Mobile van meets people at their point of need.
	Planned Activities	Funds will support the coordinator position responsible for implementing and managing the Community Action Collaborative.
13.	**Project Name**	Non-profit Public Service-United Way of Weld County-Cold Weather Shelter
	Target Area	Redevelopment District-Comprehensive, but available City-wide
	Goals Supported	Assist agencies providing non-housing specific public service
	Needs Addressed	Assist homeless
	Funding	CDBG: $20,000
	Description	Funds will help staff and provide services to homeless persons during the cold weather months, most likely from November 1, 2020, through April 15, 2021.
	Target Date	7/1/2021
	Number of families to benefit from activity	300
	Location Description	2930 11th Avenue, Evans
	Planned Activities	Staff the shelter and for provide for other directly related expenses

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14.	**Project Name**	Non-profit Public Service-Senior Resource Services-Transportation Assistance
	Target Area	Redevelopment District-Comprehensive, but available City-wide
	Goals Supported	Assist agencies providing non-housing specific public service
	Needs Addressed	Assist underserved persons-seniors
	Funding	CDBG: $10,000
	Description	Funds will support the provision of transportation services for persons over the age 60+. Senior Resource Services (SRS) transports seniors to medical appointments, grocery stores, financial and government institutions, social events, houses of worship, and personal grooming appointments. The services directly increase seniors' ability to maintain their health and independence through consistent availability of medical care, and reduce re-hospitalization, offer a way to increase nutrition quality through fresh food, and decrease social isolation and the resulting depression.
	Location Description	800 8th Avenue, Greeley
	Planned Activities	This funding will transportation service to seniors (+60).
15.	**Project Name**	Non-profit Public Service-Guadalupe Community Center-Case Managers
	Target Area	Redevelopment District-Comprehensive, but available City-wide
	Goals Supported	Assist agencies providing non-housing specific public service
	Needs Addressed	Assist homeless
	Funding	CDBG: $10,000
	Description	Funds will support the case management services provided at the homeless shelter.
	Target Date	8/1/2021
	Number of families to benefit from activity	225
	Location Description	1442 N. 11th Avenue, Greeley
	Planned Activities	Provide shelter residents in extended-stay with a case manager to develop goals pertaining to employment, establishing income, building a savings, and permanent housing. Classes on computer skills, money management, parenting, life skills, etc. are provided. GCC also provides supportive services including Emergency Assistance with rent/utility, Emergency Assistance to victims of crime and Services to Seniors and Kinship Families. Those receiving this service are not necessarily homeless.

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16.	**Project Name**	HOME Grant Administration
	Target Area	NA
	Goals Supported	All
	Needs Addressed	NA
	Funding	HOME: $30,000 (or 10% of HOME grant)
	Description	General administrative costs associated with HOME program.
	Target Date	NA
	Number of families to benefit from activity	NA
	Location Description	1100 10th Street, Suite 201, Greeley, CO
	Planned Activities	NA
17.	**Project Name**	HOME Program Homeownership-Habitat for Humanity
	Target Area	Redevelopment District-Comprehensive; other TBD
	Goals Supported	Acquisition or infrastructure support for new SF housing
	Needs Addressed	Affordable housing.
	Funding	HOME: $231,000. The City will utilize its 15% CHDO requirement for this activity, approximately $45,000 (included in the $231,000).
	Description	As available, HOME funds may be allocated to seven (or more) units of housing for Habitat for Humanity families. Assistance will reduce the sales price of the house and establish the period of affordability. (See AP90-Program Specific Requirements-HOME for description of the assistance provided under this project.) CHDO funds will be utilized on one house and provide partial funding for a second with total up to 15% of HOME grant reserved for CHDOs.
	Target Date	9/30/2021
	Number of families to benefit from activity	Seven
	Location Description	TBD
	Planned Activities	See description.

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18.	**Project Name**	HOME Program Rental-TBD Project
	Target Area	City; Redevelopment District
	Goals Supported	Create and maintain desirable and affordable housing.
	Needs Addressed	Affordable housing.
	Funding	$806,194
	Description	A project has not yet been identified. It is expected that a early-year 2020 application will be released to identify a project. New construction of a multi-family development will be prioritized, but two-four units for rental will also be considered.
	Target Date	TBD
	Number of families to benefit from activity	40
	Location Description	TBD
	Planned Activities	See description

Table 59b – Projects Summary Continued

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City prioritizes funding to the neighborhoods of the Redevelopment District to the extent possible. The District has been described throughout the Consolidated Plan and includes low-moderate-income neighborhoods that also have high minority concentrations, compared to the rest of the City. The Redevelopment District map is attached.

It is not known yet, where affordable housing development will occur. Availability of land suitable for housing development or redevelopment will be key. The City encourages the development of affordable housing in neighborhoods outside the Redevelopment District, where such housing is not as concentrated.

Geographic Distribution

Target Area	Percentage of Funds
Redevelopment District-Comprehensive	50%

Table 60 - Geographic Distribution

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Rationale for the priorities for allocating investments geographically

Census Tracts in the Redevelopment District qualify the District for low-moderate-income area benefit. CDBG funds can thus provide needed assistance to City General Funds for infrastructure support. Although these are older neighborhoods, they are valuable neighborhoods to the economic and housing health of the City, and CDBG-provided funding helps maintain and revitalize the neighborhoods.

Discussion

New development in Greeley, both commercial and residential, is typically in the western part of the community; however, in recent years, the City and private developers have initiated a surge of redevelopment in the older neighborhoods (included in the Redevelopment District) closer to downtown. CDBG supports the redevelopment efforts through infrastructure activities, parkway tree planting, and housing rehabilitation.

Other activities to be supported during 2020 depend on clientele to meet a National Objective, rather than a geographic area.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Goals for affordable housing are noted below.

One Year Goals for the Number of Households to be Supported	
Homeless	5
Non-Homeless	55 (7 HFH; 10 rehab loans; 5 MF rehab; 33 new MF)
Special-Needs	2
Total	**62**

Table 61 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	47 (7 HFH; 40 rental)
Rehab of Existing Units	15 (10 SF; 5 MF)
Acquisition of Existing Units	0
Total	**62**

Table 62 - One Year Goals for Affordable Housing by Support Type

Discussion

While affordable housing has been a priority for many years, this is the first year of intentional support aimed at adding affordable housing units, while continuing to maintain existing affordable housing stock. Because specific activities to add units of affordable housing or to provide multi-family loans/grants are not identified (other than work with Habitat for Humanity), goals are based on reasonable expectation.

- Single-family owner-occupied housing rehab will continue in 2020. With funds available, 10 homes could be rehabbed. The program offers loans to low-moderate-income homeowners with income to support a payment (one-half becomes a grant if conditions are met). Grants are available to households with a housing rehab emergency and insufficient funds to support a loan

payment. The goal is to rehab 10 units; there are no goals for grants, as current funding will last through 2020.

- The City expects to continue HOME assistance to housing developed by Habitat for Humanity. It is anticipated that funds will assist with seven single-family houses (ownership).
- The City intends to make funds available to owners of existing or developers of new affordable housing. The goal is to rehab five affordable multi-family units and construct 40 new units of multi-family housing.

AP-60 Public Housing – 91.220(h)

Introduction

The Greeley Housing Authority owns and manages 86 units of Federal Public Housing, including 80 apartments (at three locations) and six single-family, stand-along houses. The Housing Authority also manages the Section 8 Housing Voucher Program.

Actions planned during the next year to address the needs to public housing

There were no needs with regard to public housing identified; and thus no specific actions planned for the next year to address public housing needs.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Executive Director of the Greeley Housing Authority noted the following:

- The current Housing Authority Board has one public housing resident on the Housing Authority's seven member Board of Commissioners.
- The Housing Authority plans outreach meeting and works with the residents on meeting their ongoing concerns.

Homeownership for residents of public housing, whose incomes average less than $15,000 annually in Greeley, is out of reach.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

- Not applicable. The Greeley Housing Authority is not troubled.

Discussion

No discussion.

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Weld's Way Home, under the leadership of United Way of Weld County, is the initiative to address and prevent homelessness in Weld County. Beginning in the fall of 2016, this initiative set forth priorities identified by a Blue Ribbon Committee that represented gaps in Weld County's current continuum of services for individuals experiencing housing instability, including homelessness. The initiative also works to change the systematic response of homelessness, from managing challenges of homelessness to a Housing First and prevention system. The entire report can be found at www.weldswayhome.org.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

1. **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

   The City did not establish one-year goals specifically to end homelessness, but will provide support to those efforts through several activities that assist homeless individuals and households. One year goals are noted in AP-20; descriptions in AP-38 provide information on how the project may assist the homeless. See particularly the activities noted below:

   - North Colorado Health Alliance – Community Action Collaborative
   - United Way – CAHPS, Housing First
   - Guadalupe Community Center
   - Greeley Transitional House

   Outreach and assessment is best done by those agencies with expertise helping homeless individuals and families, and in 2020 will include the Point-in-time Count and outreach through the Community Action Collaborative, Cold Weather Shelter, and the Coordinated Assessment and Housing Placement Strategy, all of which will receive CDBG support.

2. **Addressing the emergency shelter and transitional housing needs of homeless persons**

   Refer to the response above. All of the noted agencies work in some capacity to address emergency shelter and transitional housing needs of homeless persons. Additionally, the City further supports the work of the Cold Weather Shelter in the Housing Navigation Center through payment of building rent for five years. It will continue to own Camfield Corner and keep it available to the Greeley Transitional House, which manages the property and makes it available for up to two years for families exiting the Greeley Transitional House shelter.

3. **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period**

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of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Again, the City did not establish one-year goals specifically to help homeless transition to housing and independent living, but rather supports the agencies providing such assistance (See AP-20). Additionally, the City prioritized affordable housing in this Consolidated Plan, to increase housing options and make additional units available in the community. The agencies named above all work to provide referrals, case management, and in some cases, financial assistance (rent and/or utility assistance) to help households avoid returning to homelessness.

4. **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City supports, to the extent possible, agencies which offer shelter for persons being discharged and participates in conversations with regard to discharge policies through the Northern Colorado Continuum of Care. The City does not have the means or expertise to address discharge policies on its own.

Discussion

The City was a participant in the development of *Welds Way Home*, the local strategy to address issues of homelessness. It contributes staff in support of efforts undertaken by the Northern Colorado Continuum of Care and to implement *Welds Way Home* strategies. The Housing Navigation Center, which houses the Cold Weather Shelter and provides computers, showers, lockers, phones, etc. for homeless person, is supported by the City through rent payments and CDBG funding for the CAHPS and Cold Weather Shelter.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The for-sale, single-family housing market faces challenges on several levels:

- Escalating prices – The median sales price reached a high in May 2019 of $337,057 (Sears Real Estate Northern Colorado Market Statistics).

- Stagnant inventory – *The Group Insider*, in its April 2019 edition, stated the inventory of homes for sale priced under $500,00 was two months in Greeley, further noting that a six-month supply is the industry benchmark for a balanced market.

- Reduction in building permits – At the end of June 2019, 86 building permits for new single-family houses had been issued, compared to 210 through June of 2018.

Multi-family permits issued also decreased: through June 2019, one permit for 57 units had been issued, compared to 51 permits for 126 units in 2018.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will start implementation of the Strategic Housing Plan. Some of the strategies that could impact affordable housing include the following:

- Amendment of the development code to promote housing choice.
- Development of financial strategies that minimize development costs.
- Engaging alternative housing providers (land trusts, affordable housing developers, land banks, etc.)
- Addressing the impact of raw water on affordability
- Facilitate development of manufactured communities

Discussion:

Implementation of the Housing Plan strategies and action steps will take time. The Consolidated Plan priority to address affordable housing issues is in support of the Housing Plan and addresses a need identified by the community. The entire Housing Plan is available for review.

AP-85 Other Actions – 91.220(k)

Introduction:

The City adopted a new Analysis of Impediments to Fair Housing to coincide with the 2020-2024 Consolidated Plan. Implementation of the Fair Housing Action Plan will begin in 2020. In part, this will include monitoring CDBG and HOME activities for Fair Housing issues and promoting Fair Housing learning opportunities.

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Actions planned to address obstacles to meeting underserved needs

Actions have been discussed under other section of the Action Plan and include:

- Support for the Housing Navigation Center for persons with housing needs. In the winter, it will serve as the cold weather shelter for homeless persons.
- CDBG funds will continue to support housing case manager at the Greeley Transitional House and case managers at the Guadalupe Community Center.
- Support from CDBG will continue the efforts of the Community Action Collaborative.
- CDBG will provide assistance to Senior Resource Services for transportation for the elderly.

Refer to AP-20 (Annual Goals) for descriptions of the goals.

Actions planned to foster and maintain affordable housing

The City reorganized departments and added the Economic Health and Housing Department, which will implement and oversee much of the Housing Strategy. Oversight of GURA (administrator of the CDBG and HOME funds for the City) will be moved to the Economic Health and Housing Department. Affordable housing action items are noted below:

- Assist with the implementation of affordable housing components of the Housing Strategy.
- Continue to provide the single-family owner-occupied housing rehab revolving loan and emergency grant programs.
- Monitor existing HOME projects for affordability and property standards. The City has twelve HOME projects that serve a variety of households, including agricultural workers, elderly, and disabled.
- Continue to assist in the construction of affordable housing for ownership (such as Habitat for Humanity) and rental units to the extent HOME funds will allow.
- Look for opportunities to acquire infill lots provide infrastructure assistance, and other ways that would support development of affordable multi-family or single-family units.
- Continue work with the Homeless Coalition as this group works with United Way to implement the priorities in *Weld's Way Home*.

Actions planned to reduce lead-based paint hazards

There are no specific actions designed to reduce lead-based paint hazards; however, lead-paint regulations will be adhered to during reconstructions and/or single-family housing rehab activities. See SP65 for additional information.

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Actions planned to reduce the number of poverty-level families

On an ongoing basis, the City addresses poverty broadly through City programs and in cooperation with other governmental agencies and local service providers. Specifically citing affordable housing as a priority has the potential to reduce the number of poverty-level families, as affordable housing is a necessary first step in overcoming poverty. (High housing cost burden, overcrowding, or other unstable living environments often prevent families from taking steps to overcome poverty.) The City has no specific activity to reduce the number of poverty-level families; however, activities are cited throughout the Strategic Plan and Action Plan that address ways the Greeley community provides assistance and support to poverty-level families. The City will continue to promote economic growth and work to attract new businesses and job opportunities. Greeley's ongoing economic development efforts help to stimulate economic expansion and job growth, potentially providing employment opportunities that will serve as a means for local households to earn incomes sufficient to overcome poverty.

Actions planned to develop institutional structure

The City has no plans to develop institutional structure in 2020. As noted elsewhere in this Plan, there is a good institutional structure in place. The City will contact additional agencies that may be a good addition to the structure to gauge interest in being a part of the CDBG process.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Greeley continues to participate in the Northern Colorado Continuum of Care, which helps coordinate services between public agencies, affordable housing providers, and social service agencies. An Economic Health and Housing Department staff member will continue to serve on the Northern Colorado Continuum of Care Governing Board and participate in the meetings of the general membership.

In addition, the City will begin work with affordable housing developers to construct and manage affordable housing in the City and continue to work with nonprofit service providers to provide social services to residents.

Discussion:

The City recognizes the need for partnerships with regard to the Other Actions noted above and will continue to develop new partnerships and maintain good relations with the partnerships already formed. It will continue to provide projects to support low-moderate-income residents and neighborhoods of the City.

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Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City has no Section 108 loan guarantees, surplus funds from urban renewal settlements, or float funded activities. Program income and revolving loan funds will be utilized to further the goals identified.

The consecutive period of 2019-2021 will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. Program income expected to be received has been allocated to an activity and is noted in AP-15 Expected Resources.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$0.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	$0.00
3. The amount of surplus funds from urban renewal settlements	$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	$0.00
5. The amount of income from float-funded activities	$0.00
Total Program Income:	**$0.00**

Table 63 – Other CDBG-Program Income, Section 108 Loans, Surplus Funds, Returned Grant Funds, Float-funded Activities

Other CDBG Requirements

1. The amount of urgent needs activities

The City does not currently have urgent needs activities.

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   Section 92.205(b)(1) defines forms of investment in the following manner:

   "A participating jurisdiction may invest HOME funds as equity investments, interest-bearing loans or advances, non-interest-bearing loans or advances, interest subsidies consistent with the purposes of this part, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with the purposes of this part and specifically approves in writing. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this part."

   The City does not utilize a form of investment that is not identified under the noted section.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   See Appendix B for the City's Policies and Procedures for affordability and recapture of HOME funds for homebuyer activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City does not anticipate acquiring units with HOME funds.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   There are no plans to use HOME funds to refinance existing debt secured by multi-family housing that is rehabilitated with HOME funds.

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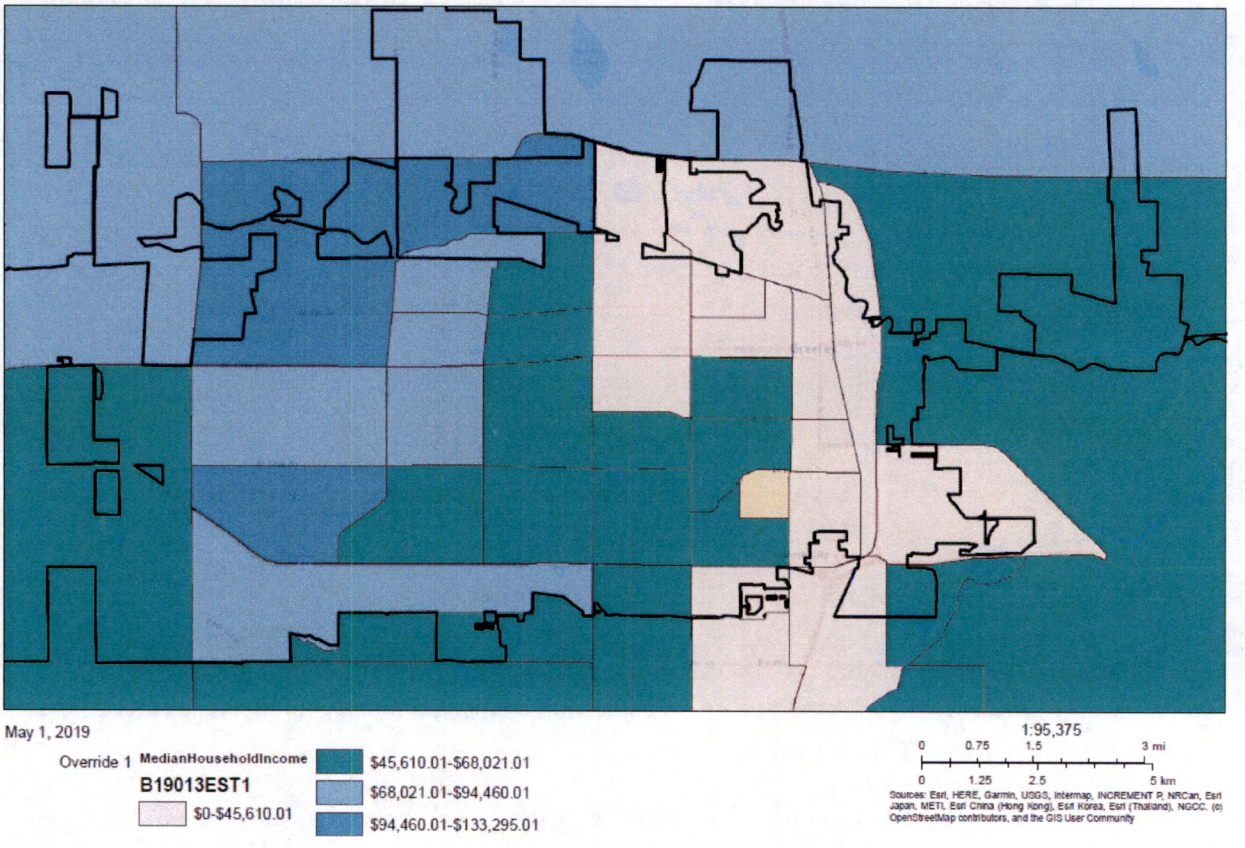
APPENDIX A

Map Attachments

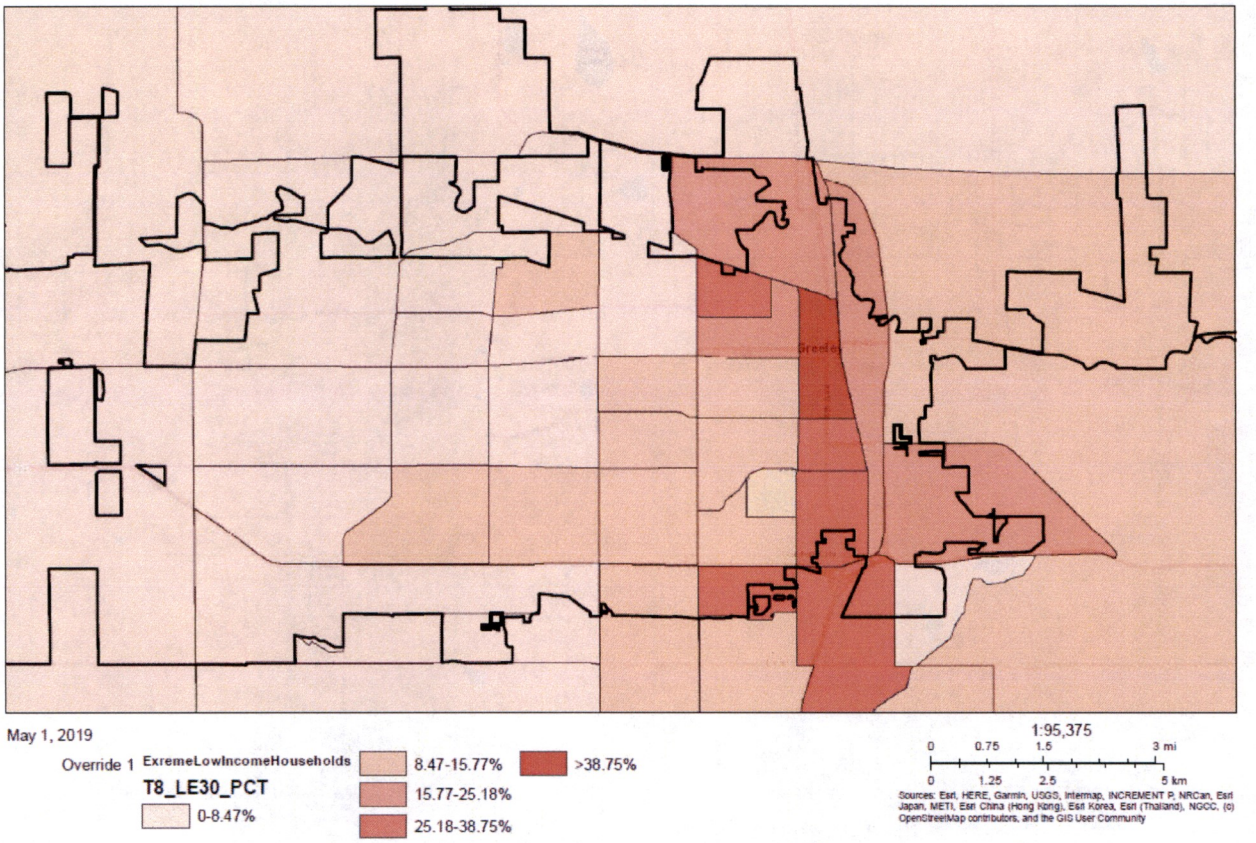
Unless otherwise noted, the map data source is the U. S. Department of Housing and Urban Development eCon Planning Suite

Maps 1-3 Within Document

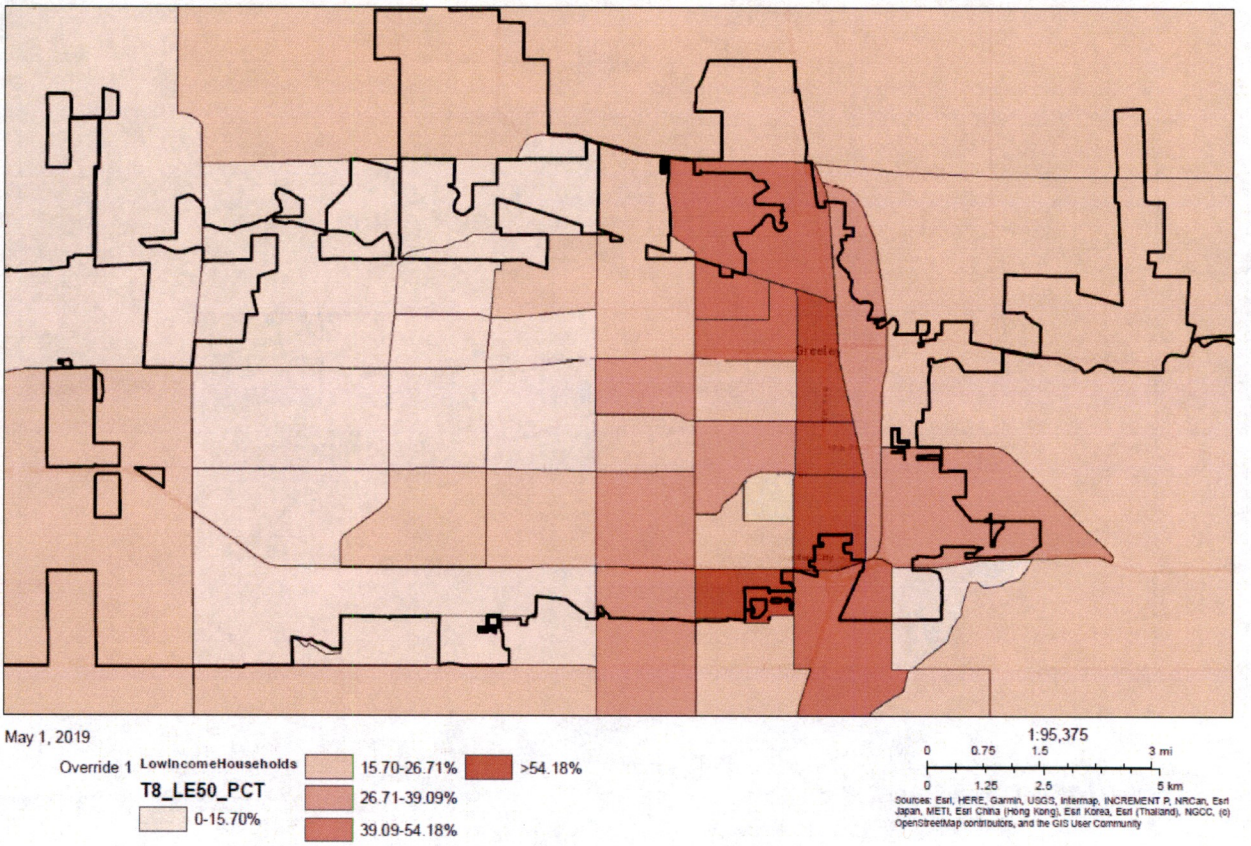
Map 4 – Household Area Median Incomes



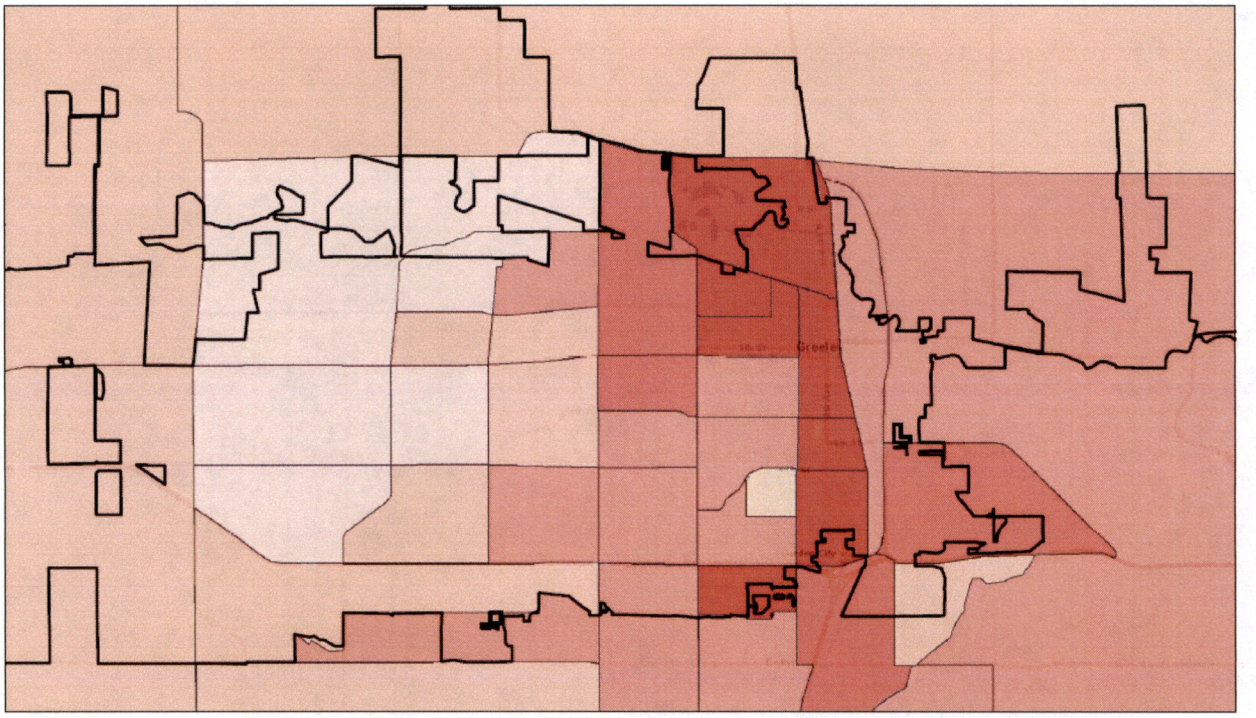
Map 5 – Percent Extreme-Low-Income Households by Census Tract



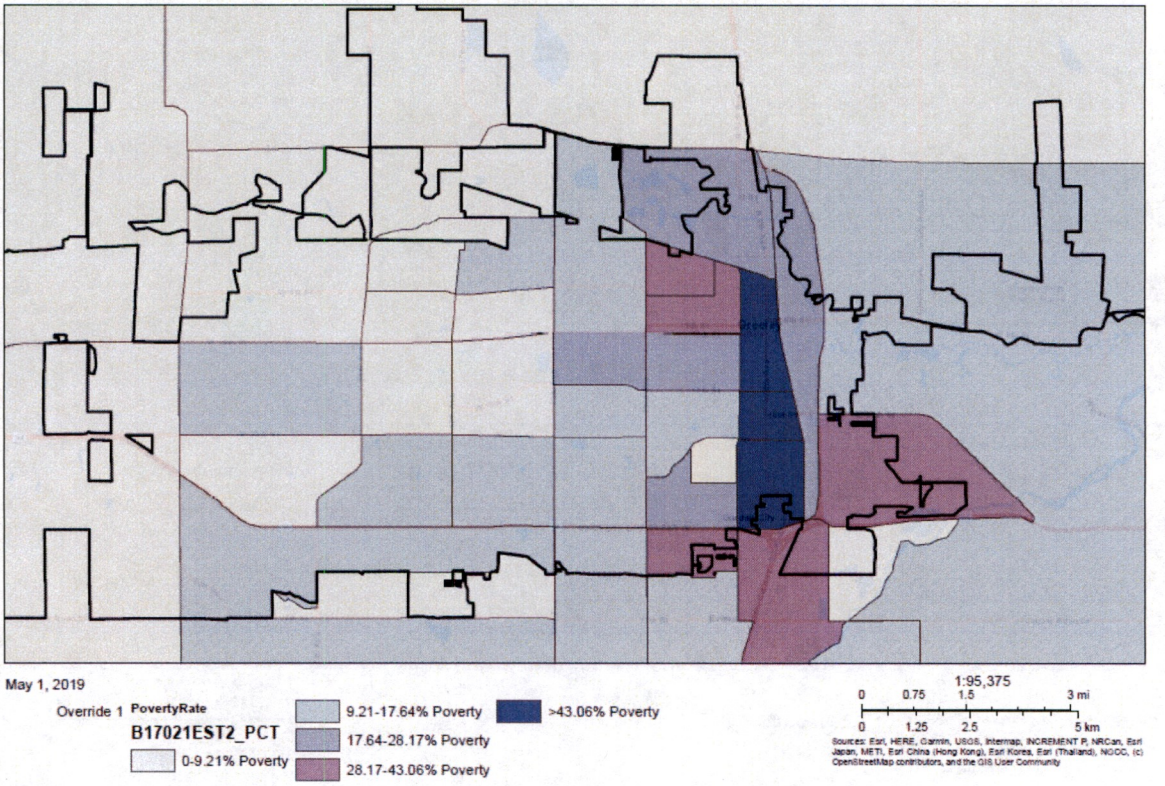
Map 6 – Percent Low-Income Households by Census Tract



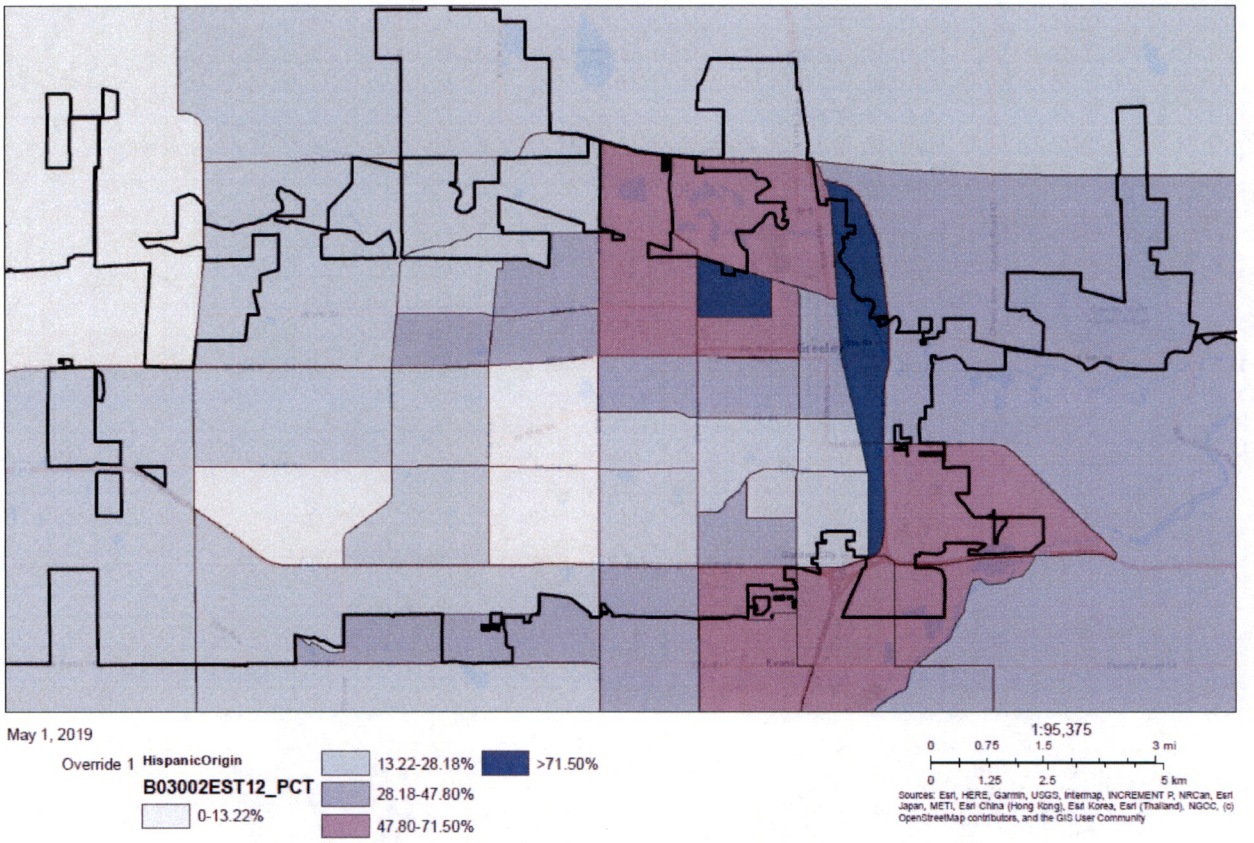
Map 7 – Percent Moderate-Income Households by Census Tract



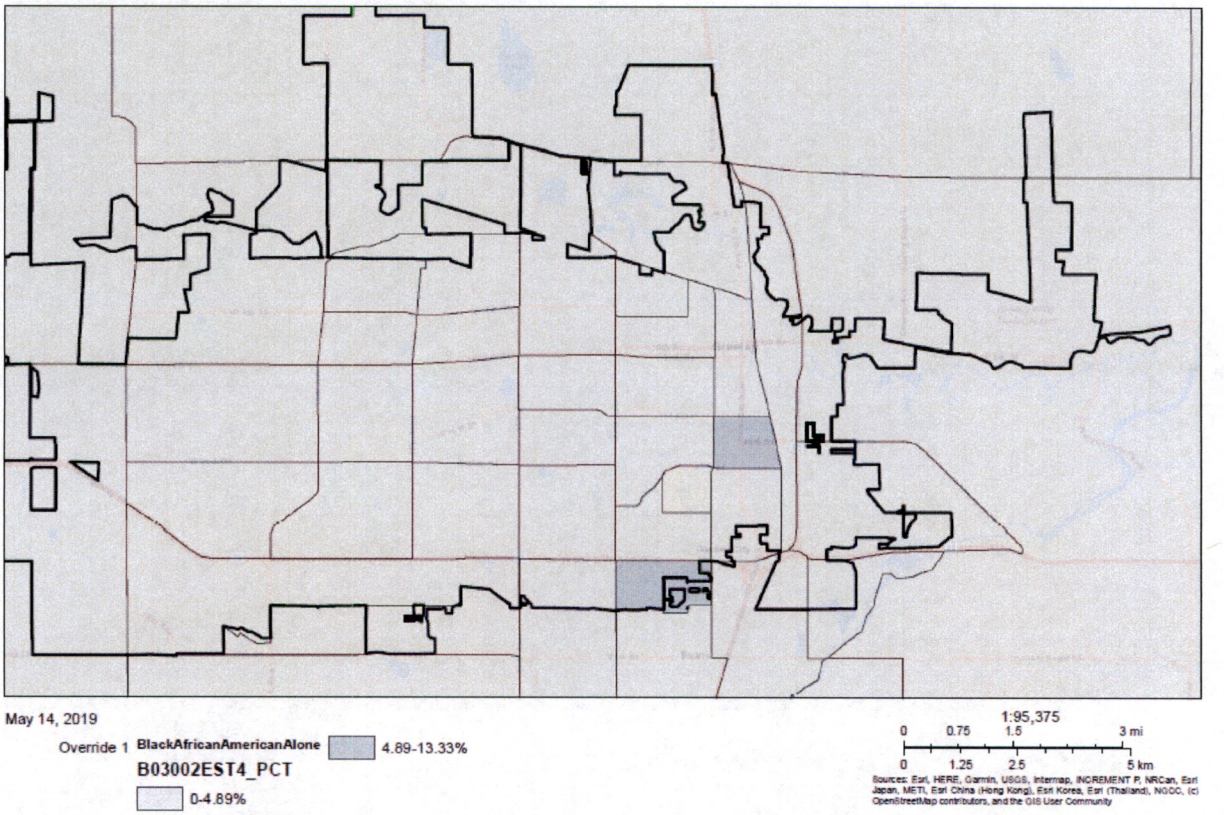
Map 8 – Percent Poverty Level Incomes



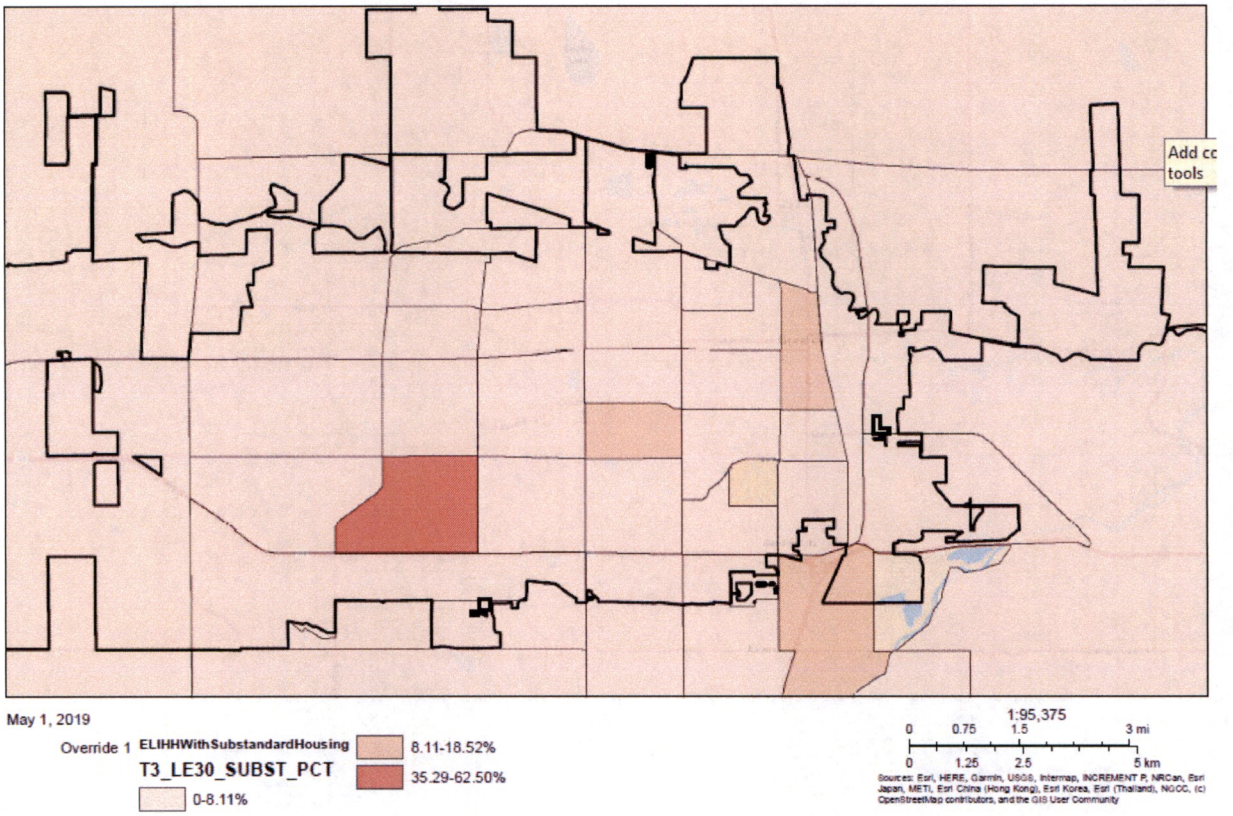
Map 9 – Percent of Households of Hispanic Origin



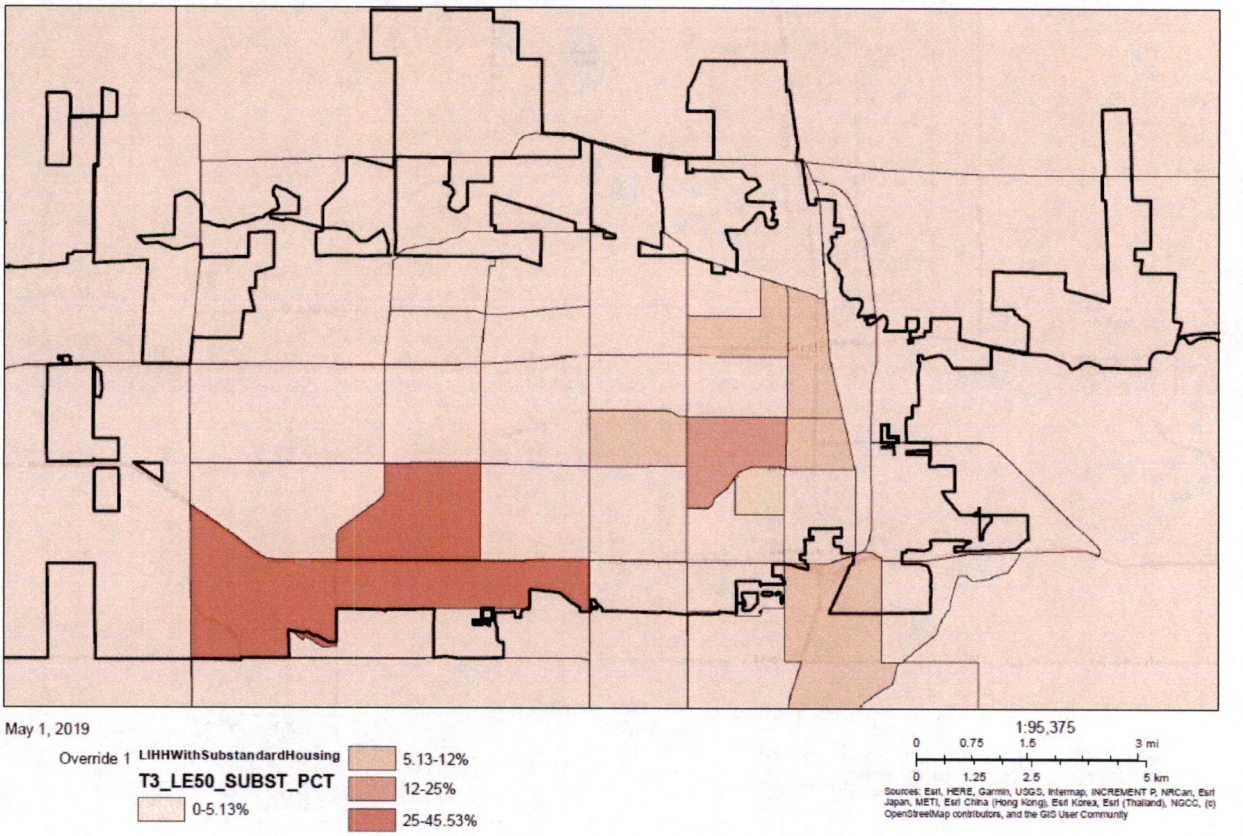
Map 10 - Percent of Households of Black/African American Origin



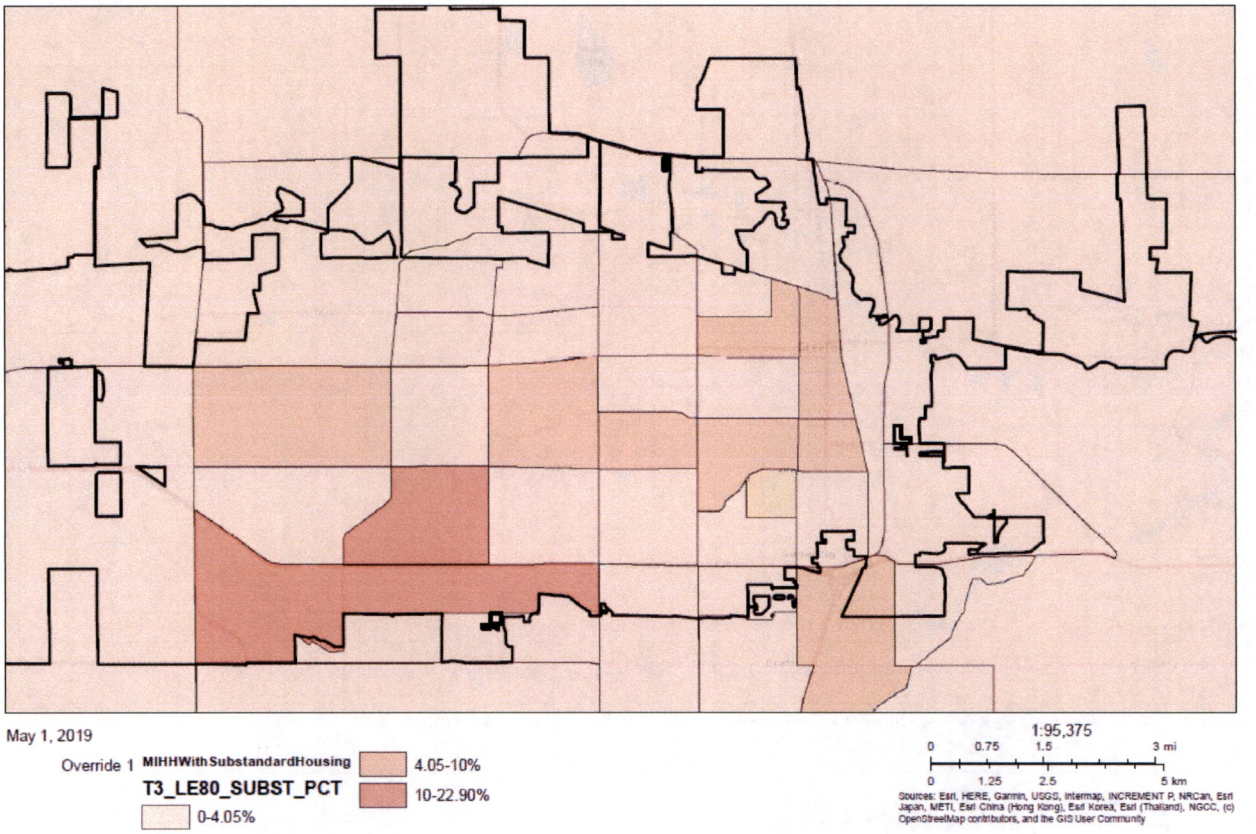
Map 11 – Percent of Households with Substandard Housing and Income 30% or less of AMI



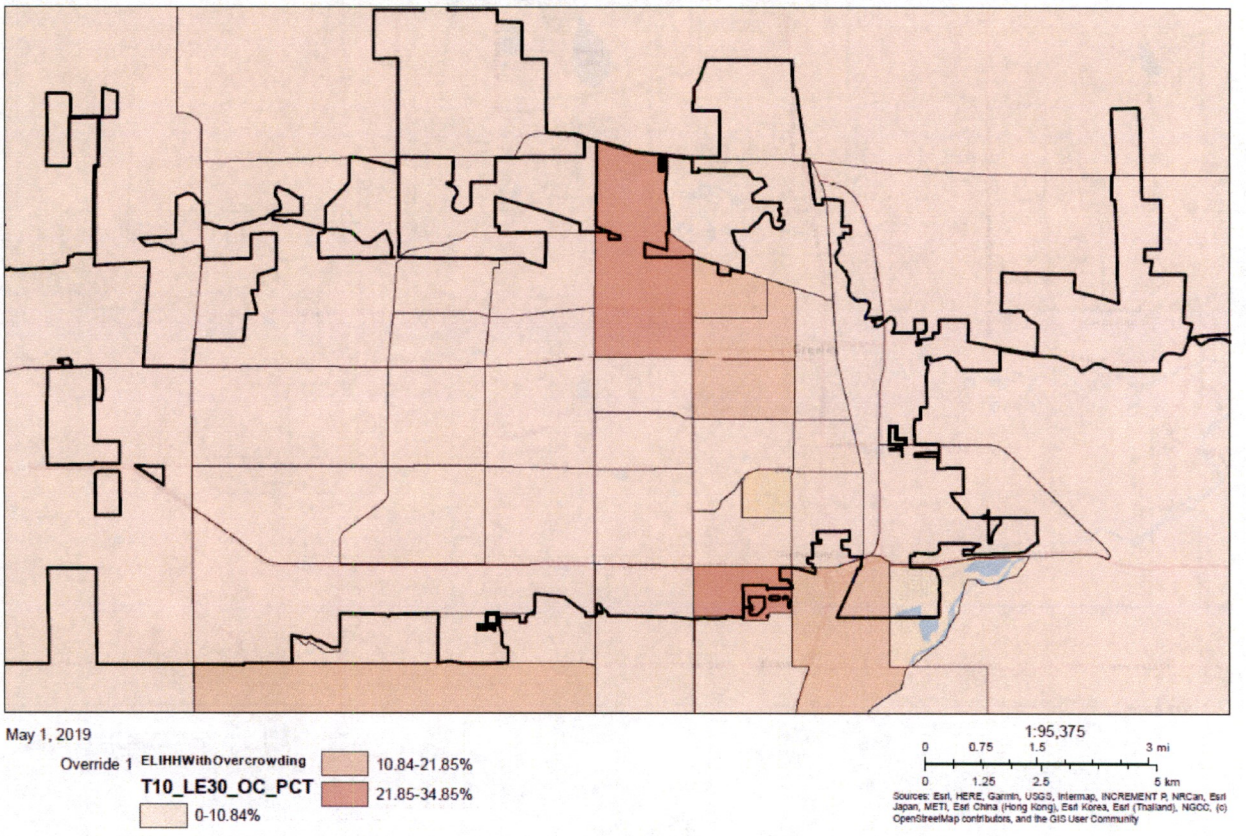
Map 12 – Percent of Households with Substandard Housing and Income 31-50% of AMI



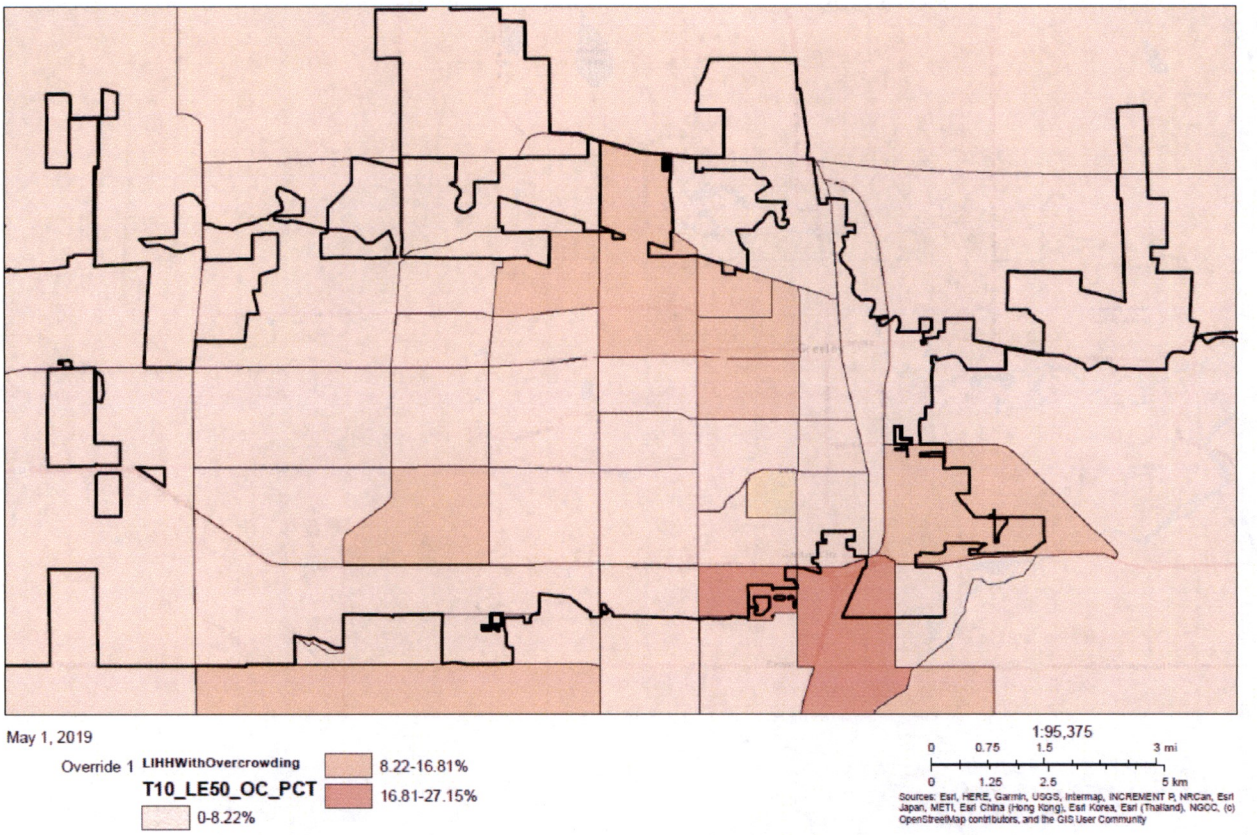
Map 13 – Percent of Households with Substandard Housing and Income 51-80% of AMI



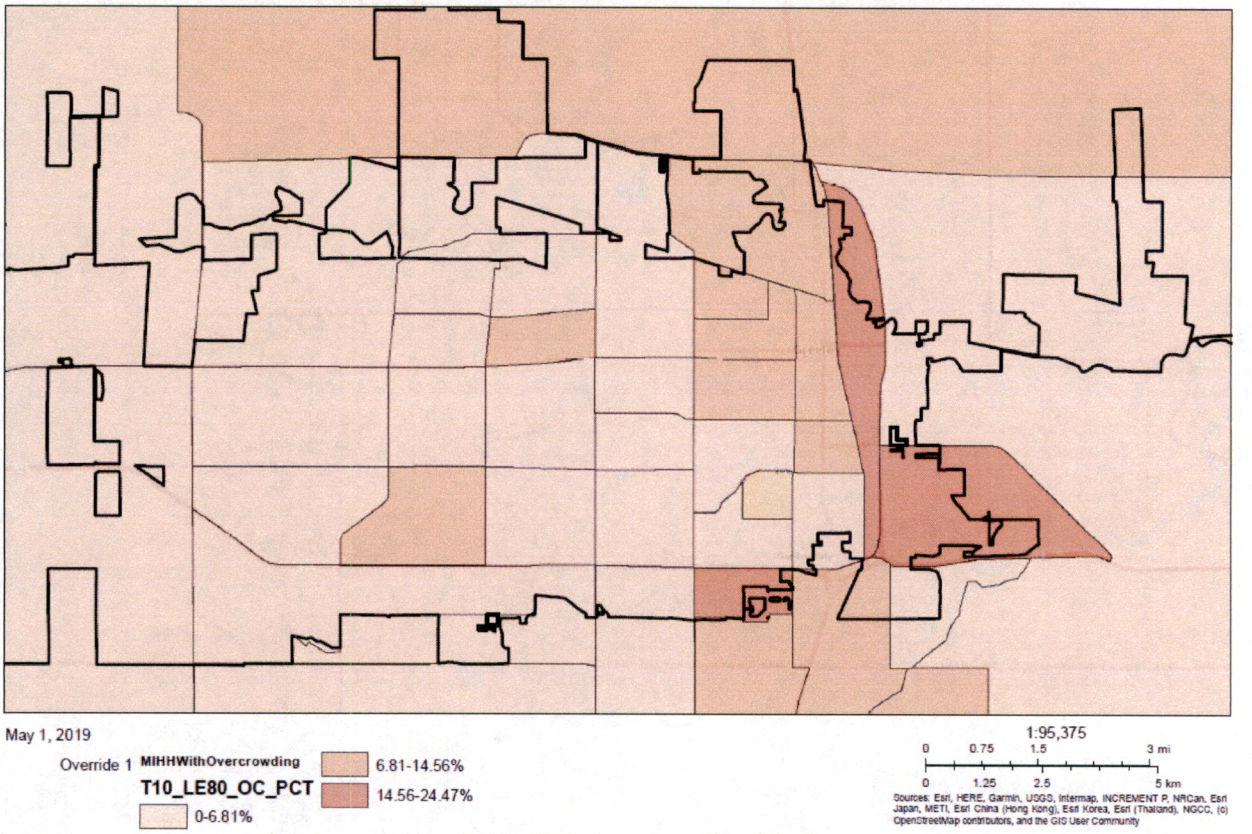
Map 14 – Percent of Households with Overcrowding and Income 30% or less of AMI



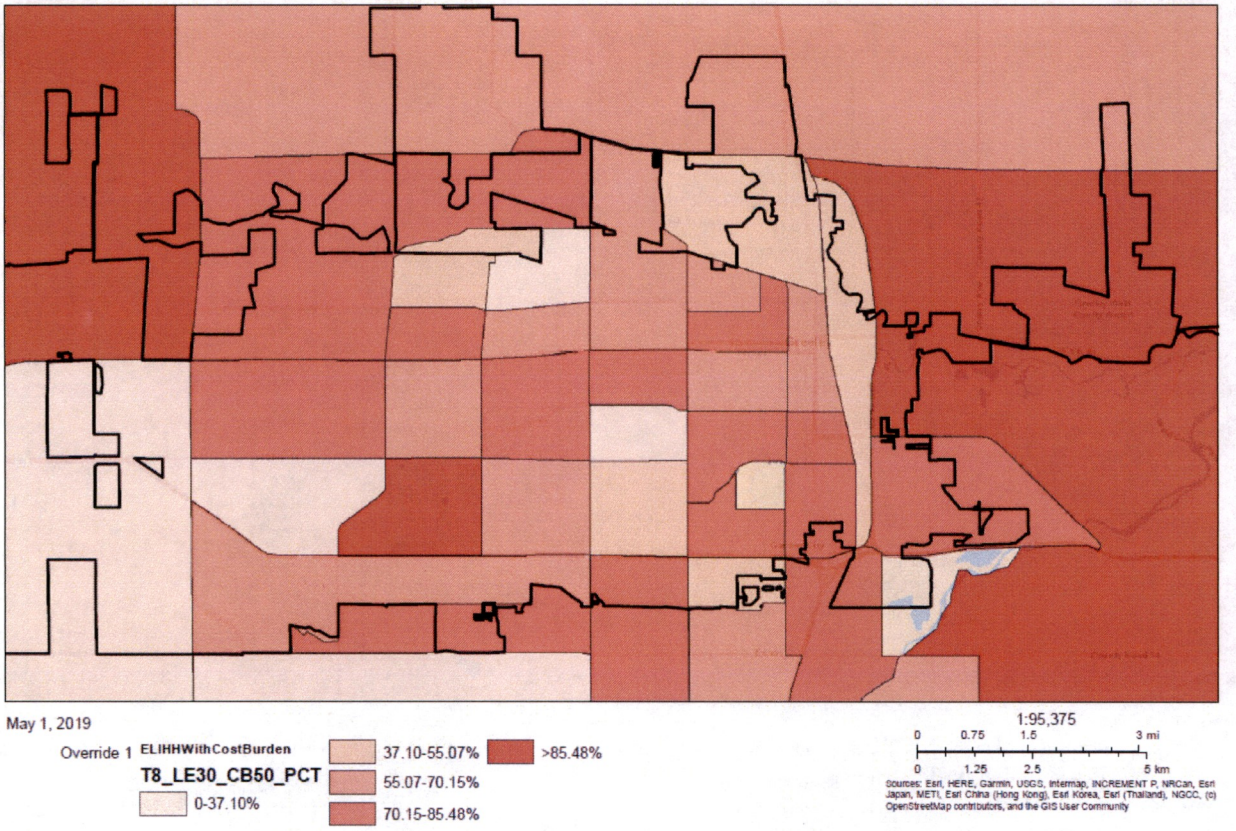
Map 15 – Percent of Households with Overcrowding and Income 31-50% of AMI



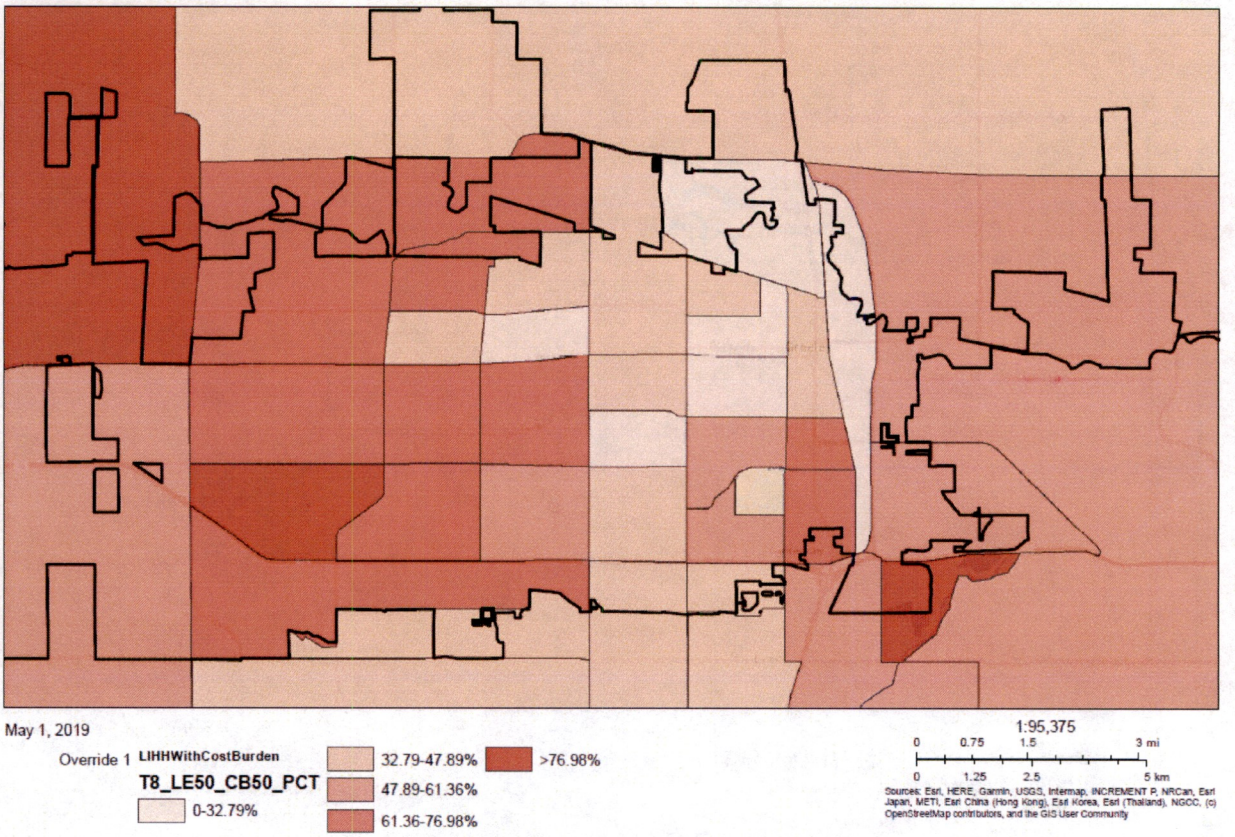
Map 16 – Percent of Households with Overcrowding and Incomes 51-80% of AMI



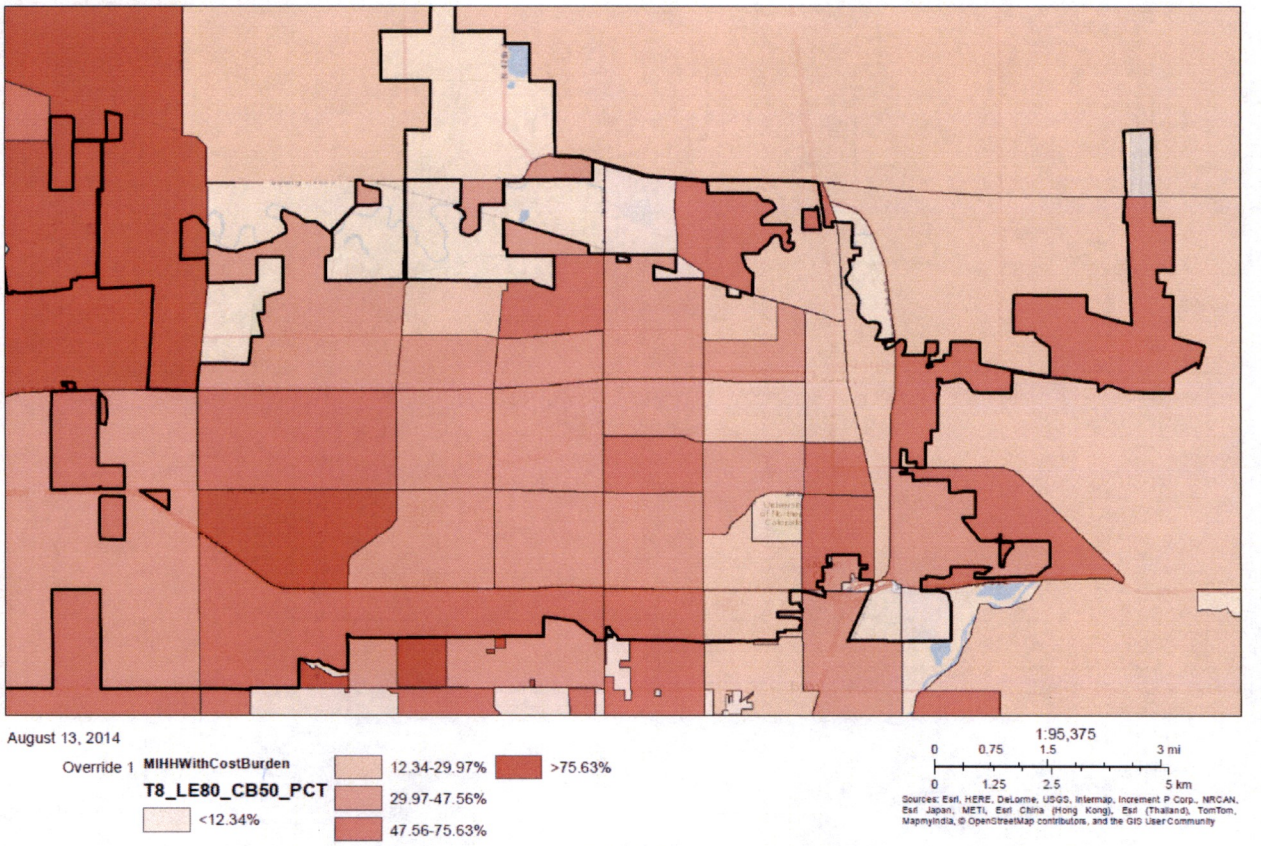
Map 17 – Percent of Households that are Cost Burdened and Incomes 30% or less of AMI



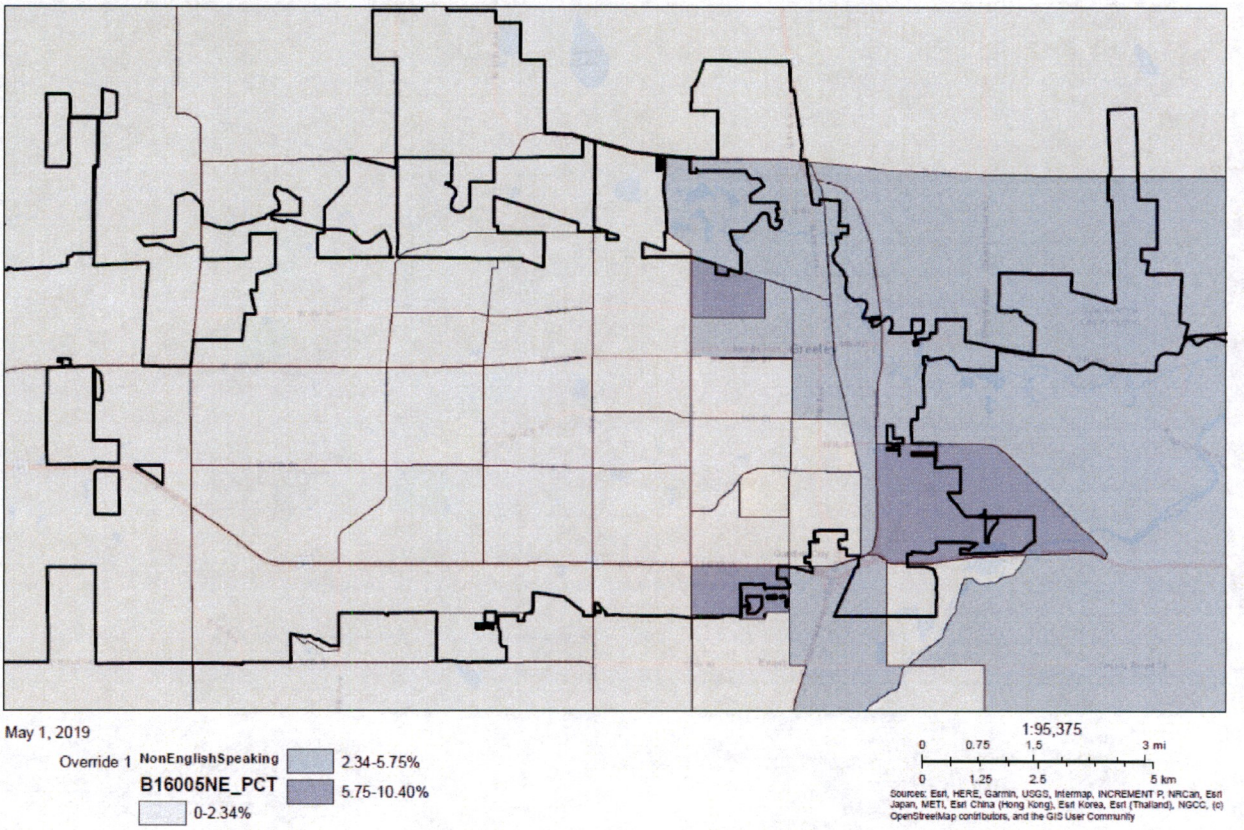
Map 18 – Percent of Households that are Cost Burdened and Incomes 31-50% AMI



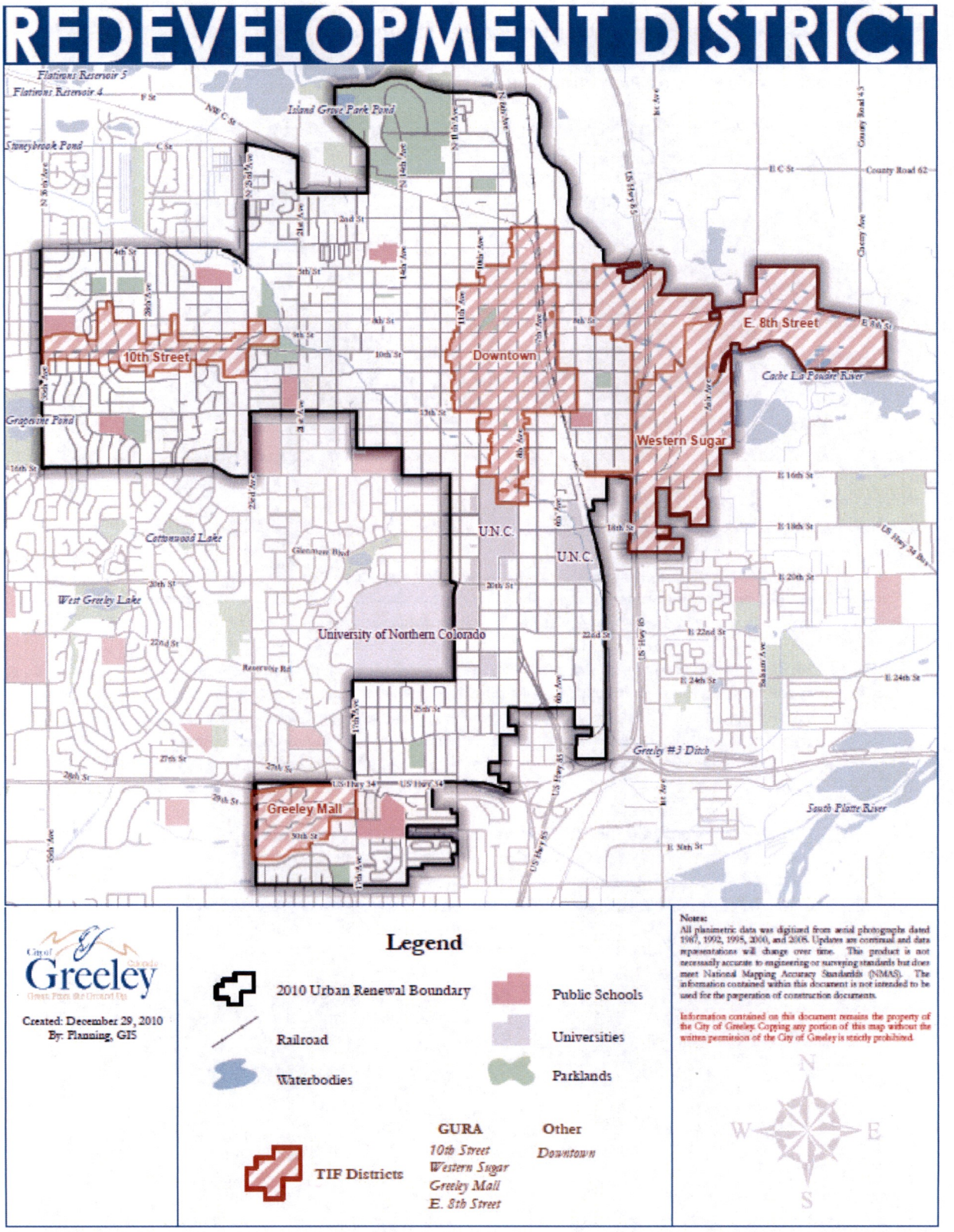
Map 19 – Percent of Households that are Cost Burdened and Incomes 51-80% of AMI



Map 20 – Percent of Non-English Speaking Households



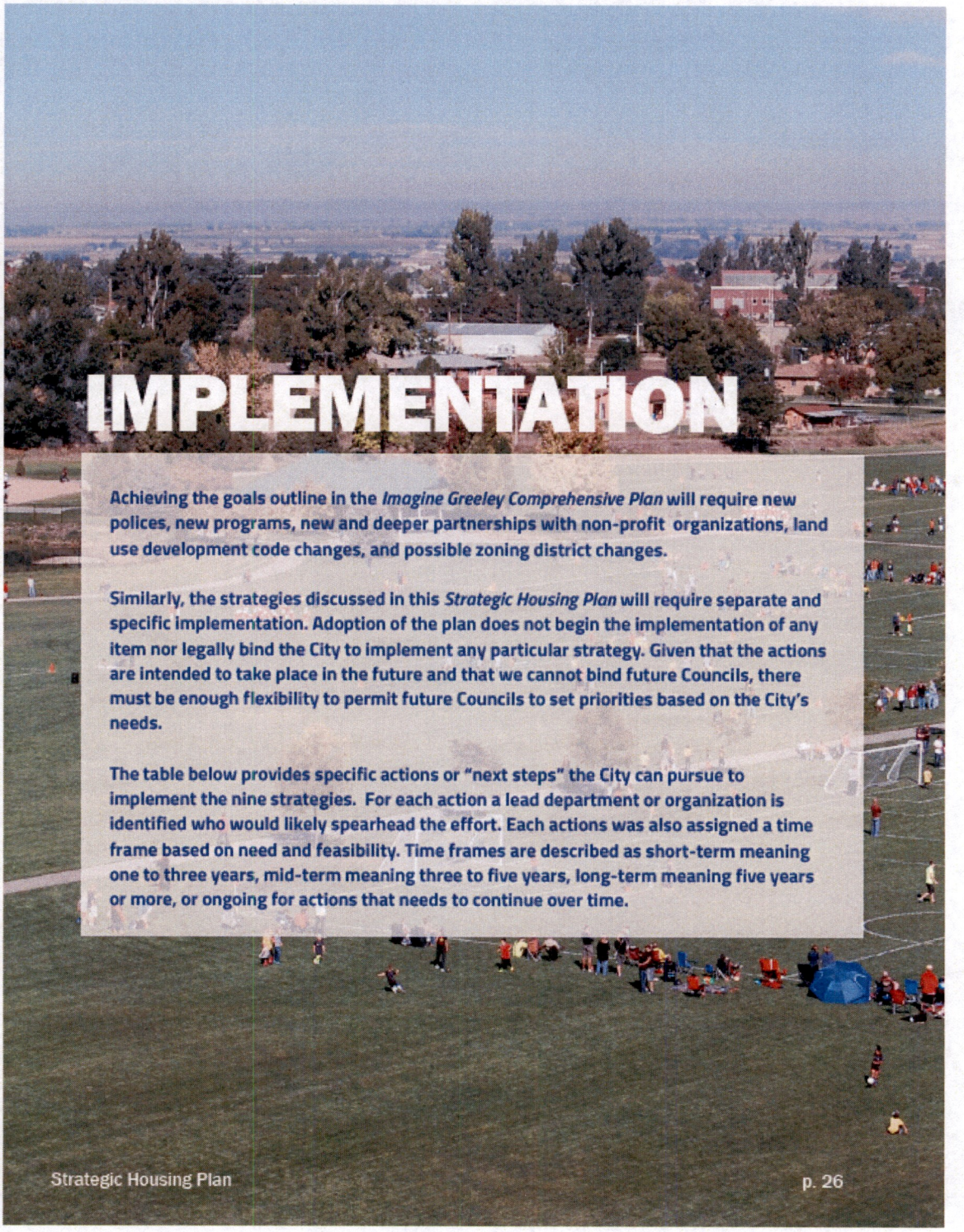
Map 21 - Redevelopment District



APPENDIX B

Other Supporting Documents

City of Greeley Strategic Housing Plan - Implementation



STRATEGY	ACTION	PRIORITY			IMPLEMENTED BY	
		Ongoing + Short Term (1-3 years)	Mid-Term (3-5 years)	Long Term (5 or more years)	City Lead	Partners
1. AMEND THE DEVELOPMENT CODE TO PROMOTE HOUSING CHOICE	Identify and initiate strategic rezones to correct zoning mismatches	✓			CD	
	Identify geographic and contextually appropriate locations for accessory dwelling units (ADUs) and amend the Development Code to include ADU regulations	✓			CD	
	Amend minimum lot sizes, open space requirements, building height, setbacks and/or performance options in residential zoning districts	✓			CD	
	Amend the Development Code to create incentives to encourage complete neighborhoods	✓			CD	
	Amend the Development Code to incentivize the inclusion of affordable housing in new development	✓			CD	
	Amend housing occupancy standards	✓			CD	
2. DEVELOP FINANCIAL STRATEGIES THAT MINIMIZE DEVELOPMENT COSTS	Explore financial incentives to encourage permanent affordable housing	✓			EHH	CD
	Explore private activity bonds, forgivable loan/ grants, tax credits, Kansas City forgivable loan funds, and other funding sources	✓			EHH	

CD = COMMUNITY DEVELOPMENT
EHH = ECONOMIC HEALTH AND HOUSING
WS = WATER AND SEWER
PW= PUBLIC WORKS
CM = CITY MANAGERS OFFICE

Strategic Housing Plan p. 27

STRATEGY	ACTION	PRIORITY			IMPLEMENTED BY	
		Ongoing + Short Term (1-3 years)	Mid-Term (3-5 years)	Long Term (5 or more years)	City Lead	Partners
2. DEVELOP FINANCIAL STRATEGIES THAT MINIMIZE DEVELOPMENT COSTS	Evaluate the risks, costs, and benefits of having the City front-end required trunk lines which would be reimbursed with impact fees	✓			EHH	CD
	Based on a positive recommendation, implement having the City front-end required trunk lines which would be reimbursed with impact fees	✓			CM	CD PW WS EHH
	Support metropolitan districts or other special districts as potential financing tools	✓			CD	EHH
	Explore alternative housing finance options	✓			EHH	
	Update the Redevelopment Resource Guide to include current pilot programs and incentive packages	✓			CD	WS
3. ENGAGE ALTERNATIVE HOUSING PROVIDERS	Explore working with community land trusts to create a shared equity home ownership program	✓			EHH	CD
	Partner with one or more housing providers to construct attainable housing	✓			EHH	CD

EHH = ECONOMIC HEALTH AND HOUSING
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Strategic Housing Plan p. 28

STRATEGY	ACTION	PRIORITY			IMPLEMENTED BY	
		Ongoing + Short Term (1-3 years)	Mid-Term (3-5 years)	Long Term (5 or more years)	City Lead	Partners
3. ENGAGE ALTERNATIVE HOUSING PROVIDERS	Work with major employers for shared equity housing (e.g., down payment assistance programs, employer sponsored savings plan)	✓			EHH	CD
	Explore the feasibility of a land bank for affordable housing	✓			EHH	CM CD
	Explore the potential to expand Habitat for Humanity's role to include housing rehabilitation	✓			EHH	CD
	Explore alternative housing finance options	✓			EHH	CD
4. IMPROVE THE HOUSING PRODUCT MIX	Explore alternative housing technologies, products, production methods, and housing types including factory built housing		✓		EHH	CD
	Explore working with community land trusts to create a shared equity home ownership program		✓		EHH	CD
5. ADDRESS THE IMPACT OF RAW WATER ON HOUSING AFFORDABILITY	Implement the "Water Smart Neighborhood Policy" and the "Water Smart Common Area Policy"	✓			WS	CD

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STRATEGY	ACTION	PRIORITY			IMPLEMENTED BY	
		Ongoing + Short Term (1-3 years)	Mid-Term (3-5 years)	Long Term (5 or more years)	City Lead	Partners
5. ADDRESS THE IMPACT OF RAW WATER ON HOUSING AFFORDABILITY	Develop a "Water Smart Individual Lot Policy" to reduce the cost of water for existing and future homeowners	✓			WS	CD
6. COMPLETE SUBAREA & NEIGHBORHOOD PLANS	Complete subarea or neighborhood plans for areas that have the potential to provide a significant amount of housing in the near future		✓		CD	EHH WS PW
	Complete subarea or neighborhood plans for areas in distress or those that are prime for redevelopment		✓		CD	EHH WS PW
	Collaborate with housing providers on large scale master plans			✓	CD	EHH WS PW
	Identify under-utilized sites that could be re-purposed for housing	✓			CD	
7. CREATE MORE OWNERSHIP, MOVE-UP & EXECUTIVE HOUSING OPTIONS	Develop more home ownership incentive programs		✓		EHH	

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STRATEGY	ACTION	PRIORITY			IMPLEMENTED BY	
		Ongoing + Short Term (1-3 years)	Mid-Term (3-5 years)	Long Term (5 or more years)	City Lead	Partners
7. CREATE MORE OWNERSHIP, MOVE-UP & EXECUTIVE HOUSING OPTIONS	Work with a task force that includes developers, financial, professionals, and real estate professionals to address barriers to creating higher-end developments		✓		CD	EHH
	Explore the attraction of cooperative housing providers		✓		EHH	CD
8. ENCOURAGE VOCATIONAL, TRAINING, AND APPRENTICE PROGRAMS FOR BUILDING TRADES	Continue to support school districts and post-secondary educational institutions involvement in developing courses and apprenticeships in skilled trades	✓			CM CD WS PW	
9. FACILITATE DEVELOPMENT OF MANUFACTURED COMMUNITIES	Update zoning regulations for mobile homes to address changing products and assure there is safe and adequate infrastructure and amenities		✓		CD	
	Explore alternative ownership options including non-profits, cooperative ownership, and community land trust		✓		CD	EHH

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STANDARD OPERATING POLICIES & PROCEDURES

HOME INVESTMENT PARTNERSHIP PROGRAM

SUBSIDY, SALES PRICE, AFFORDABILITY, and RECAPTURE of FUNDS

FOR NEW CONSTRUCTION OF OWNERSHIP UNITS

Reference HOME Investment Partnership Program (HOME) regulations at 24 CFR 92, particularly 24 CFR 92.254 ("Qualification as affordable housing: Homeownership") and 24 CFR 92.503 ("Program income, repayments, and recaptured funds") with respects to HOME funds assisting the development of homeownership units.

5/17/19 – These policies, as stated below, were Attachment 5 – HOME Affordability/Recapture Policy for Home-ownership for the 2019 Action Plan

These Policies and Procedures are to comply with the HOME regulations noted above and are for the Crestview Subdivision being developed by the Greeley Area Habitat for Humanity (the Developer).

POLICIES

I. Sales Price and Subsidy

A. The Developer can submit a HOME application and request HOME funds on behalf of their buyers that is the lesser of

1. The gap in buyer purchase financing
2. The total of City fees for water and sewer taps plus building permit fees

The GURA Board of Commissioners has determined this is the maximum direct subsidy to be offered to buyers in the Crestview Subdivision. Buyers must meet all qualifications of the HOME and Developer's homeownership programs.

B. The intent of the HOME investment is to reduce the price of the home and is hereinafter called the "direct subsidy" or "HOME investment".

C. The sales price of the HOME to be acquired using a HOME investment cannot exceed the New Homes HOME/HTF Purchase Price Limit (also known as the HOME Affordable Homeownership Limits) as set by the U. S. Department of Housing and Urban Development (HUD) on an annual basis. Further restriction on the sales price may be determined by the Developer to comply with its own homeownership program, but at no time can the sales price exceed the amount provided by HUD.

II. Affordability

HUD expects HOME funds to be utilized for affordable housing for households earning 80% or less of the Area Median Income (AMI) and for the home to remain affordable. To keep the housing affordable, regulations impose affordability requirements that stay with the property for a time period, called the "affordability period".

A. **Affordability Period.** The length of the affordability period is based on the amount of the HOME investment in the home to be purchased and is the period during which the property must remain affordable or the homebuyer is subject to the return of the HOME investment. The table below shows HUD's minimum affordability periods by HOME investment. The City has chosen to utilize the periods defined in the table and will not impose a longer period of affordability. Subrecipients, Owners, Developers, and Community Development Housing Organizations (CHDOs) cannot opt out of applying these policies to its homebuyer program and, further, must assist the City in enforcing the City's Affordability and Recapture policy.

HOME Funds in Project	Affordability Period
<$15,000	5 years
$15,000 - $40,000	10 years
>$40,000	15 years

B. **Enforcement of the Affordability Period**. There are two means by which the HOME investment is protected during the period of affordability and which will restrict the way in which the home can be used and sold, as outlined in these policies and protected by recorded legal documents. The diagram below provides a visual of the enforcement means, both of which are described by policy following the diagram.

Purpose: Maintain Affordability and Protect the HOME Investment	
Repayment	**Recapture**
100% of the HOME investment is subject to repayment if the home does not **retain affordability** throughout the affordability period. **Affordability** is defined by regulation and is stated in the policies for repayment below.	All or part of the HOME investment is subject to **recapture** if the home is sold, either voluntarily or involuntarily, during the period of affordability.
See III. Section A below for policy.	See Section B below for policy.

C. **Affordability Term**. The affordability period begins after project completion. ("Completion" is defined as the date the activity is closed in IDIS.) Legal documents will designate the affordability term as 5 years, 10 years, or 15 years depending on HOME investment plus three months to allow the City time to draw the funds and close the activity.

III. Policies to Retain Affordability

A. **Repayment.** The HOME regulation at 24 CFR 92.503(b)(1) states, "Any HOME funds invested in housing that does not meet the **affordability** requirements for the period specified in 24 CFR 92.254 (Qualification as affordable housing: Homeownership) must be repaid by the participating jurisdiction."

HUD defines **affordable** under the HOME program as meeting the following:

1. The housing must be single-family housing.
2. The housing must be modest, as follows:
    a. Utilization of the HOME Affordable Homeownership Limits provided by HUD (annually) ensure this requirement.
3. The housing must be acquired by a homebuyer whose family qualifies as a low-income family, i.e. earning no more than 80% of AMI. (The Developer may further restrict income through its program policies.)
4. The housing must be the principal residence throughout the period of affordability.

To enforce the affordability regulation, the City will require prompt repayment of **all of the HOME investment** in the following instances:

1. The home is no longer the principal residence of the homebuyer. The homebuyer must occupy the home at all times and provide an annual residency certification to remain in compliance with affordability. Non-return of the annual residency certification is considered being out of compliance. Under the residency requirement, the following are not allowed:
    a. Anything that causes the homeowner to not reside in the home, including leasing the unit to another household or transferring title to another household (for example through a Quit-Claim Deed).
2. Reconstruction of the home to accommodate multiple families (it must remain a **single-family** residence).
2. Misrepresentation of homebuyer's information (for example, it comes to light that family size or income were reported falsely).
3. The first mortgage is refinanced.

The City will secure the affordability period by a Beneficiary Use Covenant/Homeowner Agreement.

The City will exercise due diligence and make every effort, in conjunction with the Developer, to work with the homeowner to return the home to affordability compliance and avoid repayment of the HOME funds. Due diligence steps will include the following:

1. Through the Developer Agreement, the Developer shall be responsible for initially contacting the homeowner, reminding them of their obligations to Beneficiary Use Covenant/Homeowner Agreement, and will attempt to facilitate returning the unit into affordability compliance.

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a. The Developer will send annual certification letters to the homeowners, which much be signed, dated, and return acknowledging continuation of principal residency.

2. If the homebuyer does not respond to the Developer, contact with the homeowner will be initiated by and for the City through the City Attorney's Office.

3. The Developer and City will work with the homeowner to return the property to compliance through the following:

   a. Allowing a lease term to expire and continuing with the affordability after expiration (in the case where a home has been rented and a tenant has a lease). The affordability period will be extended past the affordability term by the length of any lease.

   b. Providing reasonable time (determined by the City and the homeowner) to return the home to single-family status.

   c. Allowing the homebuyer to sell the property under the recapture provisions below.

   Misrepresentation or refinancing require repayment without a means to remedy.

4. **Remedy. I**f the Developer and/or the City, through working with the homeowner, are not able to return the home to affordability compliance, the City will contact HUD with regard to the repayment of HOME funds to determine how they should be handled. Additionally, the City will take the following steps:

   a. Per the terms of the Beneficiary Use Covenant/Homeowner Agreement, the City will pursue collection by whatever means are allowable under the law, the costs of which will be the responsibility of the homeowner(s).

      - If the homeowner is unable to repay the any or all of the HOME funds immediately, the City will allow for a the homeowner to enter into a loan agreement for repayment of the funds. In this case, the City will repay HOME from its General Fund and set up loan for repayment of the HOME investment with a term not to exceed the original term of the Beneficiary Use Covenant/Homeowner Agreement.

   b. Per the terms of the Developer Agreement, secondary collection will be pursued by the City from the Developer in any amount uncollectable from the homeowner.

   c. Right of Legal Remedy in Pursuing Satisfaction of Affordability Period. In the event the homeowner does not satisfy the full terms of affordability and make repayment of HOME funds, the City of Greeley reserves the right to pursue any remedy allowable under HUD regulations and the law for full payment by any legal means necessary. Payment of legal or any other fees will be the responsibility of the homeowner.

B. **Recapture.** A homeowner cannot **sell** the home during the period of affordability without triggering requirements that some or all of the HOME investment be returned. The HOME regulations at 24 CFR 92.524-Qualification as affordable housing: Homeownership govern instances where a homeowner wants to sell the property during the period of affordability. By policy, the City has chosen the **recapture** of funds (24 CFR 92.524(a)(5)(ii)-Recapture) as the means it will use to enforce regulations in case of a sale.

"Sale" includes voluntary or involuntary (foreclosure) sales. Voluntary sales include a short sale or deed-in-lieu of foreclosure.

- A short sale is a voluntary sale in a situation where the bank that holds the mortgage agrees to take less than the full payoff for the mortgage in full satisfaction of the mortgage. This is commonly sought by a homeowner who wants to sell but whose house is "upside down" or where the mortgage balance exceeds the fair market value of the property. The homeowner is voluntarily selling for less than the fair market due to the homeowner's current situation.

- The City has further determined that foreclosed upon homeowners will follow the recapture provision outlined below. (The City will contact HUD in the case of foreclosure and any direction for HUD that deviates from this must be followed.)

1. **First Right of Refusal.** The Developer shall have a First Right of Refusal Clause in their legal documents (per the Developer Agreement). Should they Developer choose to exercise that Right, the following apply:

   a. The Developer can resell the property to a new buyer who meets income and all other qualifications of the HOME Program.

   b. The remaining time on the Beneficiary Use Covenant/Homeowner Agreement can be transferred to the new buyer, provided the new buyer agrees to accept that sale condition and they meet all HOME requirements.

2. HUD offers options to enforce the recapture provisions; the City has chosen to **recapture the full amount** [(see regulation 92.254(a)(4)(ii)(A)(1)], (option one in the cited regulation). "Full amount" is defined as the net proceeds of the sale (sales price minus non-HOME loans on the property and any closing costs associated with the sale). At no time will the City attempt to recapture more funds than are available from net proceeds. The net proceeds provision includes voluntary and involuntary (foreclosure) sales.

   The following scenarios further describe how the City will recapture funds. To clarify policy, an example is provided following each situation, in red. These are examples only and do not reflect true amounts.

   a. **If there are net proceeds greater** than the loan for HOME funds, the full HOME subsidy is recaptured, and the remaining proceeds belong to the homeowner entirely and are considered to be the fair return on the homeowner's investment.

      EXAMPLE: The homeowner decides to voluntarily sell the property, and it subsequently sells for $200,000. The homeowner repays all loans and closing costs (not including the HOME direct subsidy), which total $150,000. The homeowner thus has net proceeds of $50,000. The HOME direct subsidy was $30,000. From the net proceeds of $50,000, the City will recapture the HOME $30,000 direct subsidy and the homeowner retains $20,000.

   b. If a sale results in **less proceeds available than are required** to meet the demands of all liens, including the HOME direct subsidy, any amount available from net proceeds up to the amount of the remaining affordability loan. That amount will be considered full payment of obligations under the affordability/recapture agreement for the homebuyer.

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EXAMPLE: The homeowner decides to voluntarily sell the property, and it subsequently sells for $200,000. The homeowner repays all loans and closing costs (not including the HOME direct subsidy), which total $175,000. The homeowner thus has net proceeds of $25,000. The HOME direct subsidy was $30,000. The entire $25,000 will be recaptured from the homeowner to satisfy the HOME requirements; the homeowner will keep none of the net proceeds.

c. **If there are no net proceeds** from the sale, repayment will not be required from the homeowner and the affordability period will be considered satisfied for that party.

EXAMPLE: The homeowner decides to voluntarily sell the property, and it subsequently sells for $200,000. The homeowner repays all loans and closing costs (not including the HOME direct subsidy), which total $200,000. The homeowner thus has $0.00 net proceeds. The HOME direct subsidy was $30,000, of which $0.00 will be recaptured. Likewise, there will be not be net proceeds left for the homeowner.

d. In the case of a short sale, the City (or the Developer, as applicable) has the option of whether or not to approve the short sale. Recapture will be based on net proceeds only, and follow the applicable provisions set forth above.

e. Foreclosure.

- When the City and/or Developer are made aware of a pending foreclosure, they will to the greatest extent feasible provide the homeowner with resources, including counseling options, the Colorado Foreclosure Hotline information, and other guidance as is available.
- Recapture, in the case of foreclosure, is based on net proceeds alone. If there are no net proceeds, the affordability restriction is terminated and there is no further obligation to the homeowner or the City. (Subject to HUD approval, as noted above.)

3. Subject to HUD approval, the City will use any recaptured funds for other HOME-eligible activities.

4. The HOME Investment and recapture provisions will be secured through a Deed of Trust and Promissory Note. This is in addition to the Beneficiary Use Covenant/Homeowner Agreement that secures affordability and the repayment required if a homeowner is not in compliance with the affordability requirements.

a. If the homeowner resides in the property for the full affordability period and meets all of the terms of the Deed of Trust, Promissory Note, and Beneficiary Use Covenant/Homeowner Agreement, the City will release all documents at its expense at the expiration of the legal documents.

PROCEDURES

It is recommended that the City and the Developer use the Procedures below as a checklist during the construction and subsequent sale of housing units. These procedures are only for implementing the recapture policies. Other procedures are noted in the Developer Agreement.

Applications for HOME funds are available from the City year-round, as funds are available. Procedures below begin once an application has been approved for funding by the GURA Board of Commissioners.

1. Developer – Provide a written preliminary buyer financing worksheet that identifies a gap in available financing for the home buyer.

    a. City –Based on numbers, provide a preliminary, written HOME funds commitment to the Developer at which time HOME funds will be committed.

2. Developer - Articulate affordability requirements (repayment of funds) and recapture provisions to potential purchasers at various stages in the process.

    a. City - Meet with the potential buyer(s) to review the Beneficiary Use Covenant/Homeowner Agreement, Deed of Trust, and Promissory Note to provide additional assurance that the buyer is aware of the affordability period and instances by which the HOME investment may have to be returned (repayment) or recaptured (sale) and the considerations and requirements of each scenario.

3. Developer – As construction completion nears, provide the City with closing information (per the Developer Agreement).

4. Developer – Finalize the buyer financing worksheet with final figures to determine the exact amount of HOME funds to be involved in the property.

5. City – Prepare the Beneficiary Use Covenant/Homeowner Agreement, Deed of Trust, and Promissory Note to secure the affordability period. Ensure the document is recorded following closing. The expense of recordation is the City's with regard to its legal document (HOME program expense).

6. City – At its expense, release the Beneficiary Use Covenant, Deed of Trust, and Promissory Note when the affordability period expires.

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APPENDIX C

Results of Needs Assessment Survey to Identify Priority Needs of Low-Moderate-Income Households and Neighborhoods - PUBLIC

The Needs Assessment survey was available on-line and provided to agencies working with LMI clientele for distribution. One hundred sixty-seven surveys were returned.

1. Is housing an issue for low-income households in Greeley

Yes - 140 No - 7 Don't know/no opinion - 18 Total – 165

If yes, what do you think are the best ways to address the housing issue?

Help the homeless get into housing	77
Improve current housing conditions	49
Increase the supply of affordable housing	107
Increase the supply of housing in general	52
Address issue of discrimination	27
Construct additional rental units for the elderly and/or disabled	49
Provide more housing choices for different sized households	36
Other	11

2. Are adequate public improvements an issue for low-moderate income neighborhoods?

Yes - 83 No - 17 Don't know/no opinion - 52 Total – 152

If yes, what type of improvements do you think are most needed?

Sidewalks where there are none	57
Sidewalks that are unsafe (cracked)	67
Ramps at intersections for accessibility	41
Street lights	54
Curb and gutter where there is none	24
Parkway trees	20
Other	7

Several comments were made with regard to a need for increased bus service/times of service/service outside of the Greeley area (i.e. UC Health).

3. Is there sufficient access to public facilities east of 35th Avenue?

Yes - 65 No - 36 Don't know/no opinion - 58 Total – 159

Comment on availability of or assistance to public facilities

Not enough public facilities east of 11th Avenue. There is need for a day shelter and longer-stay shelters, and restrooms, Showers, and phone charging stations for homeless persons; the area lacks a grocery store.

4. Is providing public services to low- moderate income residents a priority?

Yes - 108 No - 19 Don't know/no opinion - 34 Total – 161

Which of those named below are most important?

Transportation services	56
Assistance for low-income persons in finding housing	78
Services for persons most at risk	61

Other Services needed	4
Case management for homeless persons	43
Shelter services during cold months	60

Other services needed?

Yes - 45 No - 40 Don't know/no opinion – 76

Child care; before and after school care; less cost for recreation programs; assistance with removing diseased or damaged trees.

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Assessment of Low-Income Household Survey Results – Service Providers

The following non-profit agencies, Weld County Public Health and Environment, and Weld County Human Services completed a survey with regard to the clientele served: Salvation Army, Immigrant and Refugee Center of Northern Colorado, Northern Colorado Health Alliance, Greeley Center for Disabilities, Northern Colorado Veteran Resource Center, Greeley-Weld Habitat for Humanity, United Way for *Welds Way Home,* Northern Colorado Continuum of Care, and Cold Weather Shelter, Senior Resource Services, Catholic Charities, Greeley Transitional House, Life Stories, Boy's and Girl's Club, and A Woman's Place.

⇨Clientele Include

Children	9
Youth	9
Seniors/Elderly	10
Homeless	11
Veterans	9
Persons with medical/health needs	12
Persons with disabilities	11
Survivors of domestic violence	9
English as a Second Language population	8
Those facing foreclosure	4
Persons facing severe financial difficulties	10
Abused/neglected children	5
Persons with HIV/AIDS	4
Persons receiving housing assistance	6
Other	3

⇨Who do you consider underserved (by housing, facilities, or services)?

English as second language speakers, veterans, low-income in general, persons with disabilities or who are homeless, seniors, domestic violence survivors, kids/youth, persons with HIV/Aids.

⇨What do you perceive to be the greatest needs for your clientele?

Affordable housing	14
Housing for large families	3
Transitional housing	3
Accessible housing	2
Rent/utility assistance-short term	7
Employment/job training	3
Transportation/improved access to public transportation	8
Additional education	3
Improved/affordable food/nutrition/health services	1
Better/more facilities to serve their needs	2
Better/additional services to meet their needs	7
Other	3

⇨Would the income of your clientele be classified as:

Extremely low income (<30% of Area Median Income-AMI)	10
Very low income (31-50% of AMI)	11
Low/moderate income (51-80% of AMI)	0
Above moderate income (>80%AMI)	0

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Attachment F

Community Development Block Grant

Recommended Budget

Program Year 2020

1.	**Administration**	**$168,000**	
	A. General Administration ($143,000 staff costs; $25,000 other office costs)		$168,000
2.	**Support Efforts to Preserve, Maintain, and Provide Affordable Housing**	**$568,642**	
	A. TBD Affordable Housing Project		304,568
	B. Housing Rehabilitation Program		244,074
	C. Coordinated Assessment and Housing Placement System		10,000 #
	D. Greeley Transitional House-Housing Case Manager		10,000 #
2.	**Support Efforts to Revitalize Neighborhoods of the Redevelopment District**	**$555,500**	
	A. Redevelopment District infrastructure improvements		$365,000 *
	B. Redevelopment District alley reconstruction		155,000 *
	C. Redevelopment District parkways tree plantings		20,500 *
	D. Clean-up Weekend		15,000 #
3.	**Support Public Services that Assist Homeless, LMI, Underserved, & Special Needs Residents**	**$55,000**	
	A. Community Action Collaborative (NCHA)		15,000 #
	B. Cold Weather Shelter (United Way)		20,000 #
	C. Senior Resource Services		10,000 #
	D. Catholic Charities Case Manager		10,000 #
TOTAL PROJECTED EXPENDITURES			**$1,347,142**

REVENUE EXPECTED	
2020 grant projected	$840,000
Rehab Revolving Loan Funds	$244,074
Program income (discontinued HAPP Revolving Loan Funds)	$124,068
Other program income	$1,000
Unallocated grant funds from prior years	$138,000
TOTAL PROJECTED REVENUE	**$1,347,142**

NOTES:

* Activities include project management costs

\# Public services = approximately 10.7%, if grant is 840,000

Budget will finalize in 2020 when actual grants and available program income are known.

Recommendation - If projected revenue is higher or lower than expected, adjustments will be made within the affordable housing budget.

Attachment G

City of Greeley Colorado

GREELEY URBAN RENEWAL AUTHORITY
Proceedings

August 14, 2019
1000 10th Street – City Hall
4:30 p.m.

I. Call to Order

Chair Cummins called the meeting to order at 4:30 p.m. Commissioners Costigan, Haas, Roberts, and Welsh were present. (Commissioners Paz and Reilly were absent.)

II. Approval of minutes for the meeting held on June 12, 2019

Commissioner Costigan made a motion to approve the minutes for the meeting held on June 12, 2019 as written. Commissioner Roberts seconded the motion; the motion carried 5-0. (Commissioners Paz and Reilly were absent.)

III. Items of Business

Public Hearing to consider the 2019 CDBG Program Applications

Carol Larsen, Grant Specialist, oriented the Commissioners on the Community Development Block Grant (CDBG) process and the 2020 grant year requests.

The following applicants were present at the hearing to give oral presentations to the Board.

Janet Bedingfield, Executive Director, Senior Resource Services, presented the CDBG application for $15,000 for costs of providing transportation to seniors over age 60 to medical appointments, grocery stores, financial and government institutions, etc.

Enita Kearns-Hout, Regional Director, Catholic Charities presented the CDBG application for $15,000 for a case manager to counsel residents on life skills and housing options.

Lyle SmithGraybeal, Vice President Community Impact, United Way of Weld County, presented the CDBG application for $25,000 for support of the cold weather shelter for homeless persons.

Melanie Falvo Woolman, Director of Community Impact, United Way Weld County, presented the CDBG application for $20,000 for a Coordinated Assessment and Housing Placement System (CAHPS). CAHPS is a regional entity which works to house the homeless through assessment, assistance, and housing assignments.

Nancy Wiehagan, Executive Director, Greeley Transitional House (GTH) presented the CDBG application for $10,000 for a case manager to coordinate the Landlord Support Program to assist with relocation housing services. The case manager would work to engage landlords to work with low and moderate income families exiting the emergency shelter housing.

Joanna Martinson, Director of Care Coordination, North Colorado Health Alliance, Jeff Stranahan, Battalion Chief, Greeley Fire, and Gail White, Program Director, North Range Behavioral Health presented the CDBG application for $30,000 to support the Community Action Collaborative coordinator position for a more comprehensive and streamlined process to help 9-1-1 callers who have non-emergency issues.

Other applicants whose projects were summarized in the Commissioners' packets:

Public Works – Phase IV of a multi-year activity for installation of sidewalks, curbs, gutters and other infrastructure in Redevelopment District.

Public Works Infrastructure-Alley reconstruction Phase II – Reconstruction of approximately 12 alleys in the Redevelopment District.

Public Works Infrastructure install speed zone feedback signs in school zones - Street light installation within the Redevelopment District.

Public Works – Support annual City-wide clean-up weekend.

Forestry Program – Parkway Tree Planting

Administration – Includes staffing for management of CDBG funds and projects.

GURA Affordable Housing - Funds to be used for land acquisition, infrastructure associated with an affordable housing development, reconstruction, rehabilitation of multi-family unites other housing activity.

Housing Rehab Loan Program – Revolving funds will continue the Single-family Housing Rehab Program. No 2020 CDBG funds (grant) will be used.

Chair Cummins opened the public hearing at 6:50 p.m. and called for public comment. There being no comment, Chair Cummins closed the public hearing at 6:50 p.m.

Following discussion the Board discussed a recommendation for allocation of the 2019 CDBG funds as follows:

General Administration	$ 168,000
City Affordable Housing Project	$ 304,568
City Housing Rehab Loan Program	$ 244,074
United Way Coordinated Assessment & Housing Placement System	$ 10,000
Greeley Transitional House – housing case management services	$ 10,000
City-Public Works-Infrastructure-Redevelopment District	$ 365,000
City-Public Works-Alley reconstruction	$ 155,000
Redevelopment District parkway tree plantings	$ 20,500
City-Clean-up Weekend	$ 15,000
North Colorado Health Alliance – Community Action Collaborator	$ 15,000
United Way Cold Weather Shelter	$ 20,000
Catholic Charities – resident life staff case management services	$ 10,000
Senior Resource Service – transportation support	$ 10,000
City-Public Works-Infrastructure-install speed zone	$ -0-
Total Budget	$1,347,142

Commissioner Costigan made a motion to approve Resolution 1 Series 2019 recommending approval of the 2020-2024 Consolidated Plan and the 2020 Annual Action Plan for the proposed Community Block Grant for 2020 with the caveat that any increase/decrease in funding received would be allocated to the City of Greeley Affordable Housing application. Commissioner Roberts seconded the motion; the motion carried 5-0. (Commissioners Paz and Reilly were absent.)

IV. Board Member Comments/Reports

None

V. Staff Report

None

VI. Adjournment

There being no more business, the meeting was adjourned at 6:55 p.m.

_____

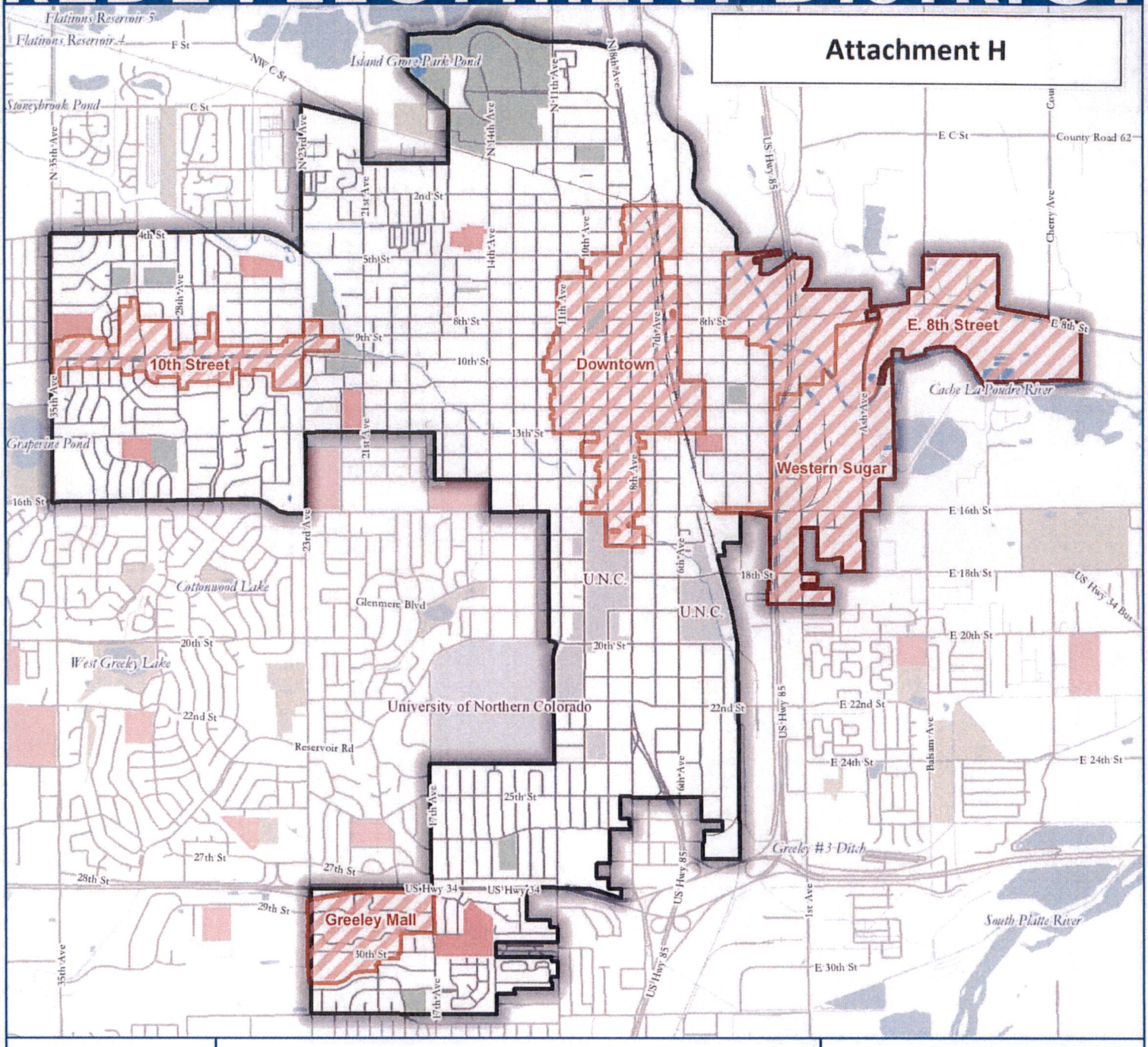
Jediah Cummins, Chair

_____

Rebecca L. Safarik, Secretary

REDEVELOPMENT DISTRICT

Attachment H



City of Greeley
Colorado
Great From the Ground Up

Created: December 29, 2010
By: Planning, GIS

Legend

- 2010 Urban Renewal Boundary
- Railroad
- Waterbodies
- Public Schools
- Universities
- Parklands
- TIF Districts

GURA
10th Street
Western Sugar
Greeley Mall
E. 8th Street

Other
Downtown

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

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

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COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **acquisition or construction activities**

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *Greeley Urban Renewal Authority* Address: *1100 10th Street, #201 Greeley*

Contact person: *J.R. Salas* Title: *GURA Manager*

Phone number: *350.9383* Email: j.r.salas@greeleygov.com

If different from above, person authorized to request funds:

Phone # Email: Agency website:

Applicant Type: [X] Government/Public agency [ ] For-profit business/organization

[ ] Faith-based organization [ ] Other (specify)

[ ] Non-profit 501(c)(3) What year was non-profit status obtained?

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: Agency tax ID number: *84-0748779*

DUNS number: *112066225* Authorized signatory: *J.R. Salas/Rebecca Safarik/Jed Cummins*

SAM.gov registered? [X] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Acquisition for housing

Description: Provide assistance to an affordable housing project. Funding awarded under this application may be used for land acquisition, infrastructure associated with an affordable housing development, reconstruction, rehabilitation of multi-family units, or other TBD housing activity.

What is the **primary objective** to be assisted through this request (choose one only):

[ ] Infrastructure (sidewalks, curb/gutter, street lights, alleys, etc.)		[ ] Infrastructure (trees in parkways)
[ ] Public facility expansion	[X] Acquisition for housing	[X] Infrastructure for housing
[ ] Public facility other rehab	[ ] Public facility ADA improvements	[ ] Other neighborhood improvements
[ ] Housing rehabilitation (SF)	[ ] Housing rehabilitation (MF)	[X] Housing reconstruction

If you consider the objective to be housing-related, describe your reasoning:

A project has not been identified; however, funding through this application is to be used specifically for affordable housing.

Funding request:		
	CDBG request	*$200,000*
	Other funding - SECURED	*Unknown*
	Other funding - UNSECURED	*Unknown*
	Total estimated cost to complete the activity	*$200,000*

Provide the following: [ ] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **public service activities**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *United Way of Weld County (UWWC)* Address: *814 9th Street, Greeley, CO 80631*

Contact person: *Melanie Falvo* Title: *Director of Community Impact*

Phone number: *970-304-6167* Email: mfalvo@unitedway-weld.org

If different from above, person authorized to request funds: *n/a*

Phone # *n/a* Email: *n/a* Agency website: www.unitedway-weld.org

Applicant Type: [ ] Government/Public agency [ ] For-profit business/organization

[ ] Faith-based organization [ ] Other (specify)

[x] Non-profit 501(c)(3) What year was non-profit status obtained? 1970

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: *May-70* Agency tax ID number: *84-6011918*

DUNS number: *149297996* Authorized signatory: *Jeannine Truswell*

SAM.gov registered? [x] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Homeless Coordinated Assessment and Housing Placement System (CAHPS)

Support of the Homeless Coordinated Assesment and Housing Placement System (CAHPS), a shared effort amongst 30+ Weld and Larimer Counties homeless serving providers operating as the Northern Colorado Continuum of Care. See Attachment A for additional activity information.

What is the **primary service** to be assisted through this request (choose one only):

[ ] Shelter [ ] Transportation [ ] Case management [ ] Neighborhood support [x] Housing related

[ ] Health related [ ] Navigation (through other programs/systems, etc.) [ ] Other

If you consider the objective to be housing-related, describe your reasoning:

CAHPS coordinates homelessness services across Larimer and Weld counties for those who are homeless or at-risk of homelessness. Through this work between agencies people that are experiencing homelessness find and maintain housing. For instance, since its founding in February 2016, 321 homeless veterans in Weld and Larimer counties have found and maintained housing. Also through the CAHPS process, 133 chronic individuals, 114 families, and 2 youth that were homeless have found and maintained housing.

Funding request:		
	CDBG request	*$20,000*
	Other funding - SECURED	*$15,000*
	Other funding - UNSECURED	*$52,740*
	Total estimated cost to complete the activity	*$87,740*

Provide the following: [x] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **public service activities**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *Greeley Transitional House* Address: *1206 10th Street Greeley CO 80631*

Contact person: *Nancy J. Wiehagen* Title: *Executive Director*

Phone number: *970-352-3215* Email: nancy@greeleytransitionalhouse.org

If different from above, person authorized to request funds:

Phone # Email: Agency website: www.greeleytransitionalh

Applicant Type: [ ] Government/Public agency [ ] For-profit business/organization

[ ] Faith-based organization [ ] Other (specify)

[x] Non-profit 501(c)(3) What year was non-profit status obtained? 1985

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: *1985* Agency tax ID number: *84-1045958*

DUNS number: *168654606* Authorized signatory: *Nancy J. Wiehagen*

SAM.gov registered? [X] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Landlord Support Program

Description: To provide safety, stablity and opportunity for families in crisis through emergency shelter and comprehensive support services.

What is the **primary service** to be assisted through this request (choose one only):

[x] Shelter [ ] Transportation [ ] Case management [ ] Neighborhood support [x] Housing related

[ ] Health related [ ] Navigation (through other programs/systems, etc.) [ ] Other

If you consider the objective to be housing-related, describe your reasoning:

These funds would provide support for a case manager to coordinate the Landlord Support Program. The Program porvides a strategic effort to engage landlords to work with low and moderate income families exiting the emergency shelter housing. Components of the program are to continue case management and tenant education. The program recruits and encourages landlords to work GTH families in an exceptionally tight housing market.

Funding request:		
	CDBG request	*$10,000*
	Other funding - SECURED	*$16,650*
	Other funding - UNSECURED	
	Total estimated cost to complete the activity	*$26,650*

Provide the following: [X] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **acquisition or construction activities**

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *City of Greeley, Public Works Department* Address: *1001 9th Avenue, Greeley 80631*

Contact person: *Shane (Rick) Dorsey* Title: *Concrete Maintenance Coordinator*

Phone number: *970 336 4081* Email: rick.dorsey@greeleygov.com

If different from above, person authorized to request funds:

Phone # Email: Agency website:

Applicant Type: [x] Government/Public agency [ ] For-profit business/organization

[ ] Faith-based organization [ ] Other (specify)

[ ] Non-profit 501(c)(3) What year was non-profit status obtained?

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: *Not aplicable* Agency tax ID number: *84-6000593*

DUNS number: *11-206-6225* Authorized signatory:

SAM.gov registered? [x] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Infrastructure Improvements

The City of Greeley has recently completed a study in the downtown and surrounding neighborhoods to identify missing curb gutter and sidewalk. This grant is intended to be used to install Curb gutter and Sidewalk in these neighborhoods to help ensure proper drainage and ease of access throughout.

[x] Infrastructure (sidewalks, curb/gutter, street lights, alleys, etc.) [ ] Infrastructure (trees in parkways)

[ ] Public facility expansion [ ] Acquisition for housing [ ] Infrastructure for housing

[ ] Public facility other rehab [ ] Public facility ADA improvements [ ] Other neighborhood improvements

[ ] Housing rehabilitation (SF) [ ] Housing rehabiitation (MF) [ ] Housing reconstruction

If you consider the objective to be housing-related, describe your reasoning:

Funding request:		
	CDBG request	*$350,000*
	Other funding - SECURED	*$0*
	Other funding - UNSECURED	
	Total estimated cost to complete the activity	*$350,000*

Provide the following: [ ] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **acquisition or construction activities**

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *City of Greeley - Public Works* Address: *1203 3rd Street*

Contact person: *Jerry Pickett* Title: *Street Superintendent*

Phone number: *970-350-9335* Email: jerry.pickett@greeleygov.com

If different from above, person authorized to request funds:

Phone # Email: Agency website:

Applicant Type: [X] Government/Public agency [ ] For-profit business/organization

[ ] Faith-based organization [ ] Other (specify)

[ ] Non-profit 501(c)(3) What year was non-profit status obtained?

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: Agency tax ID number: *84-6000593*

DUNS number: *11-206-6225* Authorized signatory:

SAM.gov registered? [X] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Alley Reconstruction

Description: Reconstruct traveled alleys with Recycled Asphalt Millings in GURA's re-development areas.

What is the **primary objective** to be assisted through this request (choose one only):

[X] Infrastructure (sidewalks, curb/gutter, street lights, alleys, etc.)
[ ] Infrastructure (trees in parkways)
[ ] Public facility expansion
[ ] Acquisition for housing
[ ] Infrastructure for housing
[ ] Public facility other rehab
[ ] Public facility ADA improvements
[ ] Other neighborhood improvements
[ ] Housing rehabilitation (SF)
[ ] Housing rehabiitation (MF)
[ ] Housing reconstruction

If you consider the objective to be housing-related, describe your reasoning:

Funding request:		
	CDBG request	*$150,000*
	Other funding - SECURED	*$50,000*
	Other funding - UNSECURED	
	Total estimated cost to complete the activity	*$200,000*

Provide the following: [X] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **acquisition or construction activities**

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *City of Greeley* Address: *1300 A St Building H Greeley, CO 80631*

Contact person: *Allison Baxter* Title: *Transportation Planner*

Phone number: *9703509326* Email: allison.baxter@greeleygov.com

If different from above, person authorized to request funds:

Phone # Email: Agency website:

Applicant Type: [X] Government/Public agency [ ] For-profit business/organization

[ ] Faith-based organization [ ] Other (specify)

[ ] Non-profit 501(c)(3) What year was non-profit status obtained?

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: *1869* Agency tax ID number: *84-6000593*

DUNS number: *112066225* Authorized signatory:

SAM.gov registered? [X] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: School and Neighborhood Traffic Safety- Radar Speed Feedback Signs in School Zones

This project will install 18 speed feedback signs in school zones around the following D6 schools: Franklin Middle School, Scott Elementary, Jackson Elementary, Brentwood Elementary, Shawsheen Elementary, Maplewood Elementary, Billie Martinez Elementary, and Madison Elementary. The candidate locations are within CDBG eligible block groups and have been identified by the Police Department and Traffic Division staff as having a large number of speeders in the morning and afternoon when children are walking to and from school. The feedback signs would flash at 20 mph during school crossing times and revert to standard 30-40 mph (depending on the posted speed limit) enforcement during normal periods to improve the safety of children in eligible neighborhoods. Studies show that speeders when alerted to their speed with speed feedback signs will slow down 80% of the time. Furthermore, locations with permanent feedback sign show a long term reduction in average speeds. The signs that would be purchased collect before and after speed data to help measure the effectiveness of the devices.

What is the **primary objective** to be assisted through this request (choose one only):

[X] Infrastructure (sidewalks, curb/gutter, street lights, alleys, etc.)
[ ] Infrastructure (trees in parkways)
[ ] Public facility expansion
[ ] Acquisition for housing
[ ] Infrastructure for housing
[ ] Public facility other rehab
[ ] Public facility ADA improvements
[X] Other neighborhood improvements
[ ] Housing rehabilitation (SF)
[ ] Housing rehabilitation (MF)
[ ] Housing reconstruction

If you consider the objective to be housing-related, describe your reasoning:

n/a

Funding request:

CDBG request	*$70,000*
Other funding - SECURED	
Other funding - UNSECURED	
Total estimated cost to complete the activity	*$70,000*

Provide the following: [ ] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **acquisition or construction activities**

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *City of Greeley, Forestry* Address: *2631 52nd Avenue Court, Greeley, CO 80634-4002*

Contact person: *Shiloh Hatcher* Title: *Forestry Manager*

Phone number: *970-339-2436* Email: shiloh.hatcher@greeleygov.com

If different from above, person authorized to request funds:

Phone # Email: Agency website: www.greeleygov.com

Applicant Type: [X] Government/Public agency [ ] For-profit business/organization

[ ] Faith-based organization [ ] Other (specify)

[ ] Non-profit 501(c)(3) What year was non-profit status obtained?

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: Agency tax ID number: *84-600593*

DUNS number: *11-206-6225* Authorized signatory: *Shiloh Hatcher*

SAM.gov registered? [X] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Parkway Reforestation Program

Within the Redevelopment District (in the older areas of Greeley), many mature trees that line the streets are rapidly declining and dying. In an effort to once again have appealing tree-lined streets in this area, we offer parkway trees to those property owners who commit to providing appropriate tree care in order to enhance their neighborhood.

What is the **primary objective** to be assisted through this request (choose one only):

[ ] Infrastructure (sidewalks, curb/gutter, street lights, alleys, etc.)
[X] Infrastructure (trees in parkways)
[ ] Public facility expansion
[ ] Acquisition for housing
[ ] Infrastructure for housing
[ ] Public facility other rehab
[ ] Public facility ADA improvements
[ ] Other neighborhood improvements
[ ] Housing rehabilitation (SF)
[ ] Housing rehabiitation (MF)
[ ] Housing reconstruction

If you consider the objective to be housing-related, describe your reasoning:

Funding request:		
	CDBG request	*$20,000*
	Other funding - SECURED	
	Other funding - UNSECURED	*$3,000*
	Total estimated cost to complete the activity	*$23,000*

Provide the following: [x] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **public service activities**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *City of Greeley Public Works* Address: *1203 3rd Street*

Contact person: *Jerry Pickett* Title: *Street Superintendent*

Phone number: *970-350-9335* Email: jerry.pickett@greeleygov.com

If different from above, person authorized to request funds:

Phone # Email: Agency website:

Applicant Type: [X] Government/Public agency [ ] For-profit business/organization

[ ] Faith-based organization [X] Other (specify)

[ ] Non-profit 501(c)(3) What year was non-profit status obtained?

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: Agency tax ID number: *84-6000593*

DUNS number: *11-206-6225* Authorized signatory: *Jerry Pickett*

SAM.gov registered? [X] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Spring Clean Up Event

45th Annual Spring Clean Up Program

What is the **primary service** to be assisted through this request (choose one only):

[ ] Shelter [ ] Transportation [ ] Case management [ ] Neighborhood support [ ] Housing related

[ ] Health related [ ] Navigation (through other programs/systems, etc.) [ ] Other

If you consider the objective to be housing-related, describe your reasoning:

Funding request:		
	CDBG request	*$15,000*
	Other funding - SECURED	*$37,806*
	Other funding - UNSECURED	*$25,000*
	Total estimated cost to complete the activity	*$77,806*

Provide the following: [ ] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **public service activities**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *North Colorado Health Alliance* Address: *2930 11th Ave Evans, CO 80620*

Contact person: *Meredith Munoz* Title: *Community Action Collaborative Coordinator*

Phone number: *970.373.8499* Email: mmunoz.alliance@nocoha.org

If different from above, person authorized to request funds: *Juan Machuca, NCHA Staff Accountant*

Phone # *970-395-1115* Email: jmachuca.sunrise@nocoha.org Agency website: *northcoloradohealthalliance.*

Applicant Type:
- [ ] Government/Public agency
- [ ] For-profit business/organization
- [ ] Faith-based organization
- [ ] Other (specify)
- [X] Non-profit 501(c)(3) What year was non-profit status obtained? 2003

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: *20-May-03* Agency tax ID number: *65-1189617*

DUNS number: *1414163670000* Authorized signatory: *Mark Wallace*

SAM.gov registered? [X] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Community Action Collaborative

Description: The Community Action Callaborative (CAC) is a collaborative of first responders, law enforcement, healthcare, behavioral health, and community agencies committed to the prevention and diversion of vulnerable individuals perseverating in systems, homelessness, housing instability,excessive non-emergent 911 use, freqent ER admissions, and justice involved. Over the past four-years we have found that the majority of individuals we work with are either homeless or are at high risk for being homeless, therefore the focus of our work is connecting individuals with housing resources, participating in the Continuum of Care, Coordinated Assessment and Housing Placement process. This invovles assisting individulas in finding housing, assisting individuals in maintaining their housing through resource connection, and mitigating with individuals and their landlords to prevent eviction, this includes care planning, connection to resources to address issues such as behavior, health, and social determinants of health. See Attachment A for additional activity description.

What is the **primary service** to be assisted through this request (choose one only):

- [ ] Shelter
- [ ] Transportation
- [X] Case management
- [ ] Neighborhood support
- [X] Housing related
- [X] Health related
- [X] Navigation (through other programs/systems, etc.)
- [ ] Other

If you consider the objective to be housing-related, describe your reasoning:

The Community Action Collaborative works closely with housing related intiatives. These includes weekly Coordinated Assessment Housing Placement Systems (CAHPS) case conferencing particpation, CAC particpation has been especially beneficial in assisting individuals in housing placement and/or ensuring indiviuals are document ready. In addition to this, the CAC coordinator participates on the CAHPS steering committee, this is higher level oversight of the CAHPS housing process. See Attachment A for additional housing justification information.

Funding request:		
	CDBG request	*$30,000*
	Other funding - SECURED	*$30,000*
	Other funding - UNSECURED	
	Total estimated cost to complete the activity	*$60,000*

Provide the following: [ ] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **public service activities**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *United Way of Weld County (UWWC)* Address: *814 9th Street, Greeley, CO 80631*

Contact person: *Melanie Falvo* Title: *Director of Community Impact*

Phone number: *970-304-6167* Email: mfalvo@unitedway-weld.org

If different from above, person authorized to request funds: *n/a*

Phone # *n/a* Email: *n/a* Agency website: www.unitedway-weld.org

Applicant Type: [ ] Government/Public agency [ ] For-profit business/organization

[ ] Faith-based organization [ ] Other (specify)

[x] Non-profit 501(c)(3) What year was non-profit status obtained? 1970

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: *May-70* Agency tax ID number: *84-6011918*

DUNS number: *149297996* Authorized signatory: *Jeannine Truswell*

SAM.gov registered? [x] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Housing Navigation Center Cold Weather Shelter (CWS)

Description: On behalf of service providers and the larger community, United Way of Weld County (UWWC) is seeking funding to provide a cold weather shelter for homeless individuals and families so that they have a warm and safe place to spend the night during the coldest months of the year. The shelter is located at the United Way of Weld County Housing Navigation Center at 3001 8th Avenue #285, Evans, Colorado; the requested funding will be used to staff the shelter and for other directly related expenses.

2020-2021 cold weather shelter plans include a dedicated space for single men and women and the use of space at Catholic Charities Guadalupe Community Center and hotel vouchers for families. It is anticipated the shelter will operate from November 1, 2020, through April 15, 2021. Catholic Charities will again manage and staff the shelter, as was the case for the past three seasons.

What is the **primary service** to be assisted through this request (choose one only):

[x] Shelter [ ] Transportation [ ] Case management [ ] Neighborhood support [ ] Housing related

[ ] Health related [ ] Navigation (through other programs/systems, etc.) [ ] Other

If you consider the objective to be housing-related, describe your reasoning:

As part of Housing Navigation Center operations, the cold weather shelter activity is a point of connection to people living out of doors or in a car or that are experiencing extreme household instability. Making use of the cold weather shelter can lead to further engagement with Housing Navigation Center programming which can lead to a housing placement.

Funding request:		
	CDBG request	*$25,000*
	Other funding - SECURED	*$30,000*
	Other funding - UNSECURED	*$201,620*
	Total estimated cost to complete the activity	*$256,620*

Provide the following: [x] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **public service activities**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *Catholic Charities* Address: *1442 N. 11th Ave., Greeley CO 80631*

Contact person: *Enita Kearns-Hout* Title: *Weld County Regional Director*

Phone number: *970-616-8604* Email: ekearns-hout@ccdenver.org

If different from above, person authorized to request funds: *Darren Walsh, President and CEO*

Phone # *303-742-0828* Email: grants@ccdenver.org Agency website: www.ccdenver.org

Applicant Type: [ ] Government/Public agency [ ] For-profit business/organization

[X] Faith-based organization [ ] Other (specify)

[X] Non-profit 501(c)(3) What year was non-profit status obtained? 1946

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: *4/27/1928* Agency tax ID number: *84-0686679*

DUNS number: *07-834-2276* Authorized signatory: *Darren Walsh*

SAM.gov registered? [X] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Case management/Housing Retention

Support is being requested for the case management/housing retention program that supports a continuum of services spanning initial triage and stabilization services for homeless men and women culminating with housing stabilization. The case manager serves as a life coach, motivator, teacher and knowledgeable resource referral agent. To climb out of homelessness, our residents must focus on the goals of acquiring income/jobs, repairing credit, accumulating savings and locating affordable housing. A new position with the agency, Housing Retention Specialist, assists residents in finding sustainable housing commensurate with their ability to cover the deposits and manage the monthly rent. This new position is part of a redesign of our service delivery model to homeless individuals that will allow the case manager to provide support and guidance during the resident's up to 120-day stay at the Guadalupe Shelter and then provide post-transition support with Housing Retention Services for up to 6 months.

What is the **primary service** to be assisted through this request (choose one only):

[ ] Shelter [ ] Transportation [x] Case management [ ] Neighborhood support [ ] Housing related

[ ] Health related [ ] Navigation (through other programs/systems, etc.) [ ] Other

If you consider the objective to be housing-related, describe your reasoning:

The ultimate goal of all the services provided at the Guadalupe Shelter is to help guide our residents from homelessness into sustainable housing. The redesign of our services with a Housing Retention Specialist will enhance our residents' ability to more rapidly be rehoused as soon as they have the financial means to support their housing plan. Post-housing services will include connecting our clients to resources outside the shelter to enhance their well-being and crisis support.

Funding request:		
	CDBG request	*$15,000*
	Other funding - SECURED	*$30,033*
	Other funding - UNSECURED	*$29,692*
	Total estimated cost to complete the activity	*$74,725*

Provide the following: [X] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

City of Greeley

COMMUNITY DEVELOPMENT BLOCK GRANT

2020 APPLICATION - **public service activities**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: *Senior Resource Services dba 60+ Ride* Address: *800 8th Ave., Suite 229, Greeley, CO 80631*

Contact person: *Janet Bedingfield* Title: *Executive Director*

Phone number: *(970) 352-9348* Email: jbedingfield@srsweld.com

If different from above, person authorized to request funds:

Phone # Email: Agency website: *SRSweld.com*

Applicant Type: [ ] Government/Public agency [ ] For-profit business/organization

[ ] Faith-based organization [ ] Other (specify)

[X] Non-profit 501(c)(3) What year was non-profit status obtained? 2006

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: *2006* Agency tax ID number: *20-4429783*

DUNS number: *860944953* Authorized signatory: *Janet Bedingfield*

SAM.gov registered? [X] Yes [ ] No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Older Adults Transportation Program

Description: 60+ Ride is requesting support for its free transportation program which provides access to critical services such as medical appointments, nutrition and food resources, personal care appointments, mainstream benefits appointments, and socialization events for Greeley's low-income, older adult population. The targeted population are individuals who have very low incomes and do not have the resources or physical stamina to utilize public transportation. The program relies primarily on volunteer drivers supplemented by an agency-owned vehicle and part-time drivers. The program's primary goal (and the agency's mission) is to support our aging adult population in maintaining independence and emotional and physical health through continuing to live in their own home. The organization projects it will serve approx. 270 unduplicated older adults, providing over 9,000 one-way rides during the grant term.

What is the **primary service** to be assisted through this request (choose one only):

[ ] Shelter [X] Transportation [ ] Case management [ ] Neighborhood support [ ] Housing related

[ ] Health related [ ] Navigation (through other programs/systems, etc.) [ ] Other

If you consider the objective to be housing-related, describe your reasoning:

Supporting Greeley's low-income aging population in remaining active and independent in their home through assistance with free transportation is very much housing-related. From an economic perspective, it is far more cost-effective to the community to support low-income older adults in remaining in their homes than for these adults to have to move to subsidized housing of any kind because they can no longer remain independent or access services. Worse, without access to transportation and with limited resources, we risk this population becoming homeless because they can no longer meet their basic needs or access critical services.

Funding request:		
	CDBG request	*$15,000*
	Other funding - SECURED	*$58,200*
	Other funding - UNSECURED	*$0*
	Total estimated cost to complete the activity	*$73,200*

Provide the following: [X] Documentation indicating signatory authority to apply for/receive grants and sign for agency.

Council Agenda Summary

October 1, 2019

Agenda Item Number 23

Key Staff Contact: Doug Marek, City Attorney, 970-350-9755

Title:

Consideration of a resolution approving a Professional Services Agreement Retaining Keller Rohrback L.L.P. as Special Counsel and Authorizing Litigation for Claims Against Pharmaceutical Companies and Distributors

Summary:

As reported by the Centers for Disease Control and Prevention ("CDC") and other sources in the media, and as declared by numerous state and local governments across the country, the United States is experiencing an epidemic and crisis arising from the misuse, abuse, and over-prescription of opioid medications. As a result, the City of Greeley has incurred increased costs to various departments for public health and substance abuse treatment services as well as a substantial increase in criminal justice system costs because of the ongoing Opioid crisis caused by Defendants. The City of Greeley has an interest in the outcome of the litigation but is neither a plaintiff nor a defendant in the case. The proposed resolution would authorize the City Attorney to enter into a professional services agreement with Keller Rohrback L.L.P. as special counsel to join in legal actions related to those issues of interest to Greeley.

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:

Section 6-3 of the Greeley City Charter authorizes the Office of the City Attorney to institute any suit, action, or proceeding on behalf of the municipal government when directed by City Council.

Other Issues and Considerations:

None.

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.

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:

1. A motion to go into executive session to receive legal advice from the City Attorney pursuant to C.R.S. 24-6-402(4)(b) and Greeley Municipal Code 2.04.020(2) regarding entering into a legal services agreement with Keller Rohrback, L.L.P. to join the ongoing opioid litigation.

2. Following executive session, a motion to adopt the Resolution.

Attachments:

Resolution
Professional Services Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2019

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT RETAINING KELLER ROHRBACK L.L.P. AS SPECIAL COUNSEL AND AUTHORIZING LITIGATION FOR CLAIMS AGAINST PHARMACEUTICAL COMPANIES AND DISTRIBUTORS

WHEREAS, as reported by the Centers for Disease Control and Prevention ("CDC") and other sources in the media, and as declared by numerous state and local governments across the country, the United States is currently experiencing an epidemic and crisis arising from the misuse, abuse, and over-prescription of opioids; and

WHEREAS, as a result of the crisis, the City of Greeley ("City") has had to deal with the effects of widespread opioid addiction, including costs to various departments within the City, and desires to investigate and pursue a recovery of these costs from responsible parties to address the multi-faceted issues related to opioid addiction; and

WHEREAS, Section 6-3 of the Greeley City Charter authorizes the City Attorney to institute any suit, action or proceeding on behalf of the municipal government, or agency thereof, when directed by City Council; and

WHEREAS, several Colorado county and municipal governments have sought special counsel to investigate potential claims against manufacturers and wholesalers of opioid painkillers, and other responsible parties, and initiate appropriate litigation with respect to City's claims; and

WHEREAS, the City has the opportunity to join in legal action instigated against manufacturers and wholesalers of opioid painkillers and the City Attorney recommends this course of action to City Council; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley for City Council to direct the City Attorney to initiate appropriate legal action, and the City Attorney has recommended the retention of Keller Rohrback, L.L.P. to initiate the appropriate litigation on behalf of the City.

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

Section 1. The City Attorney is hereby authorized to initiate appropriate legal action, and retain the law firm of Keller Rohrback, L.L.P., subject to the terms of the Professional Services Agreement (referenced herein as Exhibit A), to investigate potential claims and to initiate the

appropriate litigation on behalf of the City against manufacturers and wholesalers of opioid painkillers and other responsible parties.

Section 2. The City Attorney 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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made between City of Greeley, Colorado, a municipal corporation of the State of Colorado ("City") and Keller Rohrback L.L.P. with its principal place of business located at 1201 Third Avenue, Suite 3200, Seattle, Washington ("Special Counsel", collectively "the Parties").

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. COORDINATION WITH DEPARTMENT OF LAW: Special Counsel shall fully coordinate all services under the Agreement with the City Attorney or the City Attorney's designated representative ("City Attorney"). To provide the best possible legal representation and reduce costs and expenses, Special Counsel agrees whenever requested to utilize the staff of the City Attorney's Office, together with other City personnel. As directed by the City Attorney, Special Counsel agrees to utilize and coordinate with any consultant retained by the City on matters related to Special Counsel's work. Special Counsel acknowledges that one or more Assistant City Attorneys may be assigned to provide additional legal representation to the City on certain matters. If applicable, Special Counsel shall submit to the City for approval: budgets, work plans and case plans in such form as may be required by the City Department of Law.

2. PROFESSIONAL SERVICES TO BE PERFORMED:

a. Special Counsel shall provide professional legal services, as provided by City of Greeley law and in conformance with the Colorado Rules of Professional Conduct, in pursuing claims for damages and injunctive relief against pharmaceutical companies and/or pharmaceutical distributors who manufacture, market and sell prescription opioids, and other related services as necessary. Special Counsel is ready, willing, and able to provide these services and shall faithfully perform the services pursuant to the Agreement in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals who perform services of a similar nature to those described in the Agreement.

b. Lynn Sarko shall serve as lead attorney for Special Counsel and shall direct the provision of services under this Agreement. Special Counsel shall supply the City with a copy of all pleadings, motions, briefs, interrogatories, requests for admissions, requests for production of documents, memoranda, orders and judgments of the court or arbitrator, contracts, agreements, memoranda, or other documents prepared by Special Counsel or any subcontractor hired by Special Counsel under this Agreement. Special Counsel agrees that the City Attorney shall have final authority over the use of all documents to be prepared in the above matters.

c. Multi-Party Representation. The City acknowledges that the Special Counsel will represent not only the City in the litigation, but also other entities, including but not limited to the jurisdictions listed on **Exhibit A** (collectively, "the Colorado Cities and Counties"). By mutual agreement, the Parties may add additional participating jurisdictions to the Cities and Counties after the date this Agreement is executed. The City agrees to the Special Counsel's representation of other plaintiff entities. The City understands that it is one of multiple plaintiffs represented by Special Counsel in the opioid litigation. The City consents to such representation and waives any potential conflict that might arise from such representation. The City further understands the effect of joint representation on attorney-client confidentiality. Attorney-client communications are privileged and are protected against disclosure to a third party. By entering into this Agreement, the City waives any right it may have to require Special Counsel to disclose to the City any confidences the Special Counsel have obtained from any other plaintiff regarding similar litigation. By this Agreement, the City also authorizes and provides its consent for the Special Counsel to undertake aggregate settlement discussions of all claims the Special

Counsel files on behalf of the Colorado Cities and Counties and any other clients that Special Counsel represents. No city or county's decision to settle claims in the litigation shall be binding on any other city or county.

3. **TERM:** The Agreement will commence upon execution by all required signatories and will expire on the conclusion of all assigned litigation, unless otherwise terminated pursuant to Paragraph 8 (the "Term").

4. **PAYMENT:**

a. Payment, if any, is based on a contingency fee, with all costs advanced by the Special Counsel, and if applicable, will include costs and expenses incurred by partner firms. Any payment obligation of the City is contingent upon receipt and supplemental appropriation of opioid litigation recovery collected pursuant hereto. Special Counsel shall advance court costs and the expenses of litigation, the repayment of which shall be contingent upon the successful recovery by the City of opioid litigation revenue from defendants pursuant hereto. The percentage below shall be applied to the net amount collected by the City after the subtraction of court costs and expenses. In the event that a court determines the award of attorneys' fees upon resolution of the Special Counsel Matter, Special Counsel will receive an amount equal to the greater of the court-awarded attorneys' fees or the contingency fee. Special Counsel fees shall not exceed an amount equal to $1000/hour (ONE THOUSAND DOLLARS PER HOUR) multiplied by the number of hours spent on this Special Counsel Matter.

b. Special Counsel shall maintain on a monthly basis a written statement containing a contemporaneous record of the numbers of hours of legal services provided by individual attorneys and paralegals; the nature of such services; and the amount and nature of court costs incurred during each month. This contemporaneous record shall be maintained as Attorney-Client Confidential by the City as it will contain information about the legal strategy in the litigation. In no event shall the contingent fee referenced in Paragraph 4(a) above exceed an average rate of one thousand dollars per hour, as determined by dividing the amount of the contingent fee by the number of hours recorded by the lawyers and other professionals for Special Counsel in the statements sent to the City. Clerical work, including but not limited to transcription, photocopying, and document filing and organization, shall not be recorded or considered for these purposes.

c. If the City obtains a recovery pursuant hereto, Special Counsel shall be reimbursed out of the recovery for its out of pocket costs and expenses incurred in the preparation and presentation of the City claims, including without limitation filing fees, costs of consultants, costs of expert witnesses, costs of obtaining records, deposition expenses, mileage, travel expenses, investigation costs, photographic expenses, copying expenses, lay witness fees, and computer access charges, as outlined in **Exhibit B**. Costs will be billed at actual cost or a standard per unit charge which the parties agree approximates actual cost. If an opposing party is awarded costs and attorney's fees against the City due to the City dereliction, the City shall be responsible for payment thereof.

d. The City payment obligation, whether direct or contingent, extends only to funds appropriated annually by the City legislative body, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

e. Calculation of Attorneys' Fees.

(1) Attorneys' Fees are contingent with a flat rate contingency fee of 15% of sums recovered up to $500 million, total in aggregate for the Cities and Counties. As it is used in this Agreement, the term "sums recovered" includes, but is not limited to, any proceeds recovered as a result of the opioid litigation on behalf of the Cities and Counties, including the creation of a settlement fund. If

more than $500 million is recovered, then the fee will be 15% on the first $500 million. On any additional amount over and above $500 million, the fee on that additional amount will be 10%.

(2) For purposes of calculating the fee, costs and expenses will be deducted from the sums recovered before the fee is calculated.

5. TYPE OF ATTORNEYS' FEE AGREEMENTS: The City has been informed and understands that there are several types of attorney fee arrangements: (1) time based, (2) fixed, (3) contingent, or (4) combinations of these types of fee arrangements. "Time based" means a fee that is determined by the amount of time involved such as so much per hour, day or week. "Fixed" means a fee that is based on an agreed amount regardless of the time or effort involved or the result obtained. "Contingent" means a certain agreed percentage or amount that is payable only upon attaining a recovery regardless of the time or effort involved. The City understands that not all attorneys offer all of these different types of fee arrangements, and the City acknowledges that it has the right to contact other attorneys to determine if they may provide such other fee arrangements for my case or matter. After such consideration or consultation, the City elected the fee arrangement set forth above.

6. STATEMENT OF SERVICES RENDERED: Special Counsel shall submit to the City a final disbursement statement identifying the amount of recovery, the phase of litigation during which the case is resolved, and other information and documentation required by the Colorado Supreme Court Rules governing contingent fees, or as requested by the City Attorney. The final disbursement statement must reference the Contract Control number of the Agreement set forth on the City signature page. A partner of Special Counsel shall verify the statement. The final disbursement statement shall be treated as a confidential attorney-client privileged document and will remain as such until and unless the City Attorney otherwise directs. Special Counsel shall also provide status reports and updates regarding the litigation as may be requested from time to time by the City Attorney.

7. STATUS OF SPECIAL COUNSEL: The status of the Special Counsel under this Agreement shall be that of licensed attorneys at law, providing professional legal services to the City under this Agreement, and neither Special Counsel nor its agents or personnel shall be considered employees of the City for any purpose whatsoever.

8. TERMINATION: The Parties may terminate this Agreement at any time, with or without cause upon (30) days written notice. Termination shall be subject to Court consent, if such consent is required. If the Special Counsel's services are terminated, it shall be paid only for that portion of services satisfactorily completed in accordance with this Agreement at the time of notice of such action, and only out of any opioid litigation recovery collected from distributer or manufacturers companies pursuant to proceedings initiated or defended hereunder.

9. EXAMINATION OF RECORDS: Any authorized agent of the City has the right to access and the right to examine any pertinent books, documents, papers and records of the Special Counsel, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

10. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Special Counsel. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

11. INSURANCE:

a. General Conditions: Special Counsel agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided

pursuant to this Agreement. Special Counsel shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Special Counsel. Special Counsel shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Special Counsel. The Special Counsel shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. **Proof of Insurance – Workers' Compensation, Commercial General Liability, and Professional Liability**: Special Counsel shall provide a copy of this Agreement to its insurance agent or broker. Special Counsel may not commence services or work relating to the Agreement prior to placement of coverage. Special Counsel certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement with the exception of the Personal Automobile insurance requirement. Acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Special Counsel's breach of this Agreement or of any of the City rights or remedies under this Agreement. The City may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds**: For Commercial General Liability, Special Counsel and subcontractor's insurer(s) shall name the City, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation**: For all coverages, Special Counsel's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants**: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Special Counsel. Special Counsel shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Special Counsel agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance**: Special Counsel shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Special Counsel expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Special Counsel's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance

shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Special Counsel executes this Agreement.

g. **Commercial General Liability**: Special Counsel shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

h. **Business Automobile Liability**: Special Counsel shall maintain business automobile liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under the Agreement.

i. **Professional Liability**: Special Counsel shall maintain professional liability limits of $1,000,000.00 per claim and $1,000,000.00 aggregate policy limit.

j. **Additional Provisions**:

(1) For Commercial General Liability, the policies must provide the following:

A. That this Agreement is an Insured Contract under the policy;

B. Defense costs are in excess of policy limits;

C. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

D. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

E. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

F. Special Counsel shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits.

(3) At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Special Counsel will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

12. DEFENSE AND INDEMNIFICATION

a. Special Counsel agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims shall have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Special Counsel or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City. For professional services provided under this contract, the foregoing shall be interpreted to comply with the Colorado and other applicable attorney Rules of Professional Conduct, and in a manner that shall not negate coverage under Special Counsel's malpractice insurance policies.

b. Special Counsel's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the

Claim. Special Counsel's duty to defend and indemnify City shall arise even if City is the only party sued by Claimant and/or Claimant alleges that City's negligence or willful misconduct was the sole cause of Claimant's damages.

c. Special Counsel will defend any and all Claims brought or threatened against City and will pay on behalf of City, any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City exclusive remedy.

d. Except as otherwise expressly provided in subparagraph 11(a) above, insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Special Counsel under the terms of this indemnification obligation. The Special Counsel shall obtain, at its own expense, any additional insurance that it deems necessary for the City protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. **COLORADO GOVERNMENTAL IMMUNITY ACT**: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq*.

14. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the applicable City law. The Special Counsel shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

15. **ASSIGNMENT; SUBCONTRACTING**: Except as specifically authorized hereunder, the Special Counsel shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City Attorney's prior written consent. Except as specifically authorized hereunder, any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The City Attorney has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement on account of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Special Counsel shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

16. **INUREMENT**: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns, provided assignments are consented to in accordance with the terms of the Agreement.

17. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Special Counsel receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. **NO AUTHORITY TO BIND City TO CONTRACTS**: The Special Counsel lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the [City specific law].

19. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any

provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

20. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Special Counsel shall not hire, or contract for services with, any employee or officer of the City in violation of the applicable City law]

b. Special Counsel acknowledges that it and its attorneys are bound by the Colorado Rules of Professional Conduct applicable to Colorado attorneys, including without limitation Rule 1.7, which addresses a lawyer's engagement under circumstances involving a conflict of interest. Special Counsel shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement.

c. The City understands that it is one of multiple governmental plaintiffs being represented by Special Counsel in opioid litigation.

d. The City consents to such representation and waives any potential conflict that might arise from such representation of other governmental entities. The City recognizes and agrees that an aggregate settlement of multiple opioid cases at one time may be reached. In this scenario, the claims brought on behalf of the City may be settled only with the City's prior approval. The City has final decision-making authority as to whether to accept any proposed settlement of the City's claims. If the City rejects any such settlement proposal(s), the Special Counsel shall continue to represent the City through any trial and appellate proceedings of the City's claims, except as indicated above. The City's decision to reject the proposed settlement shall not prevent other clients represented by Special Counsel in opioid-related litigation from accepting an aggregate settlement or otherwise resolving their own claims.

e. Except to the extent indicated above, Special Counsel represents that it has disclosed any and all current or potential conflicts in interest, and are not aware of any pending matters or proceedings in which they represent clients with positions or interests adverse to the City. Special Counsel will notify the City Attorney before undertaking to represent any client in such matters.

21. NOTICES: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Special Counsel at the address first above written, and if to the City at 1100 10th Street, Suite 401, Greeley, CO 80631.

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

22. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Article 17.5 of title 8 of the Colorado Revised Statutes, and any amendments (the "Certification Statute").

b. The Special Counsel certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Special Counsel also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Special Counsel that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Special Counsel to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Special Counsel will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the applicable City law.

d. The Special Counsel is liable for any violations as provided in the Certification Statute. If Special Counsel violates any provision of this section or the Certification Statute, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Special Counsel shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Statute may also, at the discretion of the City, constitute grounds for disqualifying Special Counsel from submitting bids or proposals for future contracts with the City.

23. **DISPUTES**: All disputes between the City and Special Counsel arising out of or regarding the Agreement will be resolved by applicable City law.

24. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and applicable City law, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, and Weld County.

25. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Special Counsel may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race,

color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, or physical or mental disability. The Special Counsel shall insert the foregoing provision in all subcontracts.

26. COMPLIANCE WITH ALL LAWS: Special Counsel shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States and State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the applicable City law.

27. LEGAL AUTHORITY: Special Counsel represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Special Counsel represents and warrants that he has been fully authorized by Special Counsel to execute the Agreement on behalf of Special Counsel and to validly and legally bind Special Counsel to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Special Counsel or the person signing the Agreement to enter into the Agreement.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

29. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

30. INTELLECTUAL PROPERTY RIGHTS: The City and Special Counsel intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Special Counsel and any subcontractor hereunder and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Special Counsel shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq*., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Special Counsel and any subcontractor hereunder (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

31. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Special Counsel's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

32. ADVERTISING AND PUBLIC DISCLOSURE: Special Counsel shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Special Counsel's advertising or public relations materials without first obtaining the written approval of the City Attorney. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Special Counsel shall notify the City

Attorney in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Special Counsel consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

34. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the applicable City law.

35. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments will be, binding upon the parties and their successors and assigns.

36. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Special Counsel shall cooperate and comply with the provisions of applicable City law.

37. DOCUMENT PRESERVATION. City is aware of its obligation to preserve all information, documents and other tangible objects or electronically stored information that is potentially relevant to the Litigation. The City Attorney will inform the City, including those departments and employees who may possess such materials of their obligation to preserve them, taking into consideration any changes in the City's data retention practices that may be required to preserve such materials or information. Special Counsel are available to assist the City in identifying and preserving relevant documents and electronic files.

EXHIBIT LIST:
EXHIBIT A – List of Colorado Cities and Counties
EXHIBIT B – Reimbursable Costs
EXHIBIT C – Certificate of Insurance

[Signatures appear on the following pages]

CITY OF GREELEY

Signature: _____ **Date: _____**

Name: _____

Title: _____

KELLER ROHRBACK L.L.P.

Signature: _____ **Date: _____**

Name: _____

Title: _____

4853-0020-8293, v. 1

EXHIBIT A

List of Colorado Cities, Counties and Entities

Adams County
Arapahoe County
Boulder County
City and County of Broomfield
City and County of Denver
City of Aurora
City of Black Hawk
City of Brighton
City of Commerce City
City of Federal Heights
City of Northglenn
City of Sheridan
City of Thornton
City of Westminster
Fremont County
Jefferson County
Larimer County
Mesa County
Teller County
Town of Hudson
Tri-County Health Department

and other interested Colorado cities, counties and entities

Dated: September 11, 2019

4842-5359-5557, v. 1

EXHIBIT B

Reimbursable Costs

Federal Express/UPS/Local Courier, etc.
Postage Charges
Facsimile Charges
Long Distance
In-House Photocopying
Outside Photocopying
Hotels
Meals
Mileage
Air Travel
Deposition Costs
Lexis/Westlaw/Bloomberg
Witness and Expert Expenses
Court Fees
Service of Process Fees
Hearing and Trial Transcripts
Ground Transportation (Rental Car, Taxi)
Miscellaneous

Exhibit C

KELLROH-03 ABOWERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC P.O. Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Old Republic Insurance Company	24147
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Keller Rohrback, LLP
c/o Renee Griggs
1201 3rd Avenue, Ste. 3200
Seattle, WA 98101

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof Liability			287392950	6/1/2019	6/1/2020	Per Claim / Agg	5,000,000
B	XS Prof Liability			ORPRO42540	6/1/2019	6/1/2020	Per Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawyers Primary Professional Liability Deductible: $100,000 per claim

Excess Professional Liability Layer 3
Carrier: Argonaut Insurance Company
AM Best Rating: A XIV
Policy #: XPL4094911
Policy Term: 06/01/2019 - 06/01/2020
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Keller Rohrback, LLP
c/o Renee Griggs
1201 3rd Avenue, Suite 3200
Seattle, WA 98101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven Colson

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AGENCY CUSTOMER ID: KELLROH-03 ABOWERS

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hub International Northwest LLC	Keller Rohrback, LLP c/o Renee Griggs 1201 3rd Avenue, Ste. 3200 Seattle, WA 98101
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Limit: $5,000,000

Excess Professional Liability Layer 4
Carrier: QBE
AM Best Rating: A XV
Policy #: QPL0635821
Policy Term: 06/01/2019 - 06/01/2020
Limit: $5,000,000

EVIDENCE OF INSURANCE
Firm Retro Active Date: Full Prior Acts

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Council Agenda Summary

October 1, 2019

Agenda Item Number 24

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.

****There is a need to call a Special Meeting for the November 12, 2019 Council Transition meeting. If Council concurs, a motion is needed.**

Attachments
Council Meeting/Worksession Schedule
Council Meetings/Other Events Calendar

City Council Meeting Schedule

Current as of 9/25/2019

Date	Description	Staff Contact	
October 8, 2019 Worksession Meeting	My Greeley Campaign	Becky Safarik	0.50
	Water & Sewer Sanitary Survey Results Discussion	Sean Chambers	0.25
	Cyber Security and the City's Initiatives Pursuant to Maximizing Cyber Security	Scott Magerfleisch	TBA
	Possible Executive Session to update and instruct negotiators	Doug Marek	TBA
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
	Ordinance - Intro - Shops at Sunset Rezone	Brad Mueller	Consent
	Ordinance - Intro - Acquisition of Property (Poudre Trunk Sewer Line Extension)	Sean Chambers	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
	Ordinance - Final - Repeal Code Section 11.01.089 (Pedestrians in Medians)	Mark Jones	Regular
	Ordinance - Final - Code amendments related to Misuse of Wireless Devices While Driving	Mark Jones	Regular
	Energy Master Plan & Resolution for Adoption	Brad Mueller	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	Cancelled (at 09/17/2019 Council Meeting)		
November 12, 2019 Transition Meeting	Swearing in of new Council (Special Meeting)		
November 19, 2019 Council Meeting	Ordinance - Intro - Code Amendments related to Fireworks	Mark Jones	Consent
	Ordinance - Final - Shops at Sunset Rezone	Brad Mueller	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 - Bestway Rezone	Brad Mueller	Regular
	Ordinance - Final - Code Amendments 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	Cancelled (at 09/17/2019 Council Meeting)		
January 7, 2020 Council Meeting			
January 14, 2020 Worksession			
January 21, 2020 Council Meeting			
January 28, 2020 Worksession			
	Executive Session - Annual Review of the City Manager	Sharon McCabe	
February 4, 2020 Council Meeting			
February 11, 2020 Worksession			
	Executive Session - Annual Review of the City Attorney	Sharon McCabe	

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

1:00pm - 2:30pm Alan Yost Retirement Celebration (Bunkhouse, Island Grove Regional Park) - Council Master Calendar

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)

4:00pm - 8:00pm CML Fall District 2 Meeting (Pelican Lakes Golf and Country Club, 1600 Pelican Lakes Point, Windsor) - Council Master Calendar

6:00pm - MPO (Gates/Casseday)

Friday, October 4

6:30pm - 9:00pm RSVP Required: Greeley Arts Legacy Inaugural Legacy Hall of Fame Presentation (Hensel Phelps Theatre, Union Colony Civic Center) - Council Master Calendar

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

October 21, 2019 - October 27, 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 21

Tuesday, October 22

11:30am - 1:00pm RSVP Required: Community Foundation's Spread the Good Luncheon (Formerly known as the Profiles Luncheon) (Riverside Library and Cultural Center, 3700 Golden Street, Evans, CO) - Council Master Calendar

5:00pm - 6:00pm City Council Worksession (1001 11th Avenue)

Wednesday, October 23

Thursday, October 24

Friday, October 25

Saturday, October 26

Sunday, October 27

Council Agenda Summary

October 1, 2019

Agenda Item Number 25

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

October 1, 2019

Agenda Item Number 26

Title
Adjournment