

# Greeley City Council Agenda

## Regular Meeting

August 2, 2022; 6 p.m.

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

Zoom Webinar link: <https://greeleygov.zoom.us/j/91910136877>

### NOTICE:

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

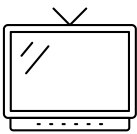
City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

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

### Watch Meetings:



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



Meetings are televised live on GTV8 on cable television.



Meetings are livestreamed on the City's website, [greeleygov.com](http://greeleygov.com) as well as YouTube at [youtube.com/CityofGreeley](http://youtube.com/CityofGreeley)

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

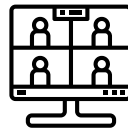
Meeting agendas, minutes, and archived videos are available on the City's meeting portal at [greeley-co.municodemeetings.com/](http://greeley-co.municodemeetings.com/)

### Comment in real time:

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



In person attendees can address the Council in the Chambers.

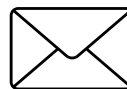


The public can join the Zoom webinar and comment from the remote meeting.

### Submit written comments:



Email comments about any item on the agenda to [cityclerk@greeleygov.com](mailto:cityclerk@greeleygov.com)



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





# City Council Agenda

August 02, 2022 at 6:00 PM

City Council Chambers, City Center South, 1001 11th Ave & via Zoom at <https://greeleygov.zoom.us/j/98241485414>

**Mayor**

John Gates

**Councilmembers**

Tommy Butler  
Ward I

Deb DeBoutez  
Ward II

Johnny Olson  
Ward III

Dale Hall  
Ward IV

Brett Payton  
At-Large

Ed Clark  
At-Large

A City Achieving  
Community Excellence

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

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

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**Consent Agenda**

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

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

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9. Consideration of a motion to accept the reports of the City Council Work Sessions for June 28, 2022 and July 12, 2022
10. Consideration of a motion to cancel the August 9, 2022 City Council Work Session
11. Consideration of a resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Greeley and Weld County regarding distribution of joint funding provided by the Bureau of Justice Assistance to the Greeley Police Department and Weld County Sheriff
12. Introduction, first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2022 and for funds held in reserve for encumbrances through December 31, 2021

- [13.](#) Introduction and first reading of an ordinance authorizing the disposition of City Property located at 28<sup>th</sup> Street and 19<sup>th</sup> Avenue
- [14.](#) Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) zone district for 2.11 acres of property located at 3115 35<sup>th</sup> Avenue (ZON2021-0017)

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**End of Consent Agenda**

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15. Pulled Consent Agenda Items
- [16.](#) Public hearing and second reading of an ordinance authorizing entry into an Intergovernmental Agreement regarding Bellvue Water Transmission Line Tap Transfers and Emergency Water Interconnect Operations with West Fort Collins Water District and divestment of City-Owned water rights represented by shares of capital stock in the North Poudre Irrigation Company
- [17.](#) Public hearing and final reading of an ordinance authorizing the sale of city-owned property located in SE<sup>1</sup>/<sub>4</sub> of Section 18, Township 6 North, Range 66 West of the 6<sup>th</sup> P.M. in Weld County, Colorado (Thayer)
- [18.](#) Public hearing and final reading of an ordinance amending Title 22, Buildings and Construction, relating to the adoption of the 2021 International Codes
- [19.](#) Public hearing to consider a rezone from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development) for approximately 43.42 acres, and second reading of an ordinance changing the official zoning map to reflect the same
- [20.](#) Public hearing to consider a request for approval of the Hope Springs PUD Plan for the property located north of 32<sup>nd</sup> Street and east of future 27<sup>th</sup> Avenue
- [21.](#) Appointment of applicants to the Water & Sewer Board
- [22.](#) Scheduling of Meetings, Other Events
23. 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 any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
24. Adjournment

# Council Agenda Summary

## Title

Recognitions and Proclamations

## Summary

Council Member Olson will present the *What's Great about Greeley Report*.

## Attachments

*What's Great about Greeley Report*



**City Council Meeting**  
**August 2, 2022**

*A Story Best Lived In.*

***In all ways, we will transmit  
this City not only, not less, but  
greater and more beautiful than  
it was transmitted to us.***

***- Athenian Oath***

# Aims Community College Automotive Students Win at SkillsUSA National Competition

- Jamie Frey – 1<sup>st</sup> Place Post-Secondary College Collision Damage Appraisal
- Angela Munoz – 1<sup>st</sup> Place Post-Secondary College Faciliton: Leadership in Facility Management Demonstration
- Jessie Manuel – 3<sup>rd</sup> Place Secondary High School Collision Damage Appraisal



# North Colorado Medical Center Banner Health Recognized for Work in Two Areas

- NCMC one of 350 hospitals on Newsweek list for Best Maternity Hospitals.
- NCMC received “Gold Plus Get with the Guidelines” Stroke Quality Achievement Award from American Heart Association.





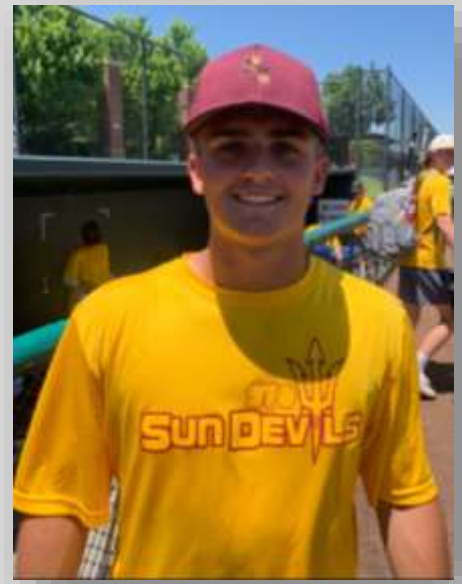
# University of Northern Colorado Athletes Lead in Academics

- NCAA Academic Progress Report: Perfect Scores in women's cross country, women's golf, and volleyball.
- College Swimming and Diving Coaches Association: Northern Colorado Scholar All-American Team.
- Volleyball earns AVCA Academic Award with 3.77 Team GPA.
- 146 student-athletes earned Academic All-conference honors for 2021-22 school year.



# University Bulldog Baseball Players Selected to All-State Teams

- Seniors Greg Garza and River Jackson Selected
- CHSAA 3A All-State First Team
- Colorado Dugout Club Coaches Association 3A All-State Baseball Team (Logan Getting also selected)



# Colorado Golf Hall of Famer Wins CGA Women's Senior Match Play

- Kim Eaton took first at the CGA Women's Senior Match Play Championship.
- 26<sup>th</sup> time winning the championships setting the record for most career wins.





*A Story Best Lived In.*

# Council Agenda Summary

## Title

Citizen Input

## Summary

During this 15 minute portion of the meeting, anyone may address the Council on any item of City Business appropriate for Council consideration that is not already listed as a public hearing on this evening's agenda.

As this meeting is being conducted in a hybrid format, citizen input will be accepted first from those in the City Council Chambers, and then from the virtual meeting audience via the meeting's webinar.

Written comments submitted for any item on the agenda will be placed in the public record and provided to the Council for their review and should include the name and city of residence of the person submitting the comments for the record.

# Council Agenda Summary

## Title

Reports from Mayor and Councilmembers

## Summary

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

# Council Agenda Summary

## Title

Initiatives from Mayor and Councilmembers

## Summary

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

Initiatives will generally fall into three categories:

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

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

## Attachments

Status Report of Council Initiatives and Related Information

## Greeley City Council

### Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
15-2021	Olson	Formation of a committee for implementation of a funding strategy for the 35 <sup>th</sup> and 47 <sup>th</sup> interchanges.	December 7, 2021 Council Meeting	Council Member Olson will be following up with Manager Lee and Director Trombino on next steps <b>On Hold pending outcome of grant application.</b>	Paul Trombino
05-2022	Butler/ DeBoutez	Request a Housing Affordability update. Prepare a baseline on where Greeley stands on housing costs; new versus rentals, and where Greeley stands in the housing market	April 19, 2022 Council Meeting and June 14, 2022 Work Session	Requested Economic Health and Housing provide a report on housing affordability within the City of Greeley including data on costs associated with proposed homeless housing projects.	Ben Snow/ Heather Balsler
07-2022	DeBoutez	Compile and update list of existing projects, programs and facilities that fit within the sustainability model. .	May 17, 2022 Council Meeting	Identify areas to update and improve the sustainability model and explore securing resources to grow this effort.	Heather Balsler
08-2022	Olson	Front Range Passenger Rail District – Council needs to ask the question whether we should be paying into a transportation district that is in Loveland and Fort Collins and doesn't come to the Greeley area.	June 7, 2022 Council Meeting	Would like a presentation on how the rail aligns with the City of Greeley. <b>Waiting on update from Council Member Olson.</b>	Paul Trombino
09-2022	Butler	Review traffic and safety surrounding 15 acre open area between 71 <sup>st</sup> Avenue and 8 <sup>th</sup> Street	June 7, 2022 Council Meeting	Requested that Public Works review the traffic and to improve safety in this congested area. <b>Waiting on information from District 6.</b>	Paul Trombino



<b>Initiative No.</b>	<b>Council Member Initiating</b>	<b>Council Request</b>	<b>Council Meeting or Work Session Date Requested</b>	<b>Status or Disposition</b> (After completion, item is shown one time as completed and then removed.)	<b>Assigned to:</b>
10-2022	Butler	Review costs and strategies to live stream Planning Commission and Water Board meetings for public and Council members	June 7, 2022 Council Meeting	Asked staff to investigate the cost of live streaming Planning Commission and Water and Sewer Board meetings and return to Council with findings	Kelli Johnson

# Council Agenda Summary

**Title:**

Consideration of a motion to accept the reports of the City Council Work Sessions for June 28, 2022 and July 12, 2022

**Summary:**

City Council Work Sessions were held in the City Council's Chambers on June 28, 2022 and July 12, 2022. The draft reports of those work sessions have been prepared for the Council's review and acceptance.

**Decision Options:**

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

**Council's Recommended Action:**

A motion to accept the reports as presented.

**Attachments:**

- Draft Report of June 28, 2022
- Draft Report of July 12, 2022

City of Greeley, Colorado  
**CITY COUNCIL WORK SESSION REPORT**  
June 28, 2022

1. **Call to Order**  
Mayor Gates called the meeting to order at 6:00 p.m.
2. **Pledge of Allegiance**  
Mayor Gates led the Pledge of Allegiance.
3. **Roll Call**  
City Clerk Heidi Leatherwood called the roll.

**Present:**

Mayor Gates  
Councilmember Butler  
Councilmember Deboutez  
Councilmember Hall  
Mayor Pro Tem Payton  
Councilmember Clark  
Councilmember Olson

4. **Reports from Mayor and Council Members**  
Councilmembers
  - spoke about the upcoming Colorado Municipal League (CML) Conference, July 8—9,
  - requested that staff investigate the possibility of a CoResponder/Crisis Unit person within the Police Department,
  - thanked the Stampede staff for the successful 100<sup>th</sup> Anniversary Celebration, and
  - congratulated Councilmember Hall as the new President of CML.
5. **COVID-19 Update**  
Interim Emergency Manager Charles McCartin and Fire Chief Brian Kuznik introduced the update at 6:08 p.m.  
  
The update included Covid-19 statistical information including (a) positivity rates are up from 3 cases last month to 18 active cases at the hospital; and (b) Weld County rates are up slightly.
6. **2021 Annual Financial Report Briefing and Preparation for 2023 Budget Development**  
Finance Director John Karner introduced the report and shared a presentation. City revenues have returned to pre-pandemic levels, but there are early indications of economic slowdown. The City will continue to prioritize investments that are critical to Greeley's long-term success.

7. **2023-2025 Strategic Plan Update**

City Manager Raymond Lee introduced the update at 6:25 p.m. and members from the executive team, Deputy City Manager Becky Safarik, Fire Chief Brian Kuznik, Economic Health and Housing Director Ben Snow, Water and Sewer Director Sean Chambers and Chief Information Officer Bret Naber addressed separate components of the Strategic Plan (Community Vitality, Housing for All, Quality of Life Amenities, Safe and Secure Communities, Infrastructure and Mobility, Business Growth, and High Performance Government). There will be a digital version of the plan online for viewing.

8. **Scheduling of Meetings, Other Events**

None.

9. **Executive Session**

Consideration of a motion to go into Executive Session to Request and Receive Legal Advice from the City Attorney Regarding Anticipated and Pending Claims Against the City

Councilmember Butler moved to go into an Executive Session for a conferral with the City Attorney, to request and receive legal advice regarding anticipated and pending claims against the City, pursuant to C.R.S. 24-6-402(4)(b) and Greeley Municipal Code 2-151(a)(2). Mayor Pro Tem Payton seconded the motion. The motion passed 7-0 at 6:53 p.m.

Council will not return to the Work Session but will conclude the meeting with the adjournment of the Executive Session.

10. **Adjournment**

Mayor Gates adjourned the work session at 6:53 p.m.

The Executive Session began at 7:00 p.m. and the audio recording started. Mayor Pro Tem Brett Payton presided. Mayor Gates was not present, but all other members of the City Council were present.

At 7:10 p.m., City Attorney Doug Marek issued an opinion that the discussion to follow was attorney-client privileged communication. Mayor Pro Tem Brett Payton authorized the recording to stop until the privileged portion of discussion ended.

At 7:53 p.m., City Attorney Doug Marek concluded the attorney-client privileged discussion, and the recording resumed. Mayor Pro Tem Payton announced that the Executive Session was finished.

The Executive Session was adjourned at 7:53 p.m.

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John D. Gates, Mayor

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Heidi Leatherwood, City Clerk

City of Greeley, Colorado  
**CITY COUNCIL WORK SESSION REPORT**  
July 12, 2022

**1. Call to Order**

Mayor John Gates called the meeting to order at 6:01 p.m.

**2. Pledge of Allegiance**

Mayor Gates led the Pledge of Allegiance.

**3. Roll Call**

City Clerk Heidi Leatherwood called the roll.

**Present:**

Mayor John Gates  
Council Member Tommy Butler  
Council Member Deb DeBoutez  
Councilmember Brett Payton  
Council Member Ed Clark (attending remotely)  
Council Member Johnny Olson  
Council Member Dale Hall

**4. Reports from Mayor and Council Members**

Councilmember Hall thanked staff and councilmembers for attending the CML Retreat.  
Councilmember Olson thanked Public Works Director Paul Trombino for the merge grant presentation to the US 34 Coalition.  
Mayor Gates gave an update on the Opioid settlement with more information to come.

**5. LinkNoCo Project Update and Discussion**

Public Works Director Paul Trombino, and Deputy Public Works Director, Will Jones introduced the item at 6:08 p.m.

Transportation Planner/Mobility Coordinator of North Front Range Metropolitan Planning Organization (NFRMPO) Alex Gordon shared the presentation. The NFRMPO Council approved the scope of work in February 2020.

The three prioritized corridors were: US 34, Loveland to Greeley, Loveland to Windsor and Greeley to Ft Collins GWRR. The next steps included the governance discussion to move forward, financing and funding discussions, phasing improvements, Level 2 Analysis models and additional outreach discussion.

**6. 16th Street Enhancement Project Update and Discussion**

Public Works Director Paul Trombino introduced the item at 6:26 p.m. and spoke about the existing conditions and safety issues of this project corridor. Project goals include traffic calming, improving pedestrian safety, revitalizing aesthetics, maintaining parking, and enhancing connection between the University of Northern Colorado (UNC) and Downtown Greeley.

Options:

1. Diagonal Parking with Roundabouts
2. Center Parking with Signals
3. Center Parking with Roundabouts

The preferred design option was Option 3, due to improved pedestrian experience, safety and traffic calming, revitalized corridor for businesses, lower cost estimate than Option 2 and, 25% more on-street parking than Option 2.

Then next steps include the final design completed in 2022/2023 and construction to begin in 2024.

DDA Executive Director Bianca Fisher, spoke about strengthening relationships with UNC and how public improvements help development connect with the campus and downtown area.

Councilmembers asked about additional lighting and landscaping, if Emergency vehicles can navigate the roundabouts, adding techniques to slow traffic speeds and the timeline for completion after construction starts.

## **7. “Speak Up Greeley” Community Engagement Platform**

Public Participation and Engagement Manager Samantha Haas introduced the item at 6:44 p.m.

Speak Up Greeley is an online community engagement platform.

It will provide value for the community in making it easier for people to share and participate in decision making through the IAP2 Spectrum of Public participation. This form of participation includes “Inform, Consult, Involve, Collaborate and Empower.”

Benefits include civic participation leads to better governance, online public engagement builds social capital, better trust with the community, increased overall participation, improved government transparency, and the reduction of misinformation.

Link: [speakupgreeley.com](https://speakupgreeley.com)

Councilmembers asked about the registration component of the platform and expressed interest about the project.

Chief of Staff/ Interim Communications and Engagement Director Kelli Johnson indicated that this platform was not meant to replace the in-person engagement.

**8. Scheduling of Meetings, Other Events**

None.

**9. Adjournment**

Mayor Gates adjourned the meeting at 6:58 p.m.

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John D. Gates, Mayor

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Heidi Leatherwood, City Clerk



# Council Agenda Summary

**Title:**

Consideration of a motion to cancel the August 9, 2022 City Council Work Session

**Summary:**

There are no work session items for this meeting.

**Decision Options:**

1. To approve the motion.
2. Amend the motion and approve as amended.

**Council's Recommended Action:**

A motion to approve the motion to cancel the August 9, 2022, City Council Work Session.

**Attachments:**

None.

# Council Agenda Summary

August 2, 2022

Key Staff Contact: Adam Turk, Police Chief, 970-351-5381

**Title:**

Consideration of a resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Greeley and Weld County regarding distribution of joint funding provided by the Bureau of Justice Assistance to the Greeley Police Department and Weld County Sheriff

**Summary:**

The Memorandum of Understanding is between Weld County and the City of Greeley for the division of funds that has been pre-determined and provided by the Bureau of Justice Assistance for each agency's designated program.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$38,460
What is the annual impact?	Unknown
What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	Grant
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	No
Is this grant onetime or ongoing?	One time
Additional Comments:	Approval of a Memorandum of Understanding is a requirement to receive the grant funds of \$53,289 (\$38,460 for the City of Greeley and \$14,829 for Weld County).

**Legal Issues:**

None

**Other Issues and Considerations:**

None

**Strategic Work Program Item or 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) Introduce the resolution as presented; or
- 2) Amend the resolution and introduce 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  
Memorandum of Understanding  
Certifications and Assurances

**THE CITY OF GREELEY, COLORADO  
RESOLUTION 23, 2022**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GREELEY AND WELD COUNTY REGARDING DISTRIBUTION OF JOINT FUNDING PROVIDED BY THE BUREAU OF JUSTICE ASSISTANCE TO THE GREELEY POLICE DEPARTMENT AND WELD COUNTY SHERIFF**

WHEREAS, the City of Greeley's Police Department and the Weld County Sheriff's Office desire to enter into a Memorandum of Understanding regarding the Bureau of Justice Assistance joint funding in the amount of \$53,289 and

WHEREAS, both parties acknowledge that their needs and use for the funds are different, and the Greeley Police Department and the Weld County Sheriff's Office are each willing to cooperate in this matter under terms and conditions set forth in the Memorandum of Understanding; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley to enter into this agreement between the Greeley Police Department and the Weld County Sheriff's Office.

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

Section 1. That the Mayor of the City of Greeley, Colorado, is authorized to execute a Memorandum of Understanding between and the City of Greeley, Colorado and Weld County Board of County Commissioners for the receipt of grant funds.

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

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

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**ATTEST:**

**THE CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made this 20<sup>th</sup> day of July, 2022, by and between THE CITY OF GREELEY, COLORADO and THE WELD COUNTY BOARD OF COUNTY COMMISSIONERS, COUNTY OF WELD, COLORADO.

WHEREAS, the Bureau of Justice Assistance has provided joint funding that is available to both the City of Greeley and Weld County; and

WHEREAS, the funding that is being provided by the Bureau of Justice Assistance is in the total amount of \$53,289; and

WHEREAS, the City of Greeley Police Department will be the Fiscal Agent for the grant and will initially receive the total grant award of \$53,289; will remit the amount of \$14,829 to Weld County as the Sheriff's Office portion of the grant award; and, will retain the amount of \$38,460 as the City of Greeley Police Department's portion of the award.

WHEREAS, as with previous funding, both agencies have determined that they have different needs and uses for the funds being made available; and

WHEREAS, this Memorandum of Understanding provides for the division of funds being made available; and

WHEREAS, the parties wish to reduce their understanding to writing.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1) Upon receipt of the total funding amount of \$53,289, the Greeley Police Department (Fiscal Agent) will pay the sum of \$14,829 to the Weld County Sheriff's Office as and for the Weld County's portion of the Edward Byrne Memorial Justice Assistance Grant (JAG) formula program.

2) The remaining sum in the amount of \$38,460 will be retained by the City of Greeley as and for the Greeley Police Department's portion Edward Byrne Memorial Justice Assistance Grant (JAG) formula program.

3) The financial reporting to the Bureau of Justice Assistance will be maintained by the Greeley Police Department (Fiscal Agent) with each party maintaining a financial and operational record of their respective portions of the program and in compliance with the Federal Financial Guide, the parameters of the grant and any special conditions as noted in the SOGA award. The

Weld County Sheriff's Office shall transmit said records to the Greeley Police Department upon request by the Department.

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

THE CITY OF GREELEY, COLORADO

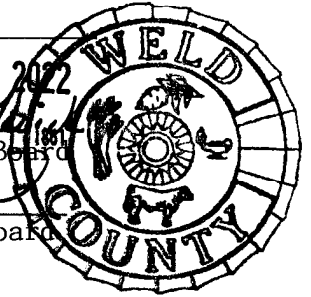
WELD COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Mayor

By: [Signature]  
Chairman,  
Scott E. James

ATTEST:  
\_\_\_\_\_  
City Clerk

ATTEST: [Signature] JUL 20 2022  
Weld County Clerk to the Board  
BY: [Signature]  
Deputy Clerk to the Board



Approved as to Substance:

Approved as to Legal Form:

By: \_\_\_\_\_  
City Manager

By: [Signature]  
County Attorney

Approved as to Legal Form:

By: \_\_\_\_\_  
City Attorney

Recommended:

Approved as to Finance:

By: [Signature]  
Sheriff  
Weld County Sheriff's Office

By: \_\_\_\_\_  
Director of Finance

Recommended:

By: \_\_\_\_\_  
Chief of Police  
Greeley Police Department

**Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**

- 1. Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
  
- 2. Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
  
- 3. If yes to either:
  - Please provide a copy of each law or policy;
  - Please describe each practice; and
  - Please explain how the law, policy, or practice complies with section 1373.

**Karin McDougal** Digitally signed by Karin McDougal  
Date: 2022.07.11 16:05:22 -06'00'

**Signature of Chief Legal Officer of the Jurisdiction**

Karin McDougal

**Printed Name of Chief Legal Officer**

07/11/2022

**Date**

Assistant Weld County Attorney

**Title of Chief Legal Officer**

Weld County Sheriff's Office

**Name of Applicant Government Entity**

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality’s application for an award under the FY 2022 Edward Byrne Justice Assistance Grant (“JAG”) Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs (“OJP”), U.S. Department of Justice (“USDOJ”), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government



# Council Agenda Summary

August 2, 2022

Key Staff Contact: John Karner, Finance Director, 350-9732

**Title:**

Introduction, first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2022 and for funds held in reserve for encumbrances through December 31, 2021

**Summary:**

This is the third supplemental appropriation ordinance modifying the 2022 budget. This appropriation ensures that existing commitments in progress at 2021 year-end can be completed in 2022, designates funds for additional commitments, and appropriates new grants that have been awarded.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes										
If yes, what is the initial, or, onetime impact?	\$2,901,905										
What is the annual impact?	\$2,901,405										
What fund of the City will provide Funding?	See Ordinance										
What is the source of revenue within the fund?	Fund Balance, Grants, Expense Reimbursement, Registration Fees, & Franchise Fees.										
Is there grant funding for this item?	Yes										
If yes, does this grant require a match?	Yes, Items 1 & 12										
Is this grant onetime or ongoing?	Onetime										
Additional Comments:	<p>Total appropriations made by this ordinance, excluding transfers, are \$2,901,905. The following funding sources will be used to cover the appropriations made by this ordinance.</p> <table border="1"> <thead> <tr> <th></th> <th>Total</th> </tr> </thead> <tbody> <tr> <td><b>Fund Balance: Operating</b></td> <td>\$ 1,147,221</td> </tr> <tr> <td><b>Fund Balance: Capital</b></td> <td>623,193</td> </tr> <tr> <td><b>New Resources</b></td> <td>1,131,491</td> </tr> <tr> <td><b>Total (Excluding Transfers)</b></td> <td><b>\$ 2,901,905</b></td> </tr> </tbody> </table>		Total	<b>Fund Balance: Operating</b>	\$ 1,147,221	<b>Fund Balance: Capital</b>	623,193	<b>New Resources</b>	1,131,491	<b>Total (Excluding Transfers)</b>	<b>\$ 2,901,905</b>
	Total										
<b>Fund Balance: Operating</b>	\$ 1,147,221										
<b>Fund Balance: Capital</b>	623,193										
<b>New Resources</b>	1,131,491										
<b>Total (Excluding Transfers)</b>	<b>\$ 2,901,905</b>										

**Legal Issues:**

City Charter prohibits actual expenditures from exceeding appropriations at the fund level. This ordinance will ensure that this does not occur.

**Other Issues and Considerations:**

**Strategic Work Program Item or 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 second reading for August 16, 2022.

**Attachments:**

Ordinance  
Detail Supporting Schedule  
PowerPoint Presentation

**THE CITY OF GREELEY  
ORDINANCE NO. 29, 2022**

AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL YEAR OF 2022 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT DECEMBER 31, 2021.

**WHEREAS**, the City of Greeley has or will incur expenses for certain activities described below during the 2022 fiscal year, and

**WHEREAS**, the revenues received in the City of Greeley in 2021, exceeded the amount of revenues estimated in the 2021 Budget by more than the total amount of the expenditures in the same year;

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

**Section 1.** In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2022 budget and amounts held in fund balance reserves from 2021, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2022:

<b>Fund</b>	<b>Amount</b>	<b>Transfers</b>	<b>Total</b>
100 GENERAL FUND	\$ 522,500	\$ 1,100,000	\$ 1,622,500
105 CONSERVATION TRUST FUND	-	25,000	25,000
113 EQUITABLE SHARING FUND	-	37,500	37,500
122 CABLE FRANCHISE PEG FUNDS	12,221	-	12,221
301 PUBLIC IMPROVEMENT	203,190	-	203,190
303 PUBLIC ART	70,000	-	70,000
304 FOOD TAX	300,000	-	300,000
305 SOFTBALL IMPROVEMENT	52,061	-	52,061
320 FASTER	160,000	-	160,000
413 SEWER CAPITAL REPLACEMENT	300,000	-	300,000
421 WATER OPERATIONS	481,933	-	481,933
511 EQUIPMENT MAINTENANCE OPERATIONS	800,000	-	800,000
<b>Grand Total</b>	<b>2,901,905</b>	<b>1,162,500</b>	<b>4,064,405</b>

**Section 2.** All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the officers, agents and employees of the City in connection with this appropriation are hereby ratified, approved and confirmed.

**Section 3.** This Ordinance shall become effective five (5) days after its final publication as is provided by Section 3-16 of the Greeley Charter,

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**ATTEST:**

**THE CITY OF GREELEY**

\_\_\_\_\_  
**City Clerk**

**BY** \_\_\_\_\_  
**Mayor**



## City of Greeley 2022 Appropriation - 3 City Council Meetings: August 2nd & 16th

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
<b>100 - GENERAL FUND</b>						
1	Grant / Fund Balance	In January, the Department of Local Affairs awarded the City of Greeley a grant for \$187,500 to promote the development of innovative affordable housing. City officials will use the grant to conduct a city-wide housing needs assessment and develop a sub-area plan. The sub-area plan will provide potential affordable housing development options for a small, localized area in the community. The goal of the assessment is to increase affordable housing. Following the sub-area plan will allow affordable housing contractors and developers to receive expedited development review and reduced development review fees. The city's Long-Range Planning and Neighborhood Services Team will manage the project. The City's matching portion totals \$62,500.	62,500	187,500	250,000	-
2	Operating Transfer: CONSERVATION TRUST FUND	Since 2019, the City has had a contract with the statewide non-profit Volunteers for Outdoor Colorado (VOC) to host the Volunteer Partnership Coordinator (VPC) position within the City. This partnership has been a great success over the past three years for both the City and the Weld County region. The VPC leads all-volunteer management responsibilities for the Natural Areas & Trails (NAT) division of CPRD. The VPC, housed in the NAT office, also serves as a countywide resource to provide volunteer management support for several regional entities for outdoor volunteer management projects and events.	-	25,000	25,000	-
3	Fund Balance	The City of Greeley Police Department set aside \$400,000 for the replacement of the Spillman software that is used by Weld County dispatch in 2021. This request is to move the remaining funds from 2021 to 2022 to complete the transition to the Central Square software.	210,000	-	210,000	-
4	Operating Transfer: EQUITABLE SHARING FUND	The Police Department would like to initiate a less-lethal program in our Patrol Division as an additional tool for our officers when attempting to deescalate situations in which suspects are armed and resisting arrest. This equipment provides our officers with another less-lethal option to resolve incidents that present a threat to community members. Funding of this request allows for greater assessment and decision-making, which ultimately provides greater safety for citizens and a reduced chance of serious injury.	-	37,500	37,500	-
<b>100 - GENERAL FUND</b>			<b>272,500</b>	<b>250,000</b>	<b>522,500</b>	<b>-</b>
<b>122 - CABLE FRANCHISE PEG FUNDS</b>						
5	Fund Balance	As the demand for video content continues to grow, portable, durable, and flexible photography and video equipment are required. This equipment will allow us to film a wide variety of activities and subjects on the go and produce more videos that align with brand image. Funding will be used for items such as an on-site portable teleprompter along with allowing for modifications to the council hybrid setup. These funds will cover the purchase, programming, and installation of AV equipment needed in Council Chambers Overflow. Funding for this expenditure is available through Cable Franchise Public, Educational, and Governmental (PEG) Fees.	12,221	-	12,221	-
<b>122 - CABLE FRANCHISE PEG FUNDS</b>			<b>12,221</b>	<b>-</b>	<b>12,221</b>	<b>-</b>
<b>301 - PUBLIC IMPROVEMENT</b>						
6	Refund of Expenditures	This request is to appropriate additional funding received from the Greeley Urban Renewal Authority (GURA) for New Sidewalk Installation.	-	203,190	203,190	-
<b>301 - PUBLIC IMPROVEMENT</b>			<b>-</b>	<b>203,190</b>	<b>203,190</b>	<b>-</b>
<b>303 - PUBLIC ART</b>						
7	Fund Balance	As part of the 100th anniversary of the Greeley Stampede, the City of Greeley's Public Art program created murals for the Island Grove Arena. This request is to provide funding that currently exists within the Public Art Fund to cover these expenditures.	70,000	-	70,000	-
<b>303 - PUBLIC ART</b>			<b>70,000</b>	<b>-</b>	<b>70,000</b>	<b>-</b>
<b>304 - FOOD TAX</b>						
8	Operating Transfer: GENERAL FUND	Following feedback and community input about the Bittersweet Park irrigation and landscape updates, Greeley City Council came to a consensus to make additional modifications. Council directed City staff to convert the areas surrounding the Weld County Veterans and Fallen Officers memorials, approximately 5.6 acres, back to bluegrass. The conversion will allow better access to the sites for annual events and improve aesthetics along 35th Avenue.	-	300,000	300,000	-
<b>304 - FOOD TAX</b>			<b>-</b>	<b>300,000</b>	<b>300,000</b>	<b>-</b>

Fund	Item No. 12.	Description	Fund Balance	Revenue	Expenditures	Net Impact
<b>305 - SOFTBALL IMPROVEMENT</b>						
9	Registration Fees / Fund Balance	This request is to cover expenses incurred to enhance the gates for eight dugouts to support player and spectator safety. Additional funding is requested to purchase replacement field amenities for both player safety and field aesthetics. This includes five sets of new bases, four new home plates, and four new pitching rubbers. Tournament fees generated from Twin Rivers Softball Complex rentals will be used to support this request.  Additionally, four scoreboards will be replaced at Twin Rivers Softball Complex. The current scoreboards were installed when the complex was constructed in 2005. They are no longer functioning properly and require replacement.	45,000	7,061	52,061	-
<b>305 - SOFTBALL IMPROVEMENT</b>			45,000	7,061	52,061	-
<b>320 - FASTER</b>						
10	Fund Balance	The approval of this funding will facilitate the construction of a new fence in key locations along the Union Pacific Rail Line that will meet the improved safety components outlined during the Council Worksession presentation on March 8th, 2022. Additionally, fencing will be added in a key location along Highway 34 and 17th Avenue to fill a fencing gap that currently exists and will improve pedestrian safety.	160,000	-	160,000	-
<b>320 - FASTER</b>			160,000	-	160,000	-
<b>413 - SEWER CAPITAL REPLACEMENT</b>						
11	Fund Balance	This request is to accelerate the replacement of the video inspection van for the wastewater collection team. Due to excessive maintenance needs for this unit replacement is necessary. This unit is critical to the maintenance and inspection of the wastewater collection system. This request will also fund equipment associated with the vehicle including the generator, the computer system, the cameras and controllers, the A/C unit for the office space, and the winch for the video cable.	300,000	-	300,000	-
<b>413 - SEWER CAPITAL REPLACEMENT</b>			300,000	-	300,000	-
<b>421 - WATER OPERATIONS</b>						
12	Grant / Fund Balance	The Cameron Peak Fire, which began on August 13th, 2020, and was not fully contained until December 2020, is a natural disaster that was not anticipated. The fire burned over 208,000 acres of Greeley's Poudre River watershed where half of Greeley's water supplies are diverted. Watershed mitigation activities will include the installation of sediment basins at Chambers, Barnes, Comanche, Hourglass, and Peterson reservoirs, as well as wattles and log jam debris prevention structures on several slopes throughout the burn area to minimize erosion. Additionally, aerial mulching will be required on as many acres as possible to minimize erosion and sedimentation impacts. In June 2022 another \$385,547 was provided by the Natural Resources Conservation Services Emergency Watershed Protection Program (NRCS EWP) requiring a 20% cost match for point mitigation which will be used to protect Greeley's water supply as well as life and property in high flood risk areas of the Poudre Canyon. The 20% local match will be paid 50% by the City of Greeley, and the rest funded by local partners.	48,193	433,740	481,933	-
<b>421 - WATER OPERATIONS</b>			48,193	433,740	481,933	-
<b>511 - EQUIPMENT MAINTENANCE OPERATIONS</b>						
13	Operating Transfer: GENERAL FUND	Funding is being appropriated in the current fiscal year to cover significant increases in fuel costs for City vehicles.	-	800,000	800,000	-
<b>511 - EQUIPMENT MAINTENANCE OPERATIONS</b>			-	800,000	800,000	-
<b>TOTAL (Less Additional Operating Expenditures Between Funds)</b>			<b>907,914</b>	<b>1,993,991</b>	<b>2,901,905</b>	<b>-</b>
<b>OPERATING TRANSFERS</b>						
2	Fund Balance	Volunteers for Outdoor Colorado Partnership Support Operating Transfer of Fund Balance CONSERVATION TRUST FUND to GENERAL FUND	25,000	-	25,000	-
4	Fund Balance	Police Equipment Operating Transfer of Fund Balance EQUITABLE SHARING FUND to GENERAL FUND	37,500	-	37,500	-
8	Fund Balance	Bittersweet Park Operating Transfer of Fund Balance GENERAL FUND to FOOD TAX	300,000	-	300,000	-
13	Fund Balance	City Fleet Fuel Operating Transfer of Fund Balance GENERAL FUND to EQUIPMENT MAINTENANCE OPERATIONS	800,000	-	800,000	-
<b>TOTAL ADDITIONAL OPERATING EXPENDITURES BETWEEN FUNDS</b>			<b>1,162,500</b>	<b>-</b>	<b>1,162,500</b>	<b>-</b>
<b>GRAND TOTAL</b>			<b>2,070,414</b>	<b>1,993,991</b>	<b>4,064,405</b>	<b>-</b>

**City Council Meetings**  
**August 2<sup>nd</sup> & 16<sup>th</sup>**

**2022**  
**3<sup>rd</sup> Appropriation**



# Third Appropriation - 2022

- Allocation of Revenues and Expenditures
- Ensures Completion of Projects & Commitments
- Records Grants & Received Revenues
- Amount: \$2,901,905 Expenditures
  - (+ \$1,162,500 in Transfers Across Funds)

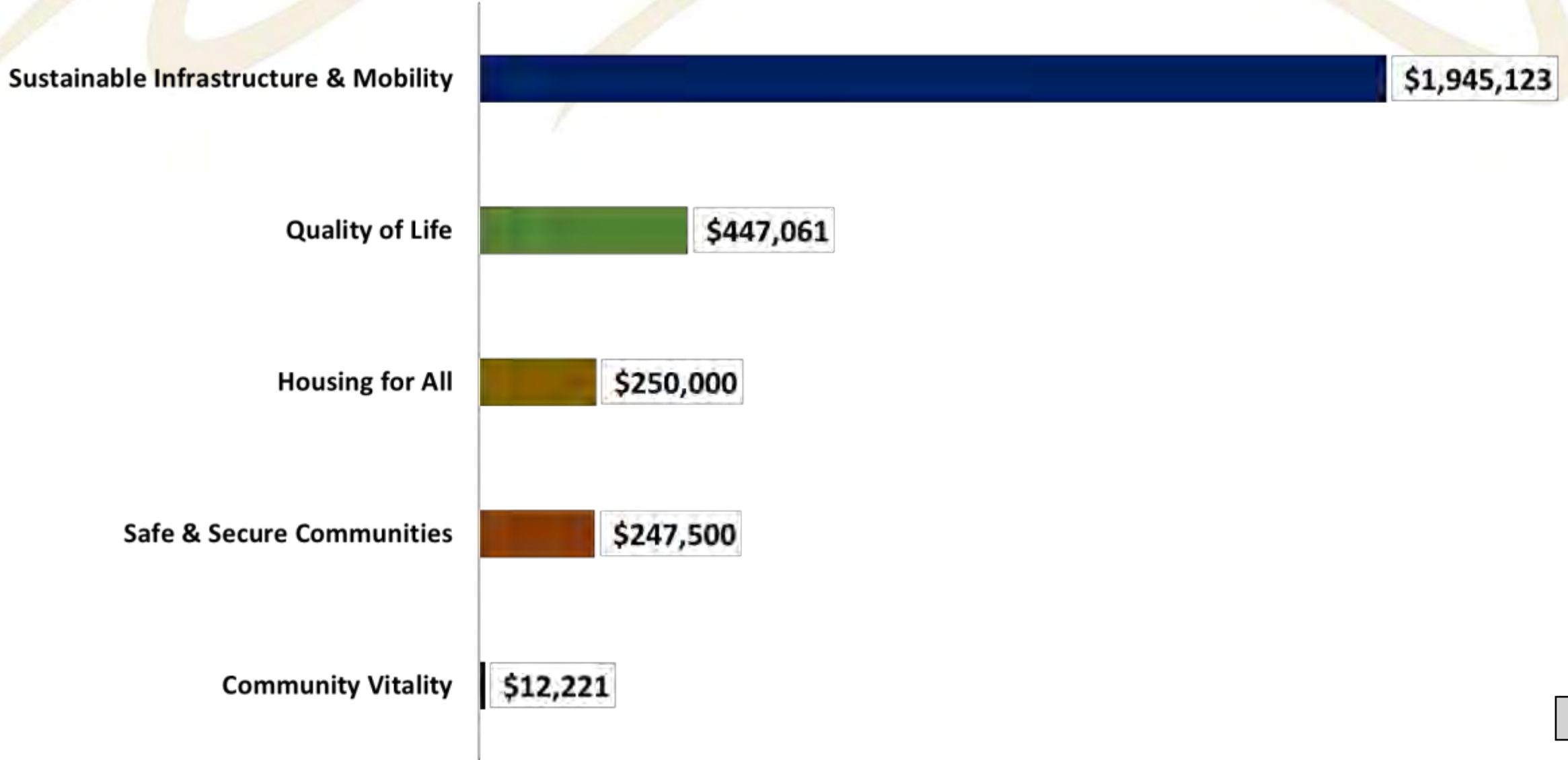




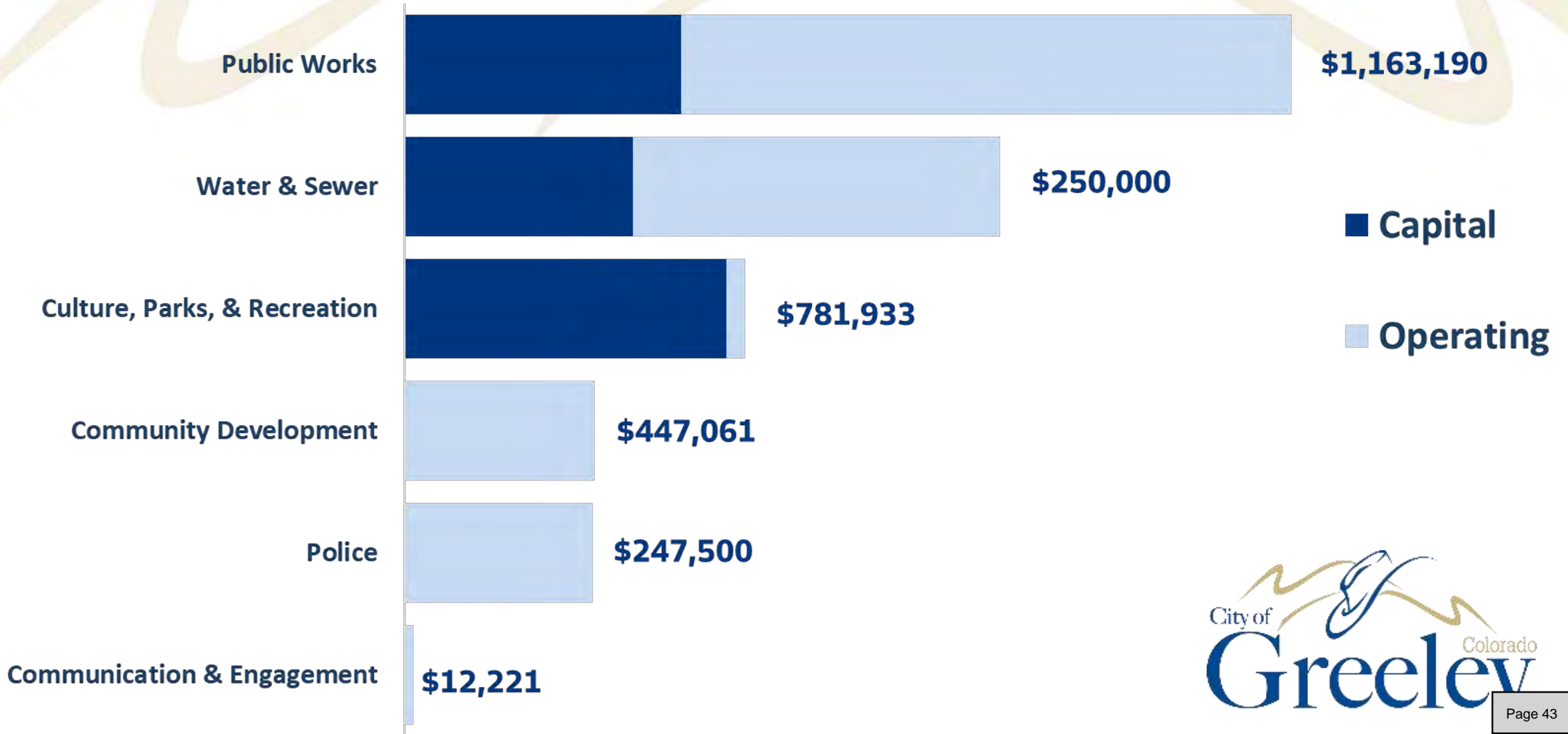
# City Council Priorities



# City Council Priorities

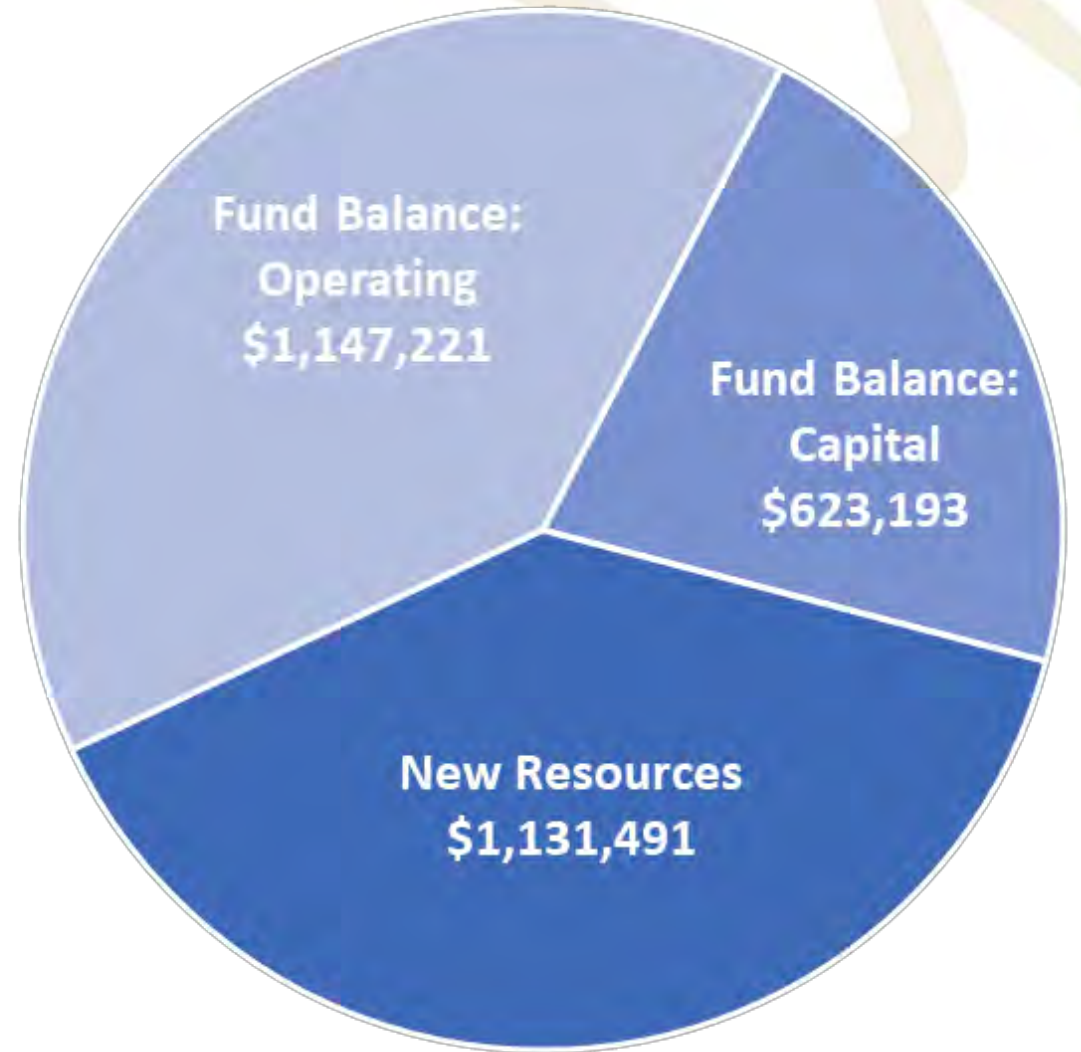


# Department Allocation





# Funding Source


	<b>Total</b>
<b>Fund Balance: Operating</b>	\$ 1,147,221
<b>Fund Balance: Capital</b>	623,193
<b>New Resources</b>	1,131,491
<b>Total (Excluding Transfers)</b>	<b>\$ 2,901,905</b>
<b>Operating Transfers</b>	1,162,500
<b>Total Appropriation</b>	<b>\$ 4,064,405</b>



# New Resources Highlights

NEW REVENUES		Amount
Additional Operating Request(s)		
	<b>Cameron Peak Fire</b> [421 - WATER OPERATIONS]	\$433,740
	<b>Housing Needs Assessment</b> [100 - GENERAL FUND]	187,500







NEW REVENUES		Amount
Additional Capital Request(s)		
	<b>Sidewalks</b> [301 - PUBLIC IMPROVEMENT]	\$203,190



**COLORADO**  
Department of Local Affairs



# Operating Highlights



Fund Balance	Amount
<b>Additional Operating Request(s)</b>	
 <b>City Fleet Fuel</b> [511 - EQUIPMENT MAINTENANCE OPERATIONS]	\$800,000
 <b>Dispatch Software Implementation</b> [100 - GENERAL FUND]	210,000
 <b>Cameron Peak Fire</b> [421 - WATER OPERATIONS]	48,193
 <b>Department of Local Affairs (DOLA) -            Housing Needs Assessment</b> [100 - GENERAL FUND]	62,500



**COLORADO**  
 Department of Local Affairs









# Capital Highlights

Fund Balance	Amount
<b>Additional Capital Request(s)</b>	
 <b>Bittersweet Park</b> [304 - FOOD TAX]	\$300,000
 <b>Union Pacific Railroad Line Fencing</b> [320 - FASTER]	160,000



# Other Funding Request

Fund Balance		Amount
Additional Operating Request(s)		
	<b>Police Equipment</b> [113 - EQUITABLE SHARING FUND]	\$37,500
	<b>Volunteers for Outdoor Colorado Partnership Support</b> [105 - CONSERVATION TRUST FUND]	25,000
	<b>GTV8 Specialized Equipment</b> [122 - CABLE FRANCHISE PEG FUNDS]	12,221

Fund Balance		Amount
Additional Capital Request(s)		
	<b>Sewer Collection Van</b> [413 - SEWER CAPITAL REPLACEMENT]	\$300,000
	<b>Island Grove Arena Murals</b> [303 - PUBLIC ART]	70,000
	<b>Softball Field Dugout Gates &amp; Supplies</b> [305 - SOFTBALL IMPROVEMENT]	45,000

NEW REVENUES		Amount
Additional Capital Request(s)		
	<b>Softball Field Dugout Gates &amp; Supplies</b> [305 - SOFTBALL IMPROVEMENT]	\$7,061





Item No. 12.



# Questions



# Council Agenda Summary

August 2, 2022

Key Staff Contact: Lindsay Kuntz, Assistant to the City Manager, 970-590-9350

**Title:**

Introduction and first reading of an ordinance authorizing the disposition of City Property located at 28<sup>th</sup> Street and 19<sup>th</sup> Avenue

**Summary:**

The City owns a vacant .38-acre parcel of real property generally located west of 19<sup>th</sup> Avenue on 28<sup>th</sup> Street ("Property"). In 1962, the Property was dedicated to the City on the Hillside 2<sup>nd</sup> Addition Subdivision plat which identified the Property as "park." Nevertheless, since the dedication, the Property has been maintained by the owners of the apartment complex located on either side of the Property. This ordinance will allow the City to convey the Property to them.

The owners of the apartment complex properties contacted the City to express interest in acquiring the Property. The Real Estate Management Division, in consultation with the City Attorney's Office, conducted a disposition analysis to ascertain whether the Property could be deemed as surplus and determine the requirements for disposition. The disposition analysis included evaluating historic, current, and future uses of the Property by the City. It was concluded that the Property should be deemed surplus and be conveyed to a logical buyer(s) by Quit Claim Deed.

Due to its limitations (for example, size, shape, location), the owners of the apartment complex properties are the only logical buyers of the Property and will pay all costs/expenses associated with the conveyance. The City will retain its water and sewer easement that runs along the north boundary of the Property.

**Fiscal Impact:**

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

**Legal Issues:**

None.

**Other Issues and Considerations:**

None.

**Strategic Work Program Item or Applicable Council Priority and Goal:**

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

**Decision Options:**

- 1) 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 second reading for August 16, 2022.

**Attachments:**

City Property Location Map

**THE CITY OF GREELEY, COLORADO  
ORDINANCE NO. 30, 2022**

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF CITY PROPERTY LOCATED AT  
28<sup>th</sup> STREET**

WHEREAS, the City of Greeley ("City") owns a vacant parcel of land located west of 19<sup>th</sup> Avenue on 28<sup>th</sup> Street (the "Property") as depicted on Exhibit A; and,

WHEREAS, the Property was dedicated to the City by means of the Hillside 2<sup>nd</sup> Addition Subdivision plat in 1962 which identified the parcel as "Park"; and

WHEREAS, the parcel had historically been maintained by adjacent property owners as part of the neighboring apartment complex; and

WHEREAS, since the time of dedication, the City has not maintained or used the Property as a public park, nor included the Property as part of any current or future public park plans; and

WHEREAS, the City has determined that the Property is not needed for any current or future governmental purpose, wishes to dispose of it, and has determined that the only logical buyer would be the adjacent property owners; and

WHEREAS, the adjacent property owners have expressed interest in acquiring the Property from the City.

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

Section 1. The Greeley City Council hereby finds and determines that the Property is not a public park, nor is it being held or used for governmental purposes.

Section 2. The Greeley City Council authorizes the conveyance of the Property, in accordance with the terms and conditions of the attached Quit Claim Deed and authorizes the Mayor to execute the same pursuant to Greeley Municipal Charter 2.07.020(b).

Section 3. The Greeley City Council hereby ratifies all actions heretofore taken (not inconsistent with the provisions of this ordinance) by the officers, agents, and employees of the City in connection with the actions described above.

Section 4. This ordinance shall take effect five (5) days after its final publication as provided by Greeley Municipal Charter 3-16.

**PASSED AND ADOPTED, SIGNED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**ATTEST:**

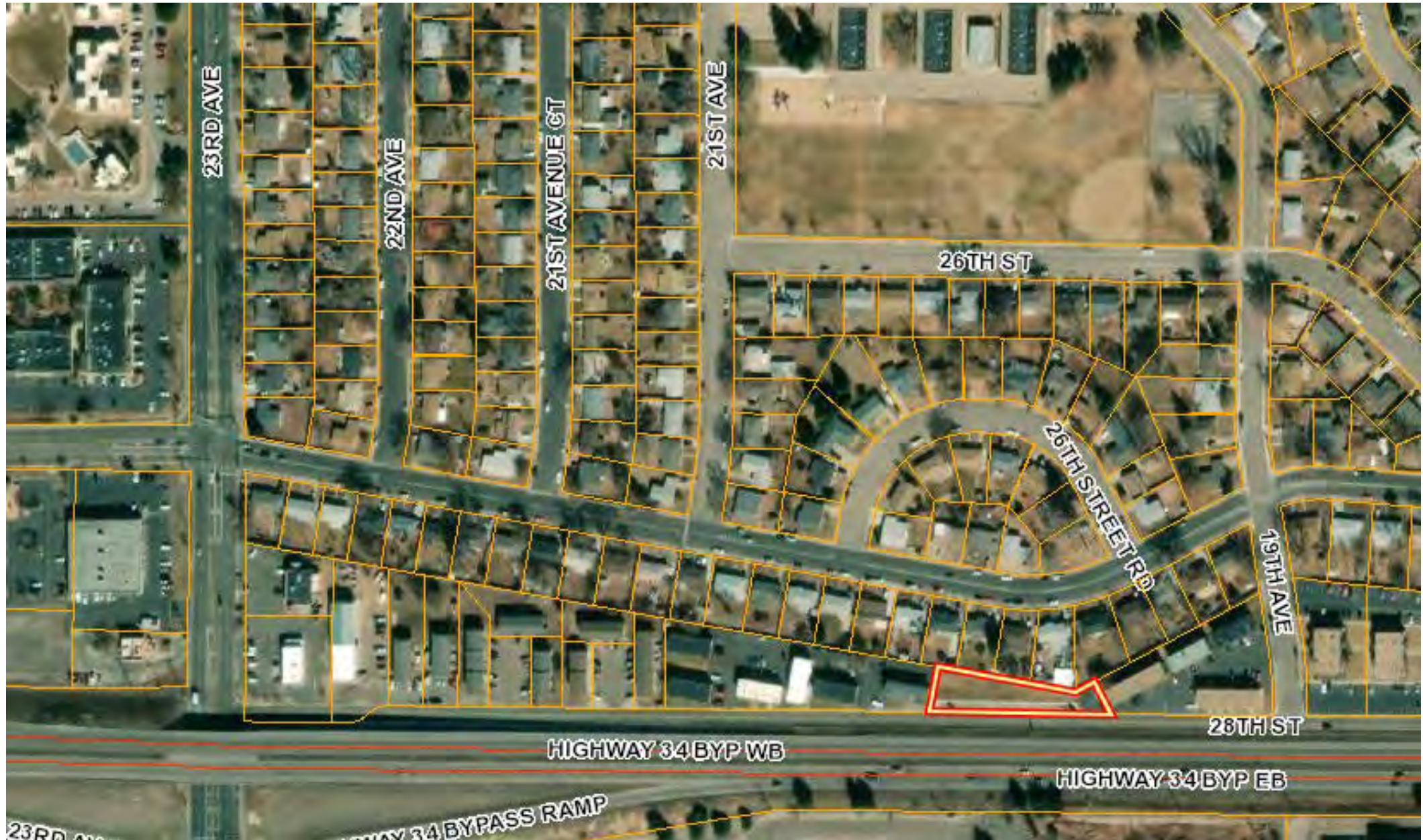
**THE CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

Attachment: Exhibit A – Property Location Map  
Exhibit B – Quit Claim Deed

# 28<sup>th</sup> Street Property Disposition Property Location Map



# 28<sup>th</sup> Street Property Disposition Property Location Map



# 28<sup>th</sup> Street Property Disposition Property Location Map







# Council Agenda Summary

August 2, 2022

Key Staff Contact: Darrell Gesick, Planner III, 970-350-9822

Becky Safarik, Interim Community Development Director, 970-350-9786

## Title:

Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) zone district for 2.11 acres of property located at 3115 35th Avenue (ZON2021-0017)

## Summary:

The City of Greeley is considering a request from Rob Stanley, Robert Stanley Properties LLC, to rezone approximately 2.11 acres from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) zone district. The subject site is located at 3115 35th Avenue. The subject site consists of a two-story building with several small sheds. There are three radio towers that are located on the subject site as well. The purpose of the rezone is to allow for more development opportunities for the subject site.

The Planning Commission will consider this request on July 26, 2022.

## Fiscal Impact:

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

## Legal Issues:

Consideration of this matter is a quasi-judicial process.

## Other Issues and Considerations:

None noted.

**Strategic Work Program Item or Applicable Council Priority and Goal:**

Consistency with Comprehensive Plan and Development Code standards.

**Decision Options:**

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

**Council's Recommended Action:**

A motion to introduce the ordinance and schedule the public hearing and second reading for August 16, 2022.

**Attachments:**

Ordinance

Vicinity Map

Planning Commission Summary (Staff Report, July 26, 2022)

CITY OF GREELEY, COLORADO  
ORDINANCE NO. 31, 2022  
CASE NO. ZON2022-0017

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM C-L (COMMERCIAL LOW INTENSITY) TO C-H (COMMERCIAL HIGH INTENSITY) FOR APPROXIMATELY 2.11 ACRES OF PROPERTY LOCATED AT 3115 35<sup>TH</sup> AVENUE, KNOWN AS 3115 35<sup>TH</sup> AVENUE

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 C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) for approximately 2.11 acres of property 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 \_\_\_\_\_, 2022.

ATTEST:

THE CITY OF GREELEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Legal Description

Northeast Quarter of the Southeast Quarter (NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) of Section 23, Township 5 North, Range 66 West of the 6<sup>th</sup> Principal Meridian, City of Greeley, County of Weld, State of Colorado, being more particularly described as follows:

Considering the East line of the Northeast Quarter (E line, NE  $\frac{1}{4}$ ) of said Section 23 as having an assumed bearing of South 00°45'52" East, and with all bearings contained herein lying relative thereto:

Item No. 14. Beginning at the Northeast Corner of said Section 23;

THENCE South 00°45'52" East, along the East line of the Northeast Quarter (E line, NE ¼) of said Section 23, a distance of 2506.89 feet, more or less, to the Northeast Corner of that certain parcel of land identified as Parcel 1 in document recorded December 27, 2005 under Reception Number 3350141 in the Office of the Clerk and Recorder of Weld County, Colorado;

THENCE departing the East line of said Northeast Quarter (E line, NE ¼), and proceeding South 89°26'55" West, along the North line of said Parcel 1 if said Reception Number 3350141, a distance of 50.00 feet, more or less, to a point on the apparent centerline of 35<sup>th</sup> Avenue and the POINT OF BEGINNING;

THENCE departing the North line of said Parcel 1 of said Reception Number 3350141, and proceeding along said apparent centerline, running parallel with and 50.00' Westerly of (as measured at right angles) the East line of said Parcel 1 of said Reception Number 3350141, the following 2 (two) courses and distances: 1) South 00°45'52" East, a distance of 142.49 feet; 2) South 00°46'59" East, a distance of 37.62 feet, more or less, to a point on the South line of said Parcel 1 of said Reception No. 3350141;

THENCE departing said apparent centerline and proceeding along the South, West and North lines of said Parcel 1 of said Reception Number 3350141, as monumented, the following 4 (four) courses and distances: 1) South 89°19'44" West, a distance of 506.36 feet; 2) North 00°42'30" West, a distance of 203.04 feet; 3) South 55°24'30" East, a distance of 38.00 feet; 4) North 89°26'55" East, a distance of 475.15 feet, more or less, to a point on the apparent centerline of 35<sup>th</sup> Avenue and the POINT OF BEGINNING;

Containing 91,788 square feet (2.11 acres), more or less, and being subject to all existing easements and/or rights-of-way of record, as of the date shown hereon.

Prepared for and on behalf of:  
Coffey Engineering & Surveying  
3855 Precision Drive #140  
Loveland, Colorado 80538

Chase J. Corbridge  
Colorado PLS 38405



*Chase J. Corbridge*

*03-07-2022*

**PLANNING COMMISSION SUMMARY**

**ITEM:** Rezone from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) Zone District

**FILE NUMBER:** ZON2021-0017

**PROJECT:** 3115 35<sup>th</sup> Avenue Rezone

**LOCATION:** 3115 35<sup>th</sup> Avenue

**APPLICANT:** Robert Stanley Properties, LLC

**CASE PLANNER:** Darrell Gesick, Planner III

**PLANNING COMMISSION HEARING DATE:** July 26, 2022

**PLANNING COMMISSION FUNCTION:**

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public, and shall then make a recommendation to the City Council regarding the application in the form of a finding based on the review criteria in Section 24-204.

**EXECUTIVE SUMMARY**

The City of Greeley is considering a request from Robert Stanley Properties LLC to rezone 2.11 acres from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) zone district (see Attachments A, B, and C).

**A. REQUEST**

The applicant is requesting approval of a rezone (see Attachment C).

**B. STAFF RECOMMENDATION**

Approval

**C. LOCATION**

The subject site is located at 3115 35<sup>th</sup> Avenue.

**Abutting Zoning:**

North: C-L (Commercial Low Intensity)  
 South: C-2 (City of Evans – Commercial Medium Intensity)  
 East: R-L (Residential Low Density) and R-1 (Weld County Low Density Residential)  
 West: R-3 (City of Evans – Multi-Family Residential)

**Surrounding Land Uses:**

North: Commercial Units

South: Storage Units

East: Large Lot Residential

West: Multi-Family

**Site Characteristics:**

The site currently consists of a 10,400-square-foot, two-story building, which housed a wireless internet service provider. Currently the building is vacant and is for sale. The west end of the property has several radio towers with small accessory structures associated with the towers. The western end of the property is gravel with paved parking adjacent to the south end of the two-story building. There is one access point is off of 35<sup>th</sup> Avenue.

**D. BACKGROUND**

The subject site was annexed as part of the RCC Annexation and zoned C-1 (Commercial Low) in 1987, (File No. Z 7:82) (Recording No. 2084959). The zoning classifications were changed in 1998, when the Development Code was revised. The existing zoning of C-L is the modern equivalent to C-1.

The subject site has been used as a commercial office building, specifically as a wireless internet service provider, with a portion of the building used as a warehouse for decades. Over the years, several radio towers were installed on the western portion of the site. With this application, the property owner is proposing to rezone 2.11 acres of land for the purpose of creating more development options for the subject site. The rezone does include the adjacent right-of-way.

**E. APPROVAL CRITERIA****Development Code Section 24-204 Rezoning Procedures**

The review criteria found in Section 24-204 (b) of the Development Code shall be used to evaluate the zoning amendment application.

1. **The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan.**

**Goal 4 – Prioritize Infill and Redevelopment**

***Objective GC-4.2 Reinvestment/Adaptive Reuse*** - Encourage reinvestment in established areas of Greeley to maximize the use of existing public infrastructure. Support the use of creative strategies to revitalize vacant, blighted, or otherwise underutilized structures and buildings through adaptive reuse.



**Objective GC-4.3 Infill Compatibility** - Promote the use of site design and building architecture that is sympathetic to the surrounding area and enhances the desirable character and form of the neighborhood or area.

Staff Comment: This proposal is in accordance with Goal 4, Prioritize Infill and Redevelopment, of the Imagine Greeley Comprehensive Land Use Plan. The rezoning request for this site, would encourage reinvestment of an existing structure that is using existing public infrastructure.

The proposal complies with this criterion.

**2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.**

Staff Comment: The proposed rezone would allow for more development options, which fulfills the intent of the proposed zoning district of C-H and is consistent with other uses in the surrounding area. With more development options, there is more potential to provide services to the surrounding area.

The proposal complies with this criterion.

**3. 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: The majority of this area has been developed out for many years, which includes commercial units to the north and storage units to the south of the subject site. The large lot residential to the east also developed many years ago within Weld County's jurisdiction. Recently, a multi-family project developed to the west of the subject site. There is one small lot to the north that has not been developed but is available for commercial use.

Keeping the subject property under the current zoning district, which limits uses to low intensity commercial uses, would limit redevelopment opportunities. With the proposed C-H zone district, a variety of commercial uses would be allowed, which would allow for more flexibility in development options. Planning staff concludes that it is in the public's interest to rezone the subject site to allow for more options.

The proposal complies with this criterion.

4. **The existing zoning been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.**

Staff Comment: The current C-L zone district has been in place since 1987 and was developed the same year. There was a small addition to the western side of the building in 2011. The existing zoning is not necessarily inappropriate, however, most of the uses the applicant has proposed for the site tend to be allowed in the C-H zone. Rezoning to the C-H zone would provide more development opportunities. In addition, the site is along a major arterial roadway, which encourage high commercial uses.

The proposal complies with this criterion.

5. **The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces, and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.**

Staff Comment: The subject site is currently developed with a two story, 10,400-square-foot building. The building is consistent with other buildings and development in the area. To the north of the subject site there is a commercial office building and some vacant land, to the east there is large lot residential uses, to the south there are storage units, and to the west there is a multi-family development. Any development plan application for the property would be reviewed for compliance with the City's Development Code requirements.

The proposal complies with this criterion.

6. **The city or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.**

Staff Comment: The City of Greeley currently provides water and the City of Evans currently provides sewer services to the subject site. Any proposed development or redevelopment of the subject site would be reviewed for compliance with City standards and improvement to infrastructure may be required at that time. Additional information regarding City services can be found in this report in Sections F, G, and H.

The proposal complies with this criterion.

7. **The change will serve a community need, provide an amenity, or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning.**

Staff Comment: The proposed rezoning would allow more development options if the site were rezoned to C-H, allowing for more potential services for the community, making the rezone more appropriate than the current zoning district.

The proposal complies with this criterion

8. **Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.**

Staff Comment: Any reasonably anticipated negative impacts on this area resulting from this rezoning would be mitigated as part of the development review process by the consistent enforcement of Municipal Code requirements regarding landscaping buffers, architectural features, setbacks, and other relevant codes and policies. A conceptual traffic study and drainage report were provided with this application, and the final drainage and traffic needs would be further evaluated at the time of site plan or plat, as necessary.

The proposal complies with this criterion.

9. **The recommendations of professional staff or advisory review bodies.**

Staff Comment: Staff recommends approval of this rezoning request.

## **F. PHYSICAL SITE CHARACTERISTICS**

### **1. SUBDIVISION HISTORY**

The subject site is not part of a subdivision at this time, and there is not a plan to subdivide the property in the future.

### **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 were rezoned.

**4. FLOODPLAIN**

The proposed rezone 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**

This rezone will not affect the existing drainage for the site. Any proposed development of the site will require the documentation of all drainage, detention, water quality, and erosion mitigation as a condition of the development of the site.

**6. TRANSPORTATION**

The City's Transportation Planner and Engineering Development Review staff have reviewed the traffic compliance letter submitted with this application and found that additional traffic would not create a significant impact on the existing roadway systems.

No additional improvements were warranted based on projected traffic. Further analysis would be conducted at the time of the site plan review once exact layouts are confirmed.

**G. SERVICES**

**1. WATER**

Water services are available in the area and can adequately serve the subject site.

**2. SANITARY SEWER**

Sanitation services are currently provided for this site by the City of Evans. Due to the limitations of the City of Greeley's sanitary sewer system, any additional future services will be provided by the City of Evans. The developer and the City of Evans have had discussions on this topic, adequate service is available in the City of Evans system, and the property owner understands that approval for such services will require continued coordination with the City of Evans.

**3. EMERGENCY SERVICES**

Emergency services are available and can adequately serve the subject property. The subject site is within the City of Greeley's Fire Protection area and would be served by Fire Station #2, which is located approximately one mile from the subject the site.

**4. PARKS/OPEN SPACES**

No public parks or public open space areas are proposed with this request and the request would not create 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.

## **H. NEIGHBORHOOD IMPACTS**

### **1. VISUAL**

No visual impacts are anticipated with the 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.

## **I. PUBLIC NOTICE AND COMMENT**

Neighborhood notices were mailed to a total of 27 surrounding property owners on July 7, 2022, per Development Code requirements. A sign was posted on the subject site on July 7, 2022. Notice was provided via the Greeley website on July 6, 2022.

## **J. MINERAL ESTATE OWNER NOTIFICATION**

Mineral notice is not required for a rezone request.

## **K. PLANNING COMMISSION RECOMMENDED MOTION**

### **Approval -**

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from C-L (Commercial Low Intensity) Zone District to the C-H (Commercial High Intensity) Zone District meets the Development Code criteria, Section 24-204(b) 1-9; and therefore, recommends approval of the rezone to the City Council.

### **Denial –**

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from C-L (Commercial Low Intensity) Zone District to the C-H (Commercial High Intensity) Zone District does not meet the Development Code criteria, Section 24-204(b) 1-9; and therefore, recommends denial of the rezone to the City Council.

## **ATTACHMENTS**

Attachment A – Vicinity Map

Attachment B – Photo Aerial Map

Attachment C – Project Narrative

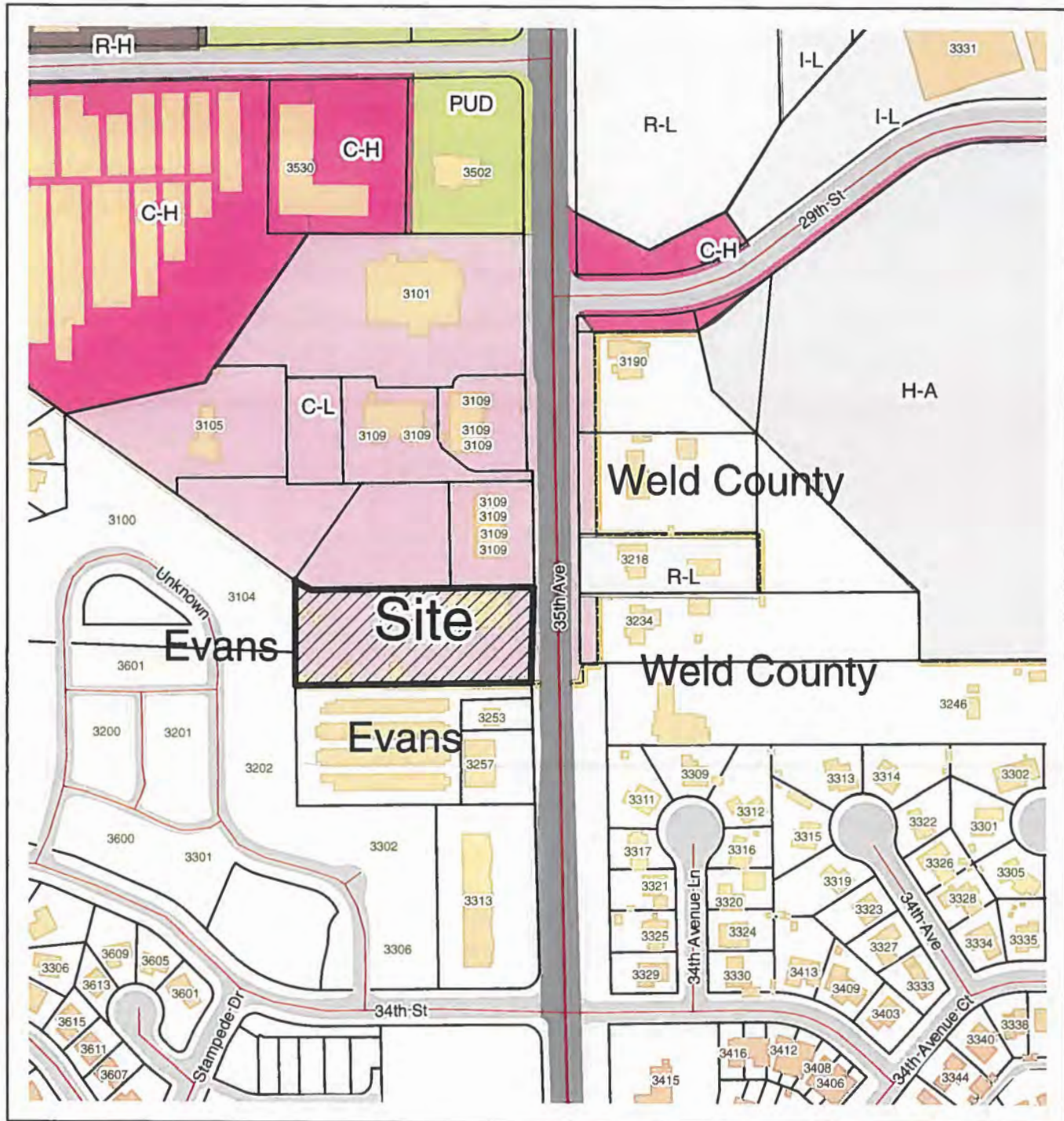
Attachment D – Rezone Boundary Map

Attachment E – Site Analysis Map

Attachment F – Zoning Suitability Map

Attachment G – Neighborhood Notification Boundary Map

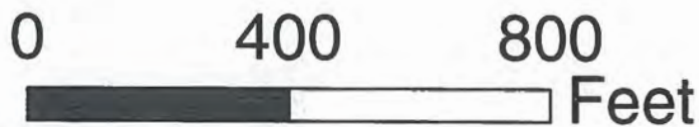
# Zoning/Vicinity Map 3115 35th Avenue Rezone



ZON2021-0017

**Legend**

- Structure
- FEATURE\_SUBTYPE**
- Water Body
- Weld Parcels
- Road Centerline
- Roads



# Photo Aerial Map 3115 35th Avenue Rezone



ZON2021-0017

### Legend

- Structure
- FEATURE\_SUBTYPE**
- Water Body
- Weld Parcels
- Road Centerline
- Roads
- Origin Cache Mask



Robert Stanley Properties LLC  
 3115 35<sup>th</sup> Avenue  
 Greeley, CO 80634

### Project Narrative for CH Rezone

I hope that Darrell Gesick is selected as our planner, as he was the planner working with a previous potential property buyer, and he has history with the rezone application (Case# ZON2020-0011). Darrell was the planner for our Pre-Application Meeting, and he would provide continuity to the rezoning process.

#### Application Submittal Requirements

The completed application form for a rezone from CL to CH has been submitted via eTRAKiT along with the application fee. The property at 3115 35<sup>th</sup> Avenue, Greeley, CO 80634 is owned by Robert Stanley Properties LLC, see Special Warranty Deed as proof. Attached are the following supporting documents:

- Special Warranty Deed, proof of ownership
- Property Boundary Map
- Site Analysis Map
- Zoning Suitability Map
- Conceptual Traffic Impact Study document
- Conceptual Drainage Report & Plan document
- Legal Description
- Deed Restrictions/Covenants (105 pages)

The property consists of a two-story office building, a back lot (acreage with three radio towers, three sheds), parking lot on the south side of building with full access to 35<sup>th</sup> Avenue. The two-story office building was constructed in 1987 with an addition in 2011, garage added. There are three metal sheds, irrigated lawn, trees, shrubs, chain link fencing, concrete sidewalk, asphalt parking lot and gravel/rock ground cover in the back lot. Vehicle access to the back lot is through a gate from the parking lot. Currently there are no tenants in the office building with no plans to modify the building or grounds.

There are no plans to change how pedestrians can access the property. Pedestrians have accessed the office from their parked vehicle, walk from the parking lot to the front or side office door via a sidewalk. A pedestrian can also access the property via the 35<sup>th</sup> Avenue sidewalk.

The current zoning is Commercial Low (CL), we propose changing the zoning to Commercial High (CH) to expand commercial uses. CH will allow limited company vehicles and/or equipment to park behind the



Robert Stanley Properties LLC  
3115 35<sup>th</sup> Avenue  
Greeley, CO 80634

two-story office building—similar to the parked commercial trucks to the north. From 35<sup>th</sup> Avenue, the two-story office building, and trees block or screen the view of the back lot. To the south of the property is a self-storage facility (if located in Greeley would be zoned CH), further south is a strip mall, to the north of the property are multiple office buildings with parking lots. To the northwest of the property is a self-storage facility and hotel zoned CH. There should be no potential impact upon the immediate neighborhood with respect to noise, environmental, visual or the provision of city services such as police, fire, water, sewer, street, and pedestrian systems.

With the current office building setback providing green areas and screening; the future commercial use will have a low/no impact to traffic, rezoning from CL to CH is in accordance with the goals and policies of the comprehensive plan elements. The rezoning will positively impact the economic health and diversification for the City of Greeley providing additional tax revenues, jobs, mix of businesses and the needed services for Greeley/Evans citizens. The rezoning will support the comprehensive plan with Objective ED-1.5 Support for Entrepreneurs Encourage the start-up and growth of small businesses. The rezoning will not impact infrastructure.

If I can be of any assistance, please contact me.

Thank you,

Regards,

Rob Stanley  
Robert Stanley Properties

# PROPERTY BOUNDARY MAP 3115 35TH AVENUE

CASE # ZON2021-0017  
LOCATED IN SOUTHEAST QUARTER OF NORTHEAST QUARTER & NORTHEAST QUARTER OF SOUTHEAST QUARTER  
OF SECTION 23, T3N, R66W, 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

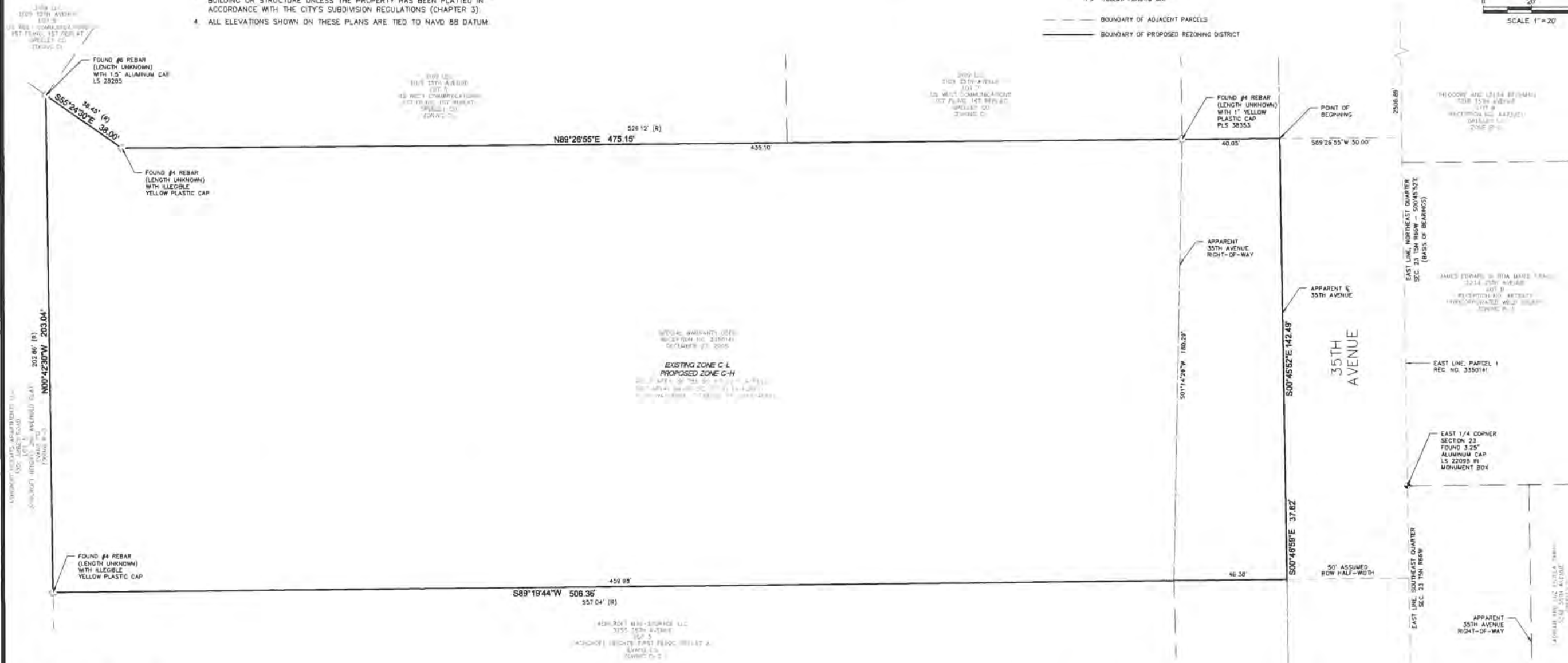
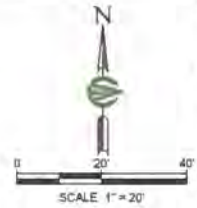
### NOTES:

1. APPROVAL OF SITE CONSTRUCTION PLANS BY THE CITY OF GREELEY SHALL BE REQUIRED (AS APPLICABLE) PRIOR TO ISSUANCE OF BUILDING PERMITS.
2. ALL EXISTING AND PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.
3. NO BUILDING PERMIT SHALL BE ISSUED FOR THE CONSTRUCTION OF A NEW BUILDING OR STRUCTURE UNLESS THE PROPERTY HAS BEEN PLATTED IN ACCORDANCE WITH THE CITY'S SUBDIVISION REGULATIONS (CHAPTER 3).
4. ALL ELEVATIONS SHOWN ON THESE PLANS ARE TIED TO NAVD 88 DATUM.

### LEGEND:

- (R) RECORD INFORMATION
- AC ALUMINUM CAP
- YPC YELLOW PLASTIC CAP
- BOUNDARY OF ADJACENT PARCELS
- BOUNDARY OF PROPOSED REZONING DISTRICT

POINT OF COMMENCEMENT  
NORTHEAST CORNER  
SECTION 23  
FOUND NO 8 REBAR  
3.25" ALUM. CAP  
PLS 23513



### REZONE LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE 1/4 NE 1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4) OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER (E LINE, NE 1/4) OF SAID SECTION 23 AS HAVING AN ASSUMED BEARING OF SOUTH 00°45'52" EAST, AND WITH ALL BEARINGS CONTAINED HEREIN LYING RELATIVE THERETO:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23:

THENCE SOUTH 00°45'52" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (E LINE, NE 1/4) OF SAID SECTION 23, A DISTANCE OF 2508.89 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND IDENTIFIED AS PARCEL 1 IN DOCUMENT RECORDED DECEMBER 27, 2005 UNDER RECEPTION NUMBER 3350141 IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO;

THENCE DEPARTING THE EAST LINE OF SAID NORTHEAST QUARTER (E LINE, NE 1/4), AND PROCEEDING SOUTH 89°26'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1 OF SAID RECEPTION NUMBER 3350141, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO A POINT ON THE APPARENT CENTERLINE OF 35TH AVENUE AND THE POINT OF BEGINNING;

THENCE DEPARTING THE NORTH LINE OF SAID PARCEL 1 OF SAID RECEPTION NUMBER 3350141 AND PROCEEDING ALONG SAID APPARENT CENTERLINE, RUNNING PARALLEL WITH AND 50.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF SAID PARCEL 1 OF SAID RECEPTION NUMBER 3350141, THE FOLLOWING 2 (TWO) COURSES AND DISTANCES: 1) SOUTH 00°45'52" EAST, A DISTANCE OF 142.49 FEET; 2) SOUTH 00°46'59" EAST, A DISTANCE OF 37.62 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID PARCEL 1 OF SAID RECEPTION NUMBER 3350141;

THENCE DEPARTING SAID APPARENT CENTERLINE AND PROCEEDING ALONG THE SOUTH, WEST AND NORTH LINES OF SAID PARCEL 1 OF SAID RECEPTION NUMBER 3350141, AS MONUMENTED, THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES: 1) SOUTH 89°19'44" WEST, A DISTANCE OF 506.36 FEET; 2) NORTH 00°42'30" WEST, A DISTANCE OF 203.04 FEET; 3) SOUTH 55°24'30" EAST, A DISTANCE OF 38.00 FEET; 4) NORTH 89°26'55" EAST, A DISTANCE OF 475.15 FEET, MORE OR LESS, TO A POINT ON THE APPARENT CENTERLINE OF 35TH AVENUE AND THE POINT OF BEGINNING;

CONTAINING 91,788 SQUARE FEET (2.11 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EXISTING EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD, AS OF THE DATE OF CERTIFICATION SHOWN HEREON.

### BASIS OF BEARINGS:

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23 AS HAVING AN ASSUMED BEARING OF SOUTH 00°45'52" EAST, BEING MONUMENTED AS SHOWN, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

### SURVEY NOTES:

1. COFFEY ENGINEERING AND SURVEYING DOES NOT HAVE THE EXPERTISE TO ADDRESS MINERAL RIGHTS, AND RECOMMENDS THE OWNER RETAIN AN EXPERT TO ADDRESS THESE MATTERS. COFFEY ENGINEERING AND SURVEYING ASSUMES NO RESPONSIBILITY FOR THE MINERAL RIGHTS UPON THIS TRACT OF LAND.
2. THIS MAP WAS PREPARED FOR THE EXCLUSIVE USE OF REZONING THE LANDS AND AREA SHOWN HEREON.
3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE US SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
4. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 CERTIFICATION SHOWN HEREON.

### REFERENCES:

1. SPECIAL WARRANTY DEED, BUSINESS RADIO COMMUNICATIONS, LLC TO ROBERT STANLEY PROPERTIES, LLC, WELD COUNTY RECORDS, RECEPTION 3350141, DATED DECEMBER 27, 2005.
2. US WEST COMMUNICATIONS 1ST FILING 1ST REPLAT, WELD COUNTY RECORDS, RECEPTION 4321279, DATED JULY 26, 2017.
3. ASHCROFT HEIGHTS- FIRST FILING, REPLAT A, WELD COUNTY RECORDS, RECEPTION 2738708, DATED DECEMBER 15, 1999.
4. ASHCROFT HEIGHTS- SECOND AMENDED PLAT, WELD COUNTY RECORDS, RECEPTION 3923135, DATED APRIL 8, 2013.



VICINITY MAP  
SCALE 1"=1000'

### OWNER:

ROBERT STANLEY PROPERTIES LLC  
3115 35TH AVE GREELEY, CO 80634-9415  
PHONE# 970-576-8189

### SURVEYOR'S STATEMENT:

I, CHASE J. CORBRIDGE, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PROPERTY BOUNDARY MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

FOR AND ON BEHALF OF:  
COFFEY ENGINEERING & SURVEYING  
3855 PRECISION DRIVE, #140  
LOVELAND, CO 80538  
CHASE J. CORBRIDGE  
COLORADO PLS 38405



3115 35TH AVENUE  
PROPERTY BOUNDARY MAP  
CASE # ZON2021-0017  
LOCATED IN SOUTHEAST QUARTER OF NORTHEAST QUARTER & NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 23, T3N, R66W, 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

DATE	REQUESTED BY	REVISION	CHECKED BY	CHECK
07/27/21	CITY OF GREELEY COMMENTS		CK	
09/08/21	CLERK/CITY COMMENTS		CK	
12/06/21	CITY OF GREELEY COMMENTS		CK	
02/28/22	CITY OF GREELEY COMMENTS		CK	
02/28/22	15111 ON GREELEY COMMENTS		CK	

PROJECT:  
3115 35TH AVENUE  
DRAWN BY: PKR/DA  
DATE: 01/27/2021  
REV. DATE: 01/27/2022  
CHECK BY: CK

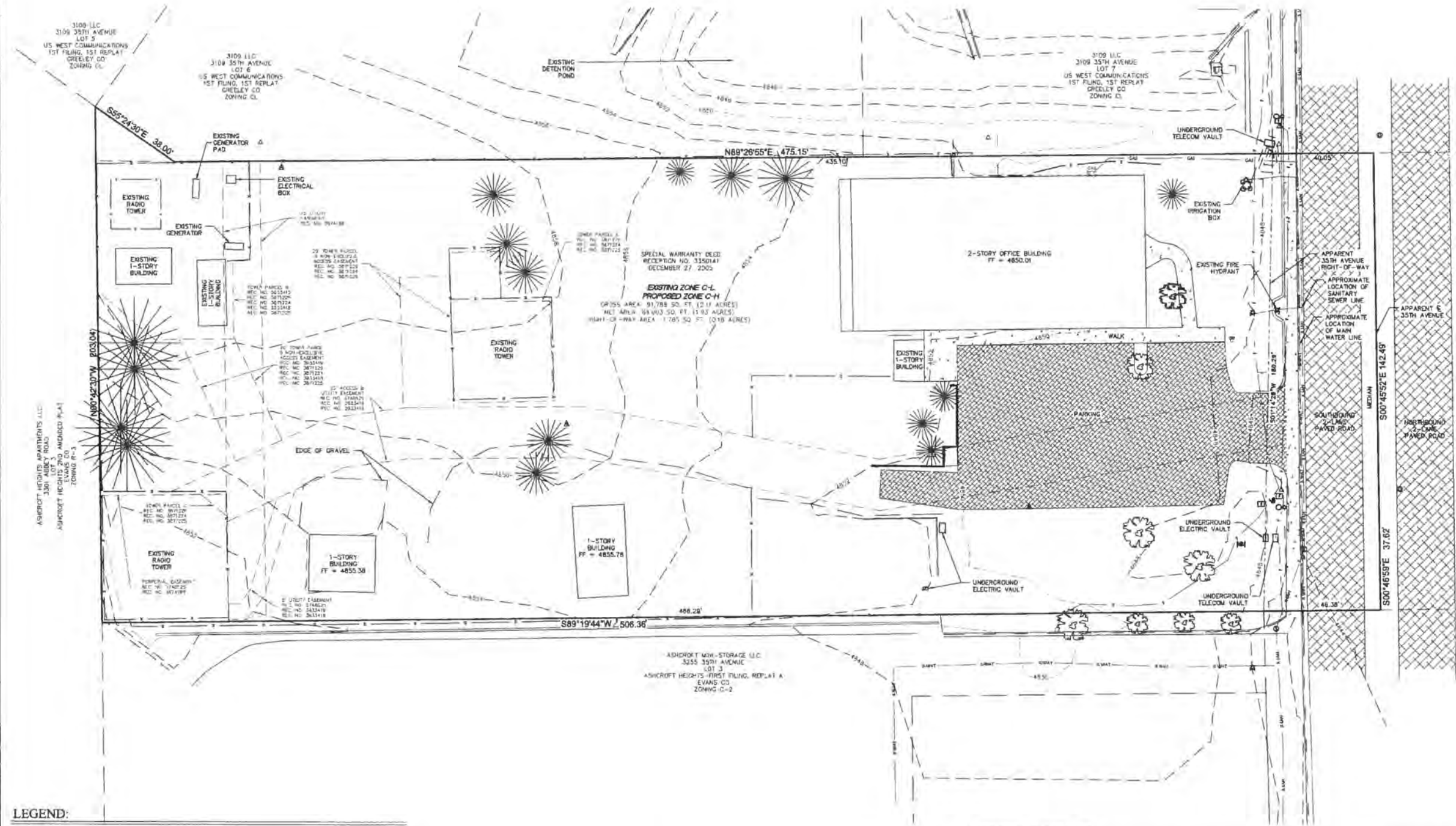
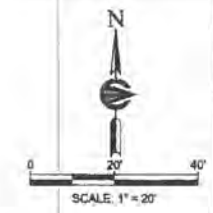
**SURVEY CONTROL NOTES**

**BASIS OF BEARING:**

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23 AS HAVING AN ASSIGNED BEARING OF SOUTH 00°45'27" EAST, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**SITE ANALYSIS MAP  
3115 35TH AVENUE**

CASE #: ZON2021-0017  
LOCATED IN SOUTHEAST QUARTER OF NORTHEAST QUARTER & NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 23, T5N, R66W, 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



35TH AVENUE

THEODORE AND LEEA BECKMAN  
3218 35TH AVENUE  
LOT 8  
RECEPTION NO. 4478021  
GREELEY CO  
ZONE R-1

JAMES EDWARD & TINA MAPE CRAIG  
3334 35TH AVENUE  
LOT 8  
RECEPTION NO. 4678875  
UNINCORPORATED WELD COUNTY  
ZONING R-1

EAST LINE, PARCEL 1  
REC. NO. 3359141

DATE	REQUEST BY	REVISION	CHECK	DATE	REQUEST BY	REVISION
07/27/2021	CITY OF GREELEY COMMENTS		CJC			
09/29/21	CITY OF GREELEY COMMENTS		CJC			
07/27/2021	CITY OF GREELEY COMMENTS		CJC			
07/27/2021	CITY OF GREELEY COMMENTS		CJC			

Project: 3848.00  
 Designer: SAAS  
 Drafter: PINKA  
 Date: 07/27/2021  
 Rev. Date: 07/20/2023  
 Check By: CJC

**3115 35TH AVENUE  
SITE ANALYSIS MAP**

CASE #: ZON2021-0017  
SHELF OF NE 1/4 & NE 1/4 OF SE 1/4 SECTION 23, T5N, R66W, 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



**SURVEYOR'S STATEMENT:**

I, CHASE J. CORBRIDGE, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PROPERTY BOUNDARY MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

FOR AND ON BEHALF OF:  
COFFEY ENGINEERING & SURVEYING  
3855 PRECISION DRIVE, #140  
LOVELAND, CO 80538

CHASE J. CORBRIDGE  
COLORADO PLS 38405

**GENERAL NOTES**

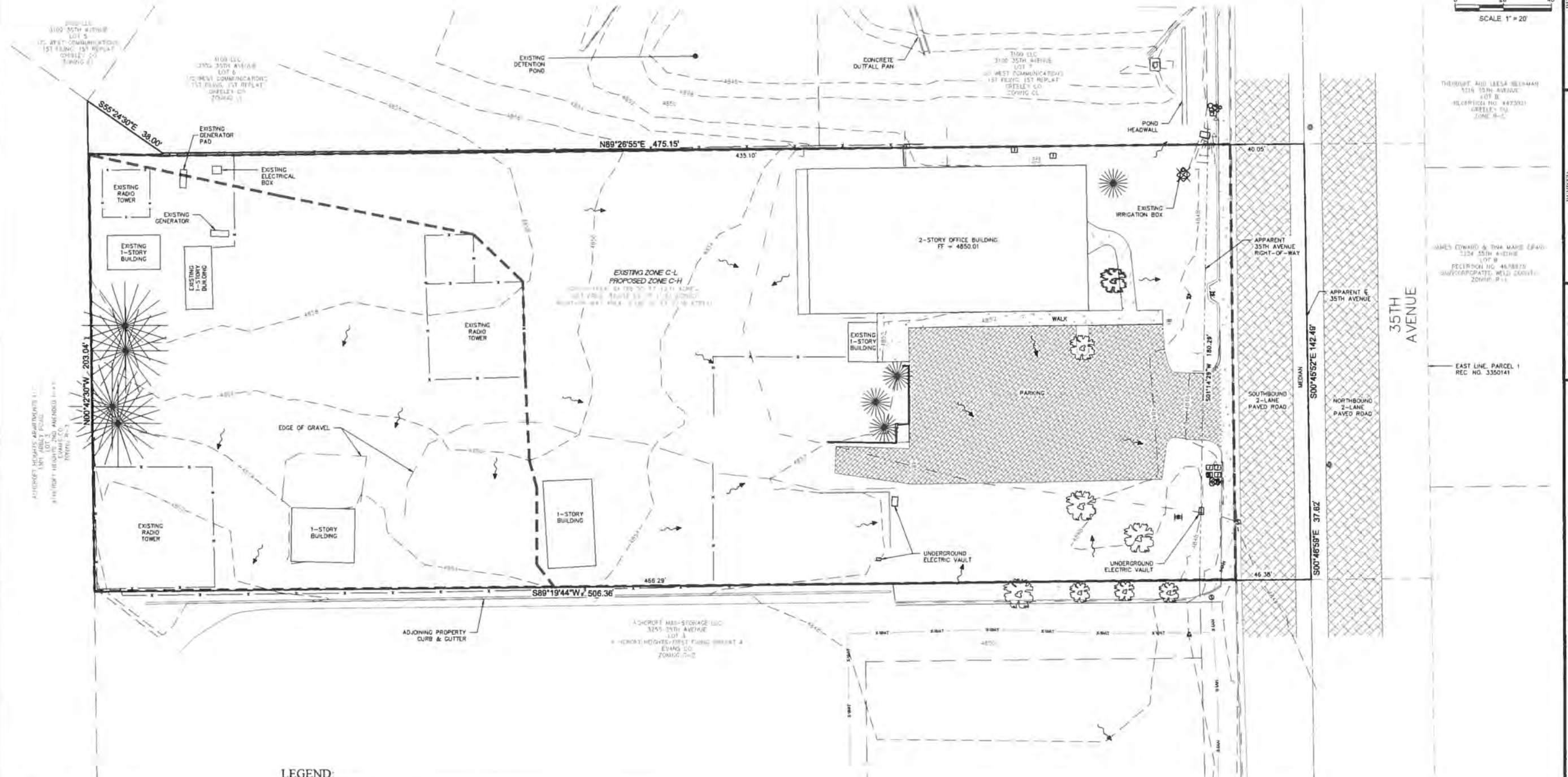
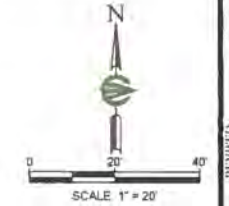
1. THIS MAP WAS PREPARED FOR THE EXCLUSIVE USE OF REZONING THE LANDS AND AREA SHOWN HEREON.
2. ALL EXISTING STRUCTURES, AS SHOWN HEREON, ARE TO REMAIN. NO DEMOLITION OR REMOVAL(S) IS/ARE EXPECTED AT THIS TIME.
3. ONLY THOSE EASEMENTS AND/OR ENCUMBRANCES THAT ARE GEOMETRICALLY INDEPENDENT/INCONGRUOUS WITH THE EXTERIOR BOUNDARY OF THE PROPERTY ARE SHOWN.
4. NO OVERHEAD UTILITY LINES, AS MAY BE IMMEDIATELY OBVIOUS /APPARENT ARE SHOWN ON THIS DOCUMENT. ALL "EXISTING RADIO TOWERS", ARE STAND-ALONE STRUCTURES AND ARE NOT INTERCONNECTED.
5. ONLY THOSE SUB-SURFACE UTILITIES (AND/OR APPURTENANCES THERETO) AS IMMEDIATELY OBVIOUS/APPARENT, BEING LOCATED BY ASSORTED B11 PUBLIC/PRIVATE SERVICES ON OR AROUND MARCH 31, 2022 ARE SHOWN ON THIS DOCUMENT. NO OTHER SUCH STRUCTURES OR FACILITIES ARE BELIEVED TO IMPACT THE PROPERTY.

**LEGEND:**

- SIGN (SINGLE POST)
- GAS VALVE
- ELECTRIC JUNCTION/TRANSFORMER BOX
- FINISHED FLOOR ELEVATION
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- MAILBOX
- TELEPHONE PEDESTAL
- CORP STOP
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- DIRECT FLOW
- OVERLAND FLOW
- WATER METER BOX
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM WATER MANHOLE
- EXISTING CATCH BASH INLET
- EXISTING SANITARY SEWER CLEAN OUT
- CONCRETE
- ASPHALT
- DECIDUOUS TREE W/CALIPER
- CONIFEROUS TREE W/CALIPER
- FENCE
- 4850 — EXISTING CONTOUR
- W-WAT — EXISTING WATER LINE (SEE NOTE 5)
- S-SAN — EXISTING SANITARY LINE (SEE NOTE 5)
- F — EXISTING FIBER OPTIC LINE (SEE NOTE 5)
- GAS — EXISTING GAS LINE (SEE NOTE 5)
- E — EXISTING ELECTRIC LINE (SEE NOTE 5)
- PROPERTY BOUNDARY
- EXISTING CURB & GUTTER

### ZONING SUITABILITY MAP 3115 35TH AVENUE

CASE # ZON2021-0017  
LOCATED IN SOUTHEAST QUARTER OF NORTHEAST QUARTER & NORTHEAST QUARTER OF SOUTHEAST QUARTER  
OF SECTION 23, T5N, R66W, 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



DATE	REQUEST BY	REVISION	DATE	REVISION
02/25/21	CITY OF GREELEY COMMENTS	C/C		
03/09/21	CLIENTS COMMENTS	C/C		
03/09/21	CITY OF GREELEY COMMENTS	C/C		
03/09/21	CITY OF GREELEY COMMENTS	C/C		
02/25/22	CITY OF GREELEY COMMENTS	C/C		

3115 35TH AVENUE  
ZONING SUITABILITY MAP  
CASE # ZON2021-0017  
SE 1/4 OF NE 1/4 & NE 1/4 OF SE 1/4 SECTION 23, T5N, R66W, 6TH P.M.,  
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

**SURVEY CONTROL NOTES**  
**BASIS OF BEARING**  
THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23 AS HAVING AN ASSUMED BEARING OF SOUTH 00°45'52" EAST, BEING MONUMENTED AS SHOWN ON PROPERTY BOUNDARY MAP, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**LEGEND:**

—○— SIGN (SINGLE POST)	◇ WATER METER BOX
⊕ GAS VALVE	⊕ EXISTING SANITARY SEWER MANHOLE
⊕ ELECTRIC JUNCTION/TRANSFORMER BOX	⊕ EXISTING STORM WATER MANHOLE
FF FINISHED FLOOR ELEVATION	⊕ EXISTING CATCH BASIN INLET
⊕ IRRIGATION CONTROL VALVE	⊕ EXISTING SANITARY SEWER CLEAN OUT
⊕ LIGHT POLE	CONCRETE
⊕ MAILBOX	ASPHALT
⊕ TELEPHONE PEDESTAL	DECIDUOUS TREE
⊕ CORP STOP	CONIFEROUS TREE
⊕ EXISTING FIRE HYDRANT	— X — FENCE
⊕ EXISTING WATER VALVE	— 4850 — EXISTING CONTOUR
—○— OVERLAND FLOW	— X-WAT — EXISTING WATER LINE LOCATED BY OTHERS
	— X-SAN — EXISTING SANITARY LINE LOCATED BY OTHERS
	— — — PROPERTY BOUNDARY
	— — — EXISTING CURB & GUTTER

- GENERAL NOTES**
1. THIS MAP WAS PREPARED FOR THE EXCLUSIVE USE OF REZONING THE LANDS AND AREA SHOWN HEREON.
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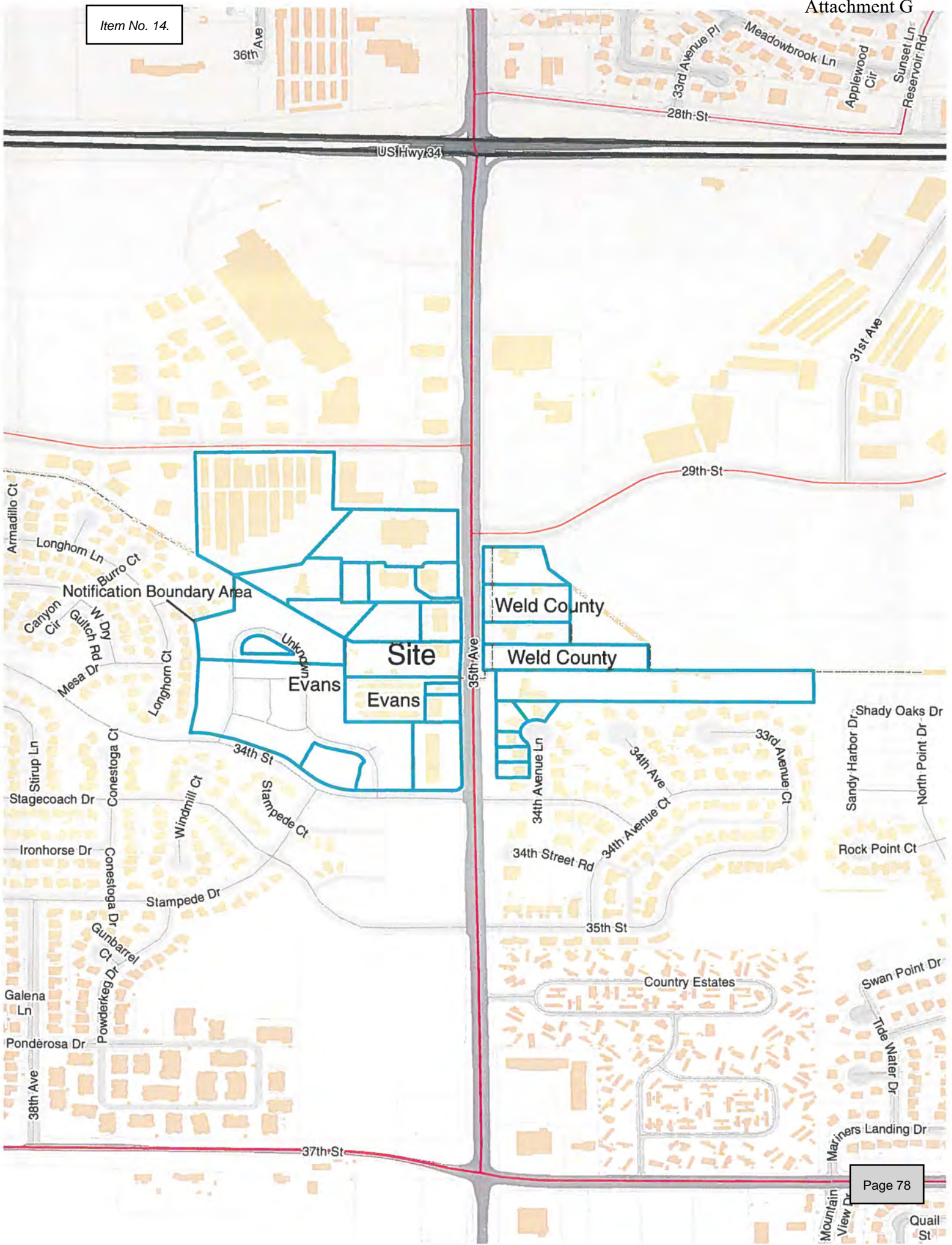
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FOR AND ON BEHALF OF:  
COFFEY ENGINEERING & SURVEYING  
3855 PRECISION DRIVE, #140  
LOVELAND, CO 80538

CHASE J. CORBRIDGE  
COLORADO PLS 38405



Item No. 14.



# Council Agenda Summary

August 2, 2022

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

**Title:**

Public hearing and second reading of an ordinance authorizing entry into an Intergovernmental Agreement regarding Bellvue Water Transmission Line Tap Transfers and Emergency Water Interconnect Operations with West Fort Collins Water District and divestment of City-Owned water rights represented by shares of capital stock in the North Poudre Irrigation Company

**Summary:**

The City has long planned, budgeted and strategized on how to make an orderly transition of old outside city customers who have been receiving water off our Bellvue water transmission lines for decades. These transmission taps are a challenge for our operations as they are close to the WTP, a long way from our certified water distribution operators, and they are located on gravity driven pipelines that have significant seasonal fluctuations and periodic maintenance outages. It is difficult to provide such taps with consistent pressure and reliable service, and at times the obligation to serve them increases the complexity of major maintenance activities and costs the City money to ensure they continue to have clean safe water.

Over the past 18 months, Greeley staff and the West Fort Collins Water District (District) have been engaged in a discussion on transferring 35 taps from Greeley to the District, along with ample raw water represented by shares in the North Poudre Irrigation Company, and in exchange, the District would take on transferring the customers over, improving infrastructure to connect the properties as needed, and coordinating with the customers, all of which live within the District's service area. To offset costs and provide water supply resiliency to the City and the District, Greeley would agree to construct a municipal interconnect between the Greeley and District systems, to be located east of the Bellvue WTP.

The agreement obligates the City and the District to work in cooperation to manage risk, share certain reasonable project expenses and make the transition of transmission customers from Greeley to the District.

This is a capital project that the Water Enterprise budgeted for and considers a high priority for the continued public health of all customers, and for the best-practice operation of our water treatment and transmission infrastructure.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Up to \$550,000
What is the annual impact?	N/A

What fund of the City will provide Funding?	Water Operating 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?	N/A
Is this grant onetime or ongoing?	
Additional Comments:	The City will realize a significant cost advantage in the project defined by the IGA, utilizing a pump station acquired at value in 2020. The pump station's application and terms to transfer transmission main customers adds water system resiliency and public health security.

**Legal Issues:**

Section 3-5 of the Greeley City Charter and Section 2-461 of the Greeley Municipal Code authorize the City to enter into contracts with other governmental entities for the performance of cooperative or joint activities. Section 17-4(c) of the City Charter requires that any sale or exchange of water, including the exchange of water rights previously acquired by the Water and Sewer Department with enterprise funds, be approved by City Council. The divestment of water rights not being used or held for a governmental purpose may be authorized by ordinance. The City Attorney's Office has reviewed and approved the IGA and proposed ordinance as to legal form.

**Other Issues and Considerations:**

**Strategic Work Program Item or Applicable Council Priority and Goal:**

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

**Decision Options:**

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

**Council's Recommended Action:**

A motion to adopt the Ordinance Authorizing Entry into An Intergovernmental Agreement Regarding Bellvue Water Transmission Line Tap Transfers and Emergency Water Interconnect Operations with West Fort Collins Water District and Divestment of City-Owned Water Rights represented by Shares of Capital Stock in the North Poudre Irrigation Company.

**Attachments:**

- Ordinance
- Intergovernmental Agreement
- Presentation Slides

**CITY OF GREELEY, COLORADO  
ORDINANCE NO. 27, 2022**

**AN ORDINANCE AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL AGREEMENT WITH WEST FORT COLLINS WATER DISTRICT AND DIVESTMENT OF CITY-OWNED WATER RIGHTS REPRESENTED BY SHARES OF CAPITAL STOCK IN THE NORTH POUFRE IRRIGATION COMPANY**

WHEREAS, the City of Greeley ("City" or "Greeley") is authorized by Section 3-5 of the Greeley City Charter and Section 2-461 of the Greeley Municipal Code to enter into contracts with other governmental entities for the performance of cooperative or joint activities; and

WHEREAS, the City has for several decades provided extraterritorial water service to customers in Larimer County via connections from its Bellvue transmission lines, many of whom are located within the current service area of the West Fort Collins Water District; and

WHEREAS, the aforementioned transmission line taps are located on gravity pipelines that are subject to significant seasonal volume fluctuations and periodic maintenance outages that make it difficult to provide the taps and customers served thereby with consistent pressure and reliable service; and

WHEREAS, Greeley has reached an agreement with the West Fort Collins Water District ("District") whereby the City will transfer to the District thirty-five (35) such customers who are currently connected to the Bellvue transmission lines, in the form of the IGA Concerning Customer Transfer and Interconnect Operations attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the IGA Concerning Customer Transfer and Interconnect Operations contemplates the conveyance by Greeley to the District of nine (9) shares of capital stock in the North Poudre Irrigation Company ("NPIC Water Rights") to satisfy the raw water dedication requirements associated with service to the customers being transferred; and

WHEREAS, the IGA Concerning Customer Transfer and Interconnect Operations also contemplates the construction by the City of municipal interconnect infrastructure between the Greeley and District water supply systems, to offset certain costs allocated in the agreement and to provide each party with an alternate source of potable water in the event of a planned or emergency service disruption; and

WHEREAS, Section 17-4(c) of the Charter for the City of Greeley requires that any sale or exchange of water, including the divestment of water rights previously acquired by the Water and Sewer Department with enterprise funds, be approved by City Council; and

WHEREAS, the City Council may authorize by ordinance the divestment of water rights that are not being used nor held for a governmental purpose; and

WHEREAS, the Water and Sewer Board on June 15, 2022 made a finding that the NPIC Water Rights are not currently being used nor held for a governmental purpose, approved the IGA Concerning Customer Transfer and Interconnect Operations, and recommended the same action to City Council; and



WHEREAS, the City Council has determined that entry into the IGA Concerning Customer Transfer and Interconnect Operations with the West Fort Collins Water District and divestment of the NPIC Water Rights as contemplated therein, is in the best interests of the citizens of the City of Greeley.

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

Section 1. The City of Greeley, Colorado is authorized to enter into the IGA Concerning Customer Transfer and Interconnect Operations with the West Fort Collins Water District, in the form attached hereto and incorporated herein as Exhibit A.

Section 2. City staff and legal counsel are authorized to make minor revisions to the IGA Concerning Customer Transfer and Interconnect Operations before its execution, provided that the material substance of the agreement remains unchanged.

Section 3. The City Council finds that the NPIC Water Rights are not being used nor held for a governmental purpose and are surplus property unnecessary to retain for any governmental purpose.

Section 4. The City Council authorizes the divestment of the NPIC Water Rights to the West Fort Collins Water District, in accordance with the terms and conditions of the IGA Concerning Customer Transfer and Interconnect Operations.

Section 5. Upon the satisfaction of all relevant terms and conditions of the IGA Concerning Customer Transfer and Interconnect Operations, the City Council authorizes (i) the Mayor to execute deeds conveying the NPIC Water Rights, (ii) the Director of the Water and Sewer Department or his designee to execute all other documents necessary to complete the transactions contemplated, and (iii) City staff and legal counsel to undertake all other necessary and appropriate action to carry out the obligations of the City under the IGA.

Section 6. This Ordinance shall take effect immediately after its final publication.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_\_ DAY OF AUGUST 2022.**

**ATTEST**

**CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**INTERGOVERNMENTAL AGREEMENT**  
**CONCERNING CUSTOMER TRANSFER AND INTERCONNECT OPERATIONS**

This INTERGOVERNMENTAL AGREEMENT CONCERNING CUSTOMER TRANSFER AND INTERCONNECT OPERATIONS (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation acting by and through its Water Enterprise (“City” or “Greeley”) and WEST FORT COLLINS WATER DISTRICT, a Colorado special district (“WFCWD”).

Recitals

WHEREAS, the City has for many years provided extraterritorial potable water service to several customers within Larimer County via taps connected directly to its Bellvue Transmission Line; and

WHEREAS, the WFCWD developed and expanded over the course of time that such water service was being provided by the City, such that thirty-five of such customers in Larimer County served extraterritorially by the City are now located within the service area of WFCWD; and

WHEREAS, the City and WFCWD accordingly desire to facilitate a transfer of these thirty-five customers from the City to WFCWD; and

WHEREAS, the City and WFCWD also have a common and continuing interest in ensuring that their respective customers have access to a safe and reliable supply of potable water into the future; and

WHEREAS, the City and WFCWD accordingly desire to construct and operate interconnect infrastructure between their respective water supply systems to facilitate the future lease or trade of water between the parties as may be convenient or necessary in the event of planned or unplanned water system shut down; and

WHEREAS, WFCWD desires to complete in 2023 repairs to a water pipeline owned by WFCWD and located along Larimer County Road 54E, which pipeline provides water service to WFCWD customers located south and west of the Cache la Poudre River; and

WHEREAS, the City and WFCWD have reached a comprehensive understanding regarding the transfer of customers currently served via the City’s Bellvue Transmission Line, and regarding the construction and operation of interconnect infrastructure between the City and WFCWD water systems, and desire to reduce that understanding to writing;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and WFCWD agree as follows.

Agreement

1. Term of Agreement. The term of this Agreement commences on the date it is mutually executed by the City and WFCWD, and shall continue for a period of twenty five (25) years from its commencement unless and until terminated by either the City or WFCWD in accordance with Section 8 below.

2. Transfer of Transmission Tap Customers. In accordance with the schedule set forth more particularly below, Greeley hereby agrees to transfer the obligation to provide water service, and WFCWD hereby agrees to accept the transfer and assume such obligation, to the parcels of real property and

associated landowner customers described on Exhibit A (“Transmission Tap Customers”). All transfers of Transmission Tap Customers from the City to WFCWD completed pursuant to this Agreement shall be permanent. The City shall not be required under any circumstances to reverse a transfer or reassume the obligation to provide water service to a Transmission Tap Customer if this Agreement expires or is properly terminated after such transfer of the Transmission Tap Customer is completed.

2.1 Plant Investment Fees. WFCWD shall not charge the City nor any of the Transmission Tap Customers any tap or plant investment fees that would otherwise be due and payable by a customer requesting the initiation of water service from WFCWD.

2.2 Costs of Customer Transfer to WFCWD System. WFCWD shall facilitate and bear all of the costs and expenses associated with physically disconnecting the Transmission Tap Customers from the Bellvue Transmission Line and for subsequently connecting such customers to the WFCWD water system.

2.3 Process for Customer Transfer to WFCWD System. WFCWD shall disconnect the Transmission Tap Customers from the Bellvue Transmission Line to the specifications and standards of the City. WFCWD shall notify the City no less than 14 days prior to each instance of disconnecting a tap from the Bellvue Transmission Line, and provide the City with the opportunity to inspect all infrastructure associated with the point of disconnection to the Bellvue Transmission Line before, during, and after WFCWD performs such transfer (i.e., disconnection from the Bellvue Transmission Line and connection to the WFCWD system). WFCWD shall notify all Transmission Tap Customers prior to disconnection and receive all Transmission Tap Customer concerns arising from the transfers. The City and WFCWD shall cooperate and work together in good faith to resolve any such concerns. If WFCWD hires a third-party contractor to complete any work associated with the transfer of Transmission Tap Customers, it shall require that third-party contractor to comply with the obligations of this Section 2.3.

2.4 Raw Water Dedication. In satisfaction of the WFCWD raw water dedication requirements associated with providing water service to the Transmission Tap Customers transferred, the City agrees to convey nine (9) shares of capital stock in the North Poudre Irrigation Company to WFCWD in accordance with the schedule set forth more particularly below. The City shall effect such transfers by (i) execution of a quitclaim deed, and a stock assignment in a form acceptable to the North Poudre Irrigation Company, and (ii) delivery of an original stock certificate representing the shares to be transferred. The City shall pay for any standard fees assessed by the North Poudre Irrigation Company to effect such transfers.

2.5 Schedule of Customer and Raw Water Transfers. WFCWD agrees to complete the transfer of all Transmission Tap Customers no later than December 31, 2023. The City agrees to provide the raw water described in paragraph 2.4 above to WFCWD in two transfers: i) upon, and in exchange for, the completed transfer of the first fifteen (15) Transmission Tap Customers, the City shall transfer four (4) shares of capital stock in the North Poudre Irrigation Company; and ii) upon, and in exchange for, the completed transfer of the remaining twenty (20) Transmission Tap Customers, the City shall transfer an additional five (5) shares of capital stock in the North Poudre Irrigation Company. WFCWD shall notify the City upon completion of such transfers and provide the City with an opportunity to inspect the infrastructure associated with the transfers. Upon verification by the City that the first fifteen (15) transfers have been completed to the to the specifications and standards of the City, the City shall promptly affect the transfer of four (4) shares of capital stock in the North Poudre Irrigation Company to WFCWD. Upon verification by the City that the remaining twenty (20) transfers have been completed to the to the specifications and

standards of the City, the City shall promptly effect the transfer of an additional five (5) shares of capital stock in the North Poudre Irrigation Company to WFCWD.

3. Construction of Interconnect Infrastructure. The City shall design and construct a pump station and the necessary associated facilities to establish an interconnect between the Greeley and WFCWD water supply systems (“Interconnect Infrastructure”), which the parties anticipate to be located immediately along Larimer County Road 54E, approximately 1,700 feet southwest of the intersection of Larimer County Road 54E and Highway 287 and used for the purposes described in this Agreement. It is the intent of the parties that Greeley design all components of the Interconnect Infrastructure and construct all components of the Interconnect Infrastructure, except for that portion of the Interconnect Infrastructure that connects the pump station to the WFCWD water pipelines along Larimer County Road 54E. Thus, the Interconnect Infrastructure may be described as consisting of three parts: i) a pump station facility, which may include, but is not limited to a pump enclosure, pump skid, vault, controls, power facilities, valves, and associated infrastructure (“Pump Station Facility”), ii) infrastructure that connects the City’s Bellvue Transmission Line to the Pump Station Facility (“Greeley Interconnect Infrastructure”), and iii) infrastructure that connects WFCWD’s water pipeline(s) to the Pump Station Facility (“WFCWD Interconnect Infrastructure”). The City shall be solely responsible for the costs of: i) the design of the Interconnect Infrastructure and ii) construction and real property acquisition for the Pump Station Facility, up to a total maximum cost of five hundred and fifty thousand dollars (\$550,000). The City shall also be solely responsible for the costs of construction for the Greeley Interconnect Infrastructure. WFCWD shall be solely responsible for the costs of construction for its WFCWD Interconnect Infrastructure. Costs for the design of the Interconnect Infrastructure and construction of the Pump Station Facility in excess of five-hundred and fifty thousand dollars (\$550,000) shall be divided equally between the City and WFCWD. The City and WFCWD agree to cooperate in good faith, and pursuant to any separate written agreement as necessary, in obtaining any licenses and permits necessary for the construction and installation of the Interconnect Infrastructure. The City shall give WFCWD a reasonable opportunity to review and approve the final design and construction plans for the Interconnect Infrastructure in advance of commencing construction, and shall use reasonable and good faith efforts to complete construction of the Pump Station Facility and Greeley Interconnect Infrastructure by March 31, 2023. The City shall retain sole ownership of the Pump Station Facility and Greeley Interconnect Infrastructure after it is constructed and operational, and WFCWD shall retain sole ownership of the WFCWD Interconnect Infrastructure after it is constructed and operational. The City and WFCWD shall each bear one-half of any ongoing costs and expenses associated with operating, maintaining, and repairing the Pump Station Facility. The City will invoice WFCWD for its share of ongoing costs and expenses associated with the Pump Station Facility on an annual basis, and all such invoices shall be paid by WFCWD within thirty (30) days of receipt.

4. Operation of Interconnect. After the Interconnect Infrastructure is constructed and operational, and subject to the terms and conditions of this Section 4, the City and WFCWD agree to provide each other with a backup supply of potable water in the event of a service disruption, whether such disruption is due to planned maintenance or an unanticipated emergency (“Interconnect Water”).

4.1 Request for Interconnect Water; Anticipated Service Disruption. In the event that either the City or WFCWD needs Interconnect Water during an anticipated service disruption due to maintenance, repairs, or other reasonably foreseeable operational reason, the City or WFCWD shall request the delivery of Interconnect Water from the other party in writing no less than thirty (30) days in advance of the date upon which delivery of such water would commence. The request shall include (i) the desired date upon which deliveries of Interconnect Water would commence, (ii) the volume of Interconnect Water needed daily and any anticipated fluctuations in such daily volume, and (iii) the anticipated period of time that Interconnect Water will be needed. Upon receipt of a request for Interconnect Water due to an anticipated service disruption, the providing party shall confirm within ten (10) days whether it can/will fulfill the request. The City and WFCWD

agree to consider in good faith all requests for delivery of Interconnect Water, but the providing party may grant or deny any such request in its sole discretion.

4.2 Request for Interconnect Water; Emergency Service Disruption. In the event that either the City or WFCWD needs Interconnect Water during an unanticipated service disruption due to emergency, the City or WFCWD may request the delivery of Interconnect Water from the other party either verbally or in writing. The request shall include (i) the desired date on which deliveries of Interconnect Water would commence, (ii) the volume of Interconnect Water needed daily and any anticipated fluctuations in such daily volume, (iii) the anticipated period of time that Interconnect Water will be needed, and (iv) the source of raw water to be made available by the requesting party. Upon the receipt of a request for Interconnect Water due to an emergency service disruption, the providing party shall confirm either verbally or in writing as soon as reasonably practical whether it can and will fulfill the request. The City and WFCWD agree to consider in good faith all requests for delivery of Interconnect Water, but the providing party may grant or deny any such request in its sole discretion. In the event that a request for Interconnect Water during an unanticipated service disruption due to emergency is made and approved verbally pursuant to Section 4.2 above, the City and WFCWD shall work together to create a written retroactive accounting of the raw water requirements for the measured volume of Interconnect Water delivered and the total payment due to the party providing Interconnect Water under Section 4.5 below.

4.3 Raw Water Supplies for Interconnect Water Deliveries. Subject to any required consents or approvals from, and in accordance with the Rules and Regulations of the Northern Colorado Water Conservancy District, a party requesting Interconnect Water shall make available to the party providing Interconnect Water raw water in the form of project units of the Colorado-Big Thompson Project ("C-BT Units"), in the amount of one hundred and ten percent (110%) of the total volume of Interconnect Water to be delivered to the requesting party. This requirement is equal to one hundred percent (100%) of the Interconnect Water delivered, plus an additional allowance of ten percent (10%) to account for treatment and system delivery losses. The provision of C-BT Units by either party in exchange for the delivery of Interconnect Water 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. Any fees related to making C-BT Units available to a party providing Interconnect Water under this Agreement shall be the responsibility of the party requesting Interconnect Water.

4.4 Measurement and Accounting Requirements. The Interconnect Infrastructure shall be equipped with water meters that may be operated and maintained to record both cumulative flow and, as needed, maximum hourly and maximum daily flow rates within the accuracy prescribed by current American Water Works Standards. The City and WFCWD shall respectively measure and account for raw water transferred and Interconnect Water delivered pursuant to this Agreement, and make such data available to the other party upon request.

4.5 Rates for Interconnect Water; Billing and Payment. A party receiving delivery of Interconnect Water pursuant to this Section 4 shall pay a rate per one thousand (1,000) gallons equal to one hundred and five percent (105%) of the actual costs of treating the water at that party's treatment plant, based upon that party's reasonable good faith determination of the cost per one thousand (1,000) gallons of water treated during the six (6)-month period immediately preceding the delivery of Interconnect Water. The party providing Interconnect Water shall issue invoice(s) on a monthly basis, and all such invoices shall be paid within thirty (30) days of receipt.

4.6 Water Quality. Any Interconnect Water delivered by the City or by WFCWD

through the Interconnect Infrastructure as contemplated by this Agreement shall at all times be treated and suitable for human consumption, and of a water quality that complies with the provisions of any lawful statute, regulation, or ordinance of general applicability limiting, regulating, or prescribing the quality of potable water.

4.7 Restriction on Backflow. Unless specifically authorized in writing by a party providing Interconnect Water, a party requesting Interconnect Water pursuant to this Section 4 shall not cause nor allow any water from its own system to flow into the system of the party providing Interconnect Water.

5. No Vested Interest or Modification of Ownership Interests. Nothing in this Agreement is intended or shall be construed to modify the existing ownership interests of either the City or WFCWD in their respective water rights portfolios, water supply infrastructure, treatment and transmission systems, or equipment and facilities of any kind. Neither the City nor WFCWD shall make any claim, whether in law or equity, to the existing ownership interests of the other party by virtue of the operations contemplated by this Agreement.

6. No Integrated System. Nothing in this Agreement is intended or shall be construed to create between the City and WFCWD systems an integrated system within the meaning of the Colorado Primary Drinking Water Regulations, 5 C.C.R. § 1002-11, *et seq.*, or within the meaning of the Water Right Determination and Administration Act of 1969, C.R.S. § 37-92-101, *et seq.*

7. Notice. The City and WFCWD shall give any notice required under this Agreement using the contact information listed below. Such notice is adequate if (a) hand-delivered, (b) provided by certified or registered mail, return receipt requested, or (c) sent via email, if receipt is acknowledged or no bounce back or other notice of delivery disruption is received. The City and WFCWD shall promptly notify the other party if the appropriate contact information for notice changes.

For the City of Greeley: City of Greeley Water and Sewer Department  
Attn: Director of Water and Sewer  
1001 11<sup>th</sup> Avenue, Second Floor  
Greeley, Colorado 80631  
Email: sean.chambers@greeleygov.com;  
water@greeleygov.com

With copy to: City of Greeley City Attorney's Office  
Attn: Environmental and Water Resources  
1100 10<sup>th</sup> Street, Suite 401  
Greeley, Colorado 80631  
Email: daniel.biwer@greeleygov.com;  
cityattorney@greeleygov.com

For WFCWD: West Fort Collins Water District  
Attn: General Manager  
PO Box 426  
Laporte, Colorado 80535  
Email: doug@wfcwdist.com

With copy to: Anderson Consulting Engineers  
Attn: Scott Parker  
375 E Horsetooth Rd #5101

Fort Collins, Colorado 80525  
Email: [scott.parker@acewater.com](mailto:scott.parker@acewater.com)

Merrick & Company  
Attn: Christine Sednek  
2480 W 26<sup>th</sup> Ave Unit B225  
Denver, Colorado 80211  
Email: [christine.sednek@merrik.com](mailto:christine.sednek@merrik.com)

8. Default and Termination; Waiver. In the event either the City or WFCWD fails to comply with the terms and conditions of this Agreement, such failure constitutes a default of this Agreement and the non-defaulting party may give notice of the perceived default in accordance with Section 7 above. The defaulting party is then entitled to a period of ninety (90) days from receipt of the notice within which to cure the default. Upon the cure of any such default during this period, this Agreement will remain in full force and effect.

8.1 If any declared default remains uncured after the ninety-day cure period described above, or after any extension of the cure period mutually agreed to by the parties, the non-defaulting party may immediately terminate this Agreement with written notice to the defaulting party. Nothing in this Agreement should be construed to limit either party from seeking damages or pursuing available remedies upon the termination of this Agreement for default. The prevailing party in any legal action arising out of a default of this Agreement shall be entitled to the recovery of reasonable costs and attorneys' fees.

8.2 The failure of either the City or WFCWD to declare a default does not establish a precedent nor constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement. Any such waiver of breach must be made explicitly in writing.

9. Governmental Immunity; Indemnification and Liability. The City and WFCWD are public entities, as that term is defined pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Nothing in this Agreement should be construed to limit or alter the benefits and responsibilities to which the City and WFCWD are entitled pursuant to the Colorado Governmental Immunity Act. The City and WFCWD respectively shall defend any and all claims for injuries or damages, in accordance with the requirements and limitations of the Colorado Governmental Immunity Act, that occur as a result of the negligent or intentional acts or omissions of their own officers, agents, employees, or assigns. The City and WFCWD respectively shall be responsible for any and all claims for injuries or damages caused by any negligent acts or omissions of their own officers, employees, agents, and assignees performing functions or activities upon the property of the other party.

10. No Public Utilities Commission Control. The City and WFCWD, including their employees and elected or appointed officials, shall not assert nor support any statement, policy, petition, rule-making, or legislative attempt to place the City or WFCWD water supply systems under the authority or jurisdiction of the Colorado Public Utilities Commission, whether by virtue of this Agreement or otherwise.

11. Restriction on Assignment. The rights and obligations set forth in this Agreement are particular to and vested solely in the City and WFCWD. Neither the City nor WFCWD shall assign any of its interest in this Agreement, and any purported assignment of this Agreement by either the City or WFCWD shall be considered null and void.

12. Jurisdiction and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any dispute arising out of this Agreement is the Larimer County District Court.

13. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action related thereto, are strictly reserved to the City and WFCWD. Nothing in this Agreement should be construed to allow any claim, right, or cause of action by any person or entity not a party to this Agreement, including, without limitation, any of the Transmission Tap Customers. Any person or entity other than the City or WFCWD that realizes a service or benefit under this Agreement is an incidental beneficiary only.

14. Severability. In the event one or more clauses in this Agreement are found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless be valid and binding upon the City and WFCWD, unless the absence of such clause(s) would destroy the intent and purpose of this Agreement.

15. Review by Legal Counsel. The City and WFCWD acknowledge that each party had the opportunity to review this Agreement with its respective legal counsel, and that this Agreement should not be construed nor interpreted against a drafting party.

16. Integration and Amendment. This Agreement constitutes a complete integration of the understandings and agreement between the City and WFCWD. No representations, negotiations, or warranties, express or implied, exist between the City and WFCWD except as explicitly set forth in this Agreement. This Agreement may only be amended in a writing duly authorized and executed by the City and WFCWD.

17. Counterparts. The parties may execute this Agreement in counterparts, each of which and the combination of which when signed by both the City and WFCWD may be deemed original and together constitute a single contract.

IN WITNESS WHEREOF, the City of Greeley and West Fort Collins Water District have authorized and executed this Intergovernmental Agreement concerning Customer Transfer and Interconnect Operations on the dates set forth below.

**[Signature Page Follows]**



**THE CITY OF GREELEY,**  
a Colorado home rule municipal corporation  
acting by and through its Water Enterprise

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

As to Legal Form:

By: \_\_\_\_\_  
City Attorney

As to Availability of Funds:

By: \_\_\_\_\_  
Director of Finance

**WEST FORT COLLINS WATER DISTRICT**  
a Colorado special district

By: Karl Hoff

Date: 4/4/2022

Name: Karl Hoff

Title: President, Board of Directors  
West Fort Collins Water District

ATTEST

By: Doug Bigge

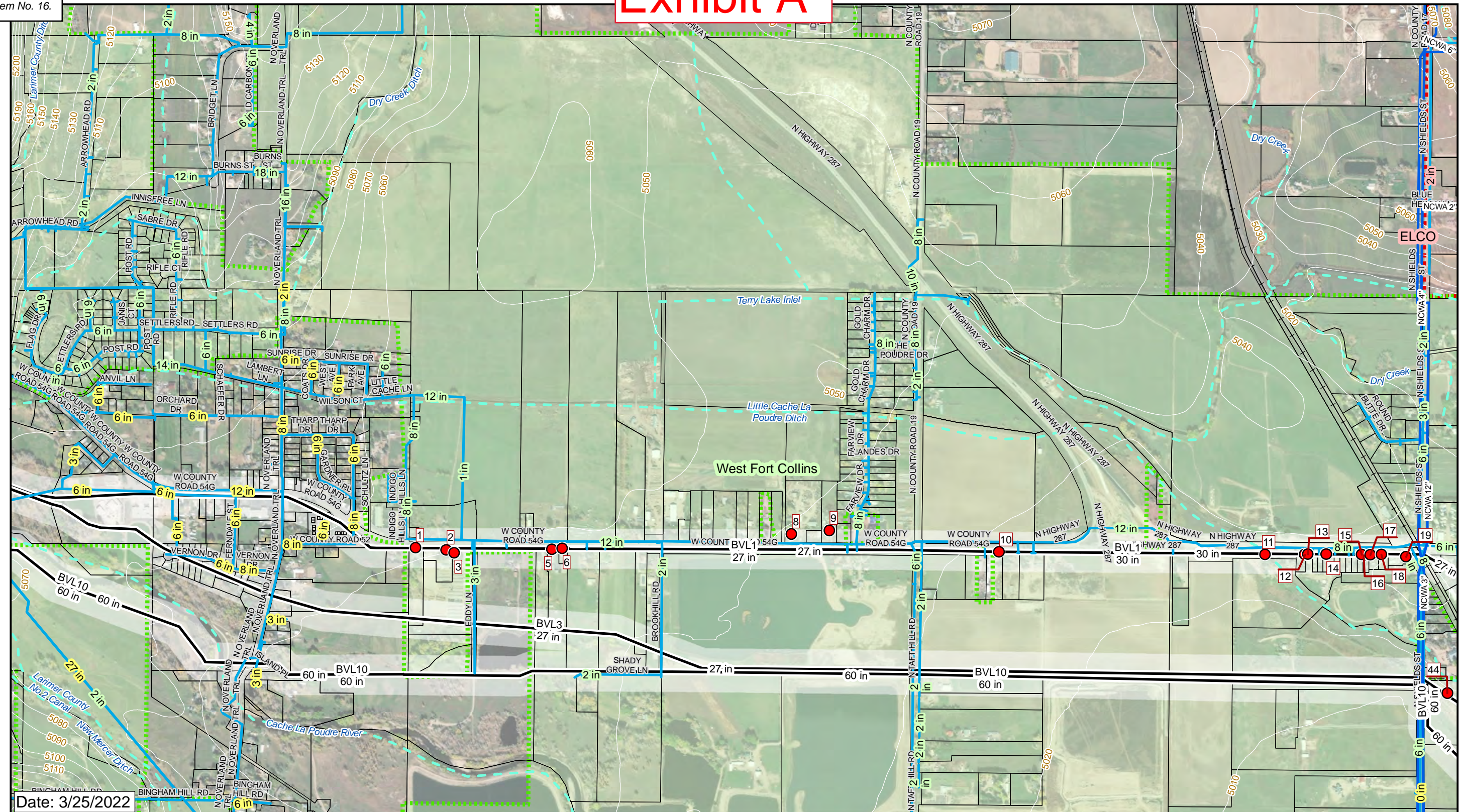
Date: 6/4/2022

Name: Doug Bigge

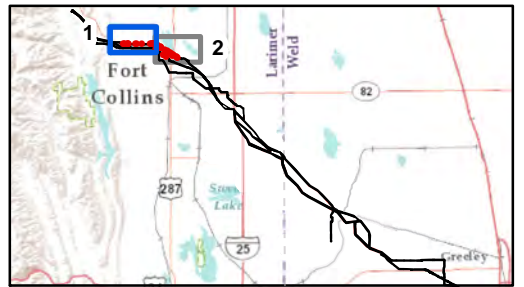
Title: General Manager  
West Fort Collins Water District

# Exhibit A

Item No. 16.

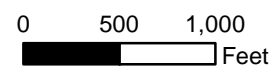


Date: 3/25/2022



Note: Pipe label color indicates source

8" -- WFCWD	8" -- FCLWD
8" -- ELCO	8" -- NWCWD
8" -- FC	8" -- Windsor

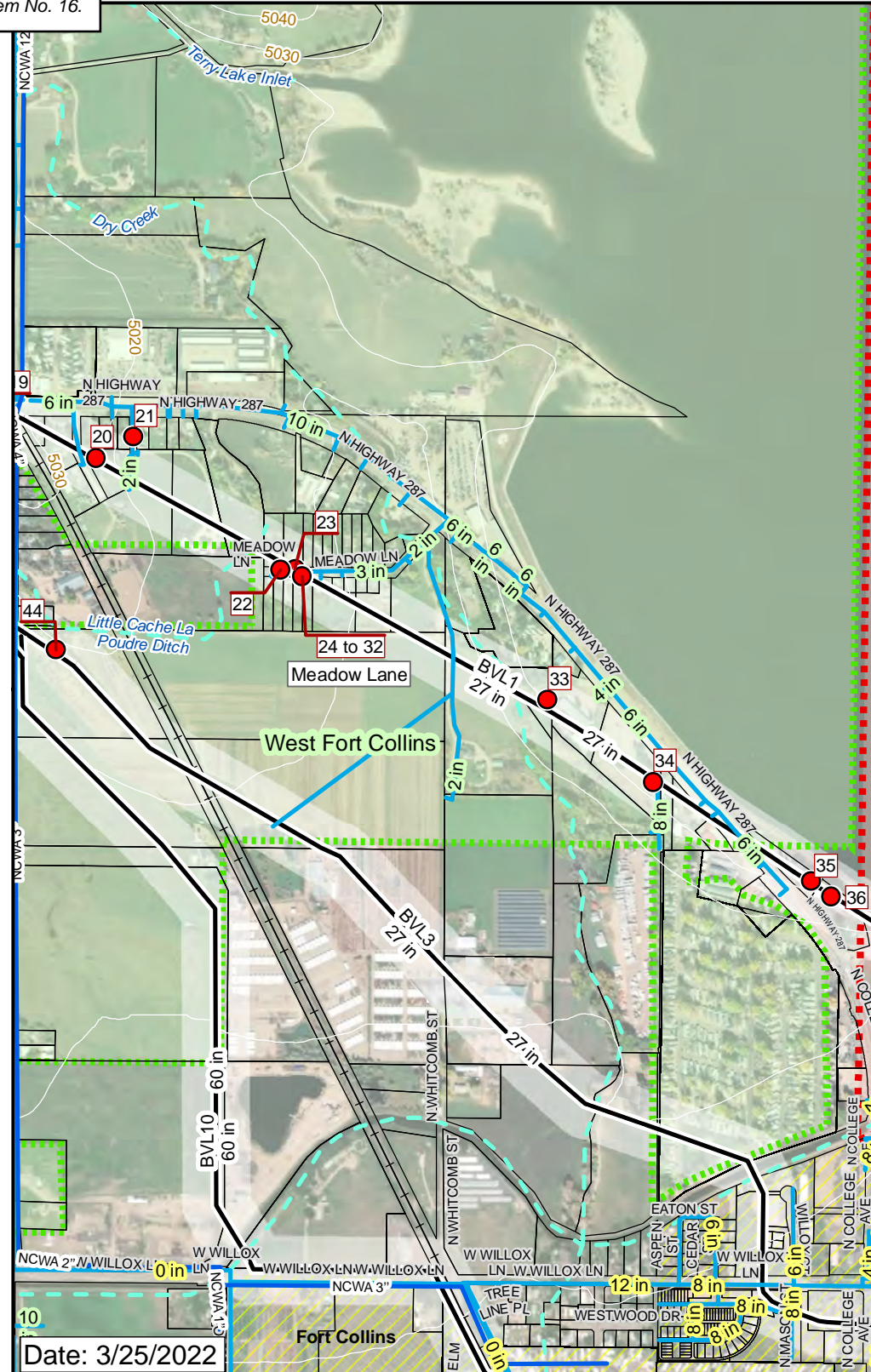


Bellvue Meters	East Larimer County Water District
Bellvue Transmission Mains	Fort Collins - Loveland Water District
Water Lines (see note)	North Weld County Water District
Streams/Canals	West Fort Collins Water District
Railroads	Municipal Areas
Parcel Lines	

## Bellvue Transmission Main Meters

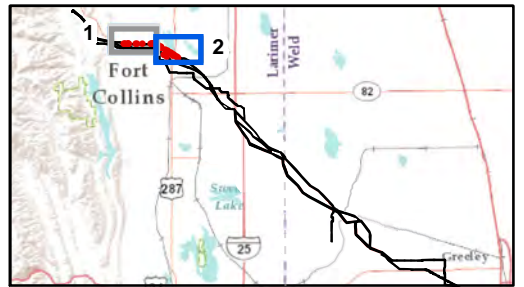
# Exhibit A

Item No. 16.



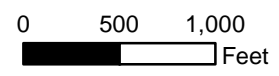
Map ID 2022	NAME	ParcNum County	BILL_NAME	Name1_County	Name2_County	Address_Local_County	Address_Mail_County
1	SCHUBERT SHERRY	9833000009	DE LA CRUZ, PHILLIP	SCHUBERT SHERRY		3029 W COUNTY ROAD 54G, FORT COLLINS, CO 80524	3029 W COUNTY ROAD 54G, FORT COLLINS, CO 80524
2	ROBERTS JAMES D/CYNTHIA L	9833000016	RICE, JAMES P	ROBERTS JAMES D/CYNTHIA L		3005 W COUNTY ROAD 54G, LAPORTE, CO 80535	PO BOX 485, LAPORTE, CO 80535
3	ROBERTS JAMES DEAN	9833000024	PLANTORIUM	ROBERTS JAMES DEAN	CINDY L	2933 W COUNTY ROAD 54G, FORT COLLINS, CO 80524	PO BOX 485, LAPORTE, CO 80524
5	STILL, HERBERT	9833000007	STILL, HERBERT	STILL HERBERT WILLIAM	MILDRED LORENA	2801 W COUNTY ROAD 54G, FORT COLLINS, CO 80524	2801 W COUNTY ROAD 54G, FORT COLLINS, CO 80524
6	WHITAKER RUSSELL J/RUSSELL B	9833000017	STILL, HERB	WHITAKER ROSEMARY/RUSSELL J		2729 W COUNTY ROAD 54G, FORT COLLINS, CO 80524	2729 W COUNTY ROAD 54G, FORT COLLINS, CO 80524
8	UTHMANN, ROGER & VICKI	9828400009	UTHMANN, ROGER & VICKI	UTHMANN ROGER D/VICKI L		2316 W COUNTY ROAD 54G, FORT COLLINS, CO 80524	2577 MOEN RANCH RD, VIRGINIA DALE, CO 80524
9	Jack Dickson	9828400033	DICKSON, JACK L	DICKSON JACK L		2220 W COUNTY ROAD 54G, FORT COLLINS, CO 80524	2220 W COUNTY ROAD 54G, FORT COLLINS, CO 80524
10	JESSER, JOHN	9834000014	AUNE, GALE K	JESSER JOHN A/CONNIE M		1909 W COUNTY ROAD 54G, FORT COLLINS, CO 80524	1909 W COUNTY ROAD 54G, FORT COLLINS, CO 80524
11	MODESITT, BRADLEY W	9834110701	MODESITT, BRADLEY W	MODESITT BRAD/LINDSEY TRUST		1329 N HIGHWAY 287, FORT COLLINS, CO 80524	2411 N SHIELDS ST, FORT COLLINS, CO 80524
12	SHORKEY, JAMES H & RICKI L	9834000022	SHORKEY, JAMES H & RICKI L	SHORKEY JAMES H	RICKI L	1313 N HIGHWAY 287, FORT COLLINS, CO 80524	1313 N HIGHWAY 287, FORT COLLINS, CO 80524
13	PEREGOY, LINDA	9834000023	PEREGOY, LINDA	BOX LINDA A/RANDY L SR		1309 N HIGHWAY 287, FORT COLLINS, CO 80524	1309 N HIGHWAY 287, FORT COLLINS, CO 80524
14	MORRIS, W H	9834000018	MORRIS, W H	GUNG HO LLC		1229 N HIGHWAY 287, FORT COLLINS, CO 80524	1229 N HIGHWAY 287, FORT COLLINS, CO 80524
15	SPENCER, ALLAN & LINDA	9834000020	SPENCER, ALLAN & LINDA	HAENSCHEN JUDITH A TRUST		1209 N HIGHWAY 287, FORT COLLINS, CO 80524	2803 SILVER FOX RD, FORT COLLINS, CO 80524
16	MARTINEZ, ARTHUR & RHONDA	9834000019	MARTINEZ, ARTHUR & RHONDA	MARTINEZ RHONDA		1205 N HIGHWAY 287, FORT COLLINS, CO 80524	1205 N HIGHWAY 287, FORT COLLINS, CO 80524
17	GUTZWILLER, MICHAEL	9834000004	GUTZWILLER, MICHAEL	GUTZWILLER MICHAEL J		1201 N HIGHWAY 287, FORT COLLINS, CO 80524	1201 N HIGHWAY 287, FORT COLLINS, CO 80524
18	RUSSELL, PATRICK & SALLY	9834000003	RUSSELL, PATRICK & SALLY	RUSSELL PATRICK R	SALLY A	1125 N HIGHWAY 287, FORT COLLINS, CO 80524	2826 FLEET DR, FORT COLLINS, CO 80524
19	ROCKY MOUNTAIN ADVENTURES	9834000001	ADVENTURES	RMA PROPERTIES LLC		1117 N HIGHWAY 287, FORT COLLINS, CO 80524	121 S WHITCOMB ST, FORT COLLINS, CO 80524
20	Daniel Miller	9835205008		CADY MAURICE D REVOCABLE TRUST		1005 N HIGHWAY 287, FORT COLLINS, CO 80524	933 N HIGHWAY 287, FORT COLLINS, CO 80524
21	FARR PAULINE C/JOANN	9835205005	FARR, PAULINE	FARR PAULINE C/JOANN		925 N HIGHWAY 287, FORT COLLINS, CO 80524	12525 RIST CANYON RD, BELLVUE, CO 80524
22	DELUDE, GREGORY M	9835200029	DELUDE, GREGORY M	WEBBER MICHAEL	HIROTA LYNNE	132 MEADOW LN, FORT COLLINS, CO 80524	132 MEADOW LN, FORT COLLINS, CO 80524
23	BUNGER, RICK	9835200028	BUNGER, RICK	BUNGER RICHARD K		126 MEADOW LN, FORT COLLINS, CO 80524	126 MEADOW LN, FORT COLLINS, CO 80524
24	MTN VIEW MEADOWS WATER ASSOC	9835200033	MTN VIEW MEADOWS WATER AS	HOWARD CATHERINE C	FINN KEVIN	127 MEADOW LN, FORT COLLINS, CO 80524	127 MEADOW DR, FORT COLLINS, CO 80524
25	MTN VIEW MEADOWS WATER ASSOC	9835200033	MTN VIEW MEADOWS WATER AS	HOWARD CATHERINE C	FINN KEVIN	127 MEADOW LN, FORT COLLINS, CO 80524	127 MEADOW DR, FORT COLLINS, CO 80524
26	MTN VIEW MEADOWS WATER ASSOC	9835200033	MTN VIEW MEADOWS WATER AS	HOWARD CATHERINE C	FINN KEVIN	127 MEADOW LN, FORT COLLINS, CO 80524	127 MEADOW DR, FORT COLLINS, CO 80524
27	MTN VIEW MEADOWS WATER ASSOC	9835200033	MTN VIEW MEADOWS WATER AS	HOWARD CATHERINE C	FINN KEVIN	127 MEADOW LN, FORT COLLINS, CO 80524	127 MEADOW DR, FORT COLLINS, CO 80524
28	MTN VIEW MEADOWS WATER ASSOC	9835200033	MTN VIEW MEADOWS WATER AS	HOWARD CATHERINE C	FINN KEVIN	127 MEADOW LN, FORT COLLINS, CO 80524	127 MEADOW DR, FORT COLLINS, CO 80524
29	MTN VIEW MEADOWS WATER ASSOC	9835200033	MTN VIEW MEADOWS WATER AS	HOWARD CATHERINE C	FINN KEVIN	127 MEADOW LN, FORT COLLINS, CO 80524	127 MEADOW DR, FORT COLLINS, CO 80524
30	MTN VIEW MEADOWS WATER ASSOC	9835200033	MTN VIEW MEADOWS WATER AS	HOWARD CATHERINE C	FINN KEVIN	127 MEADOW LN, FORT COLLINS, CO 80524	127 MEADOW DR, FORT COLLINS, CO 80524
31	MTN VIEW MEADOWS WATER ASSOC	9835200033	MTN VIEW MEADOWS WATER AS	HOWARD CATHERINE C	FINN KEVIN	127 MEADOW LN, FORT COLLINS, CO 80524	127 MEADOW DR, FORT COLLINS, CO 80524
32	MTN VIEW MEADOWS WATER ASSOC	9835200033	MTN VIEW MEADOWS WATER AS	HOWARD CATHERINE C	FINN KEVIN	127 MEADOW LN, FORT COLLINS, CO 80524	127 MEADOW DR, FORT COLLINS, CO 80524
33	FELLER, RICHARD	9835100028	FELLER, RICHARD	FELLER RICHARD W	BARBARA C	425 N HIGHWAY 287, FORT COLLINS, CO 80524	300 CAMINO REAL, FORT COLLINS, CO 80524
34	ADAMS, CORINA	9835100009	ADAMS, CORINA	ASSOCIATES OF POUDE VALLEY LLC		333 N HIGHWAY 287, FORT COLLINS, CO 80524	28587 CLOVER LN, EVERGREEN, CO 80524
35	DEBORD INVESTMENTS LLC	9835400027		DEBORD INVESTMENTS LLC		200 N HIGHWAY 287, FORT COLLINS, CO 80524	1232 BELLEVIEW DR, FORT COLLINS, CO 80524
36	287 SUPPLY	9835400001	287 SUPPLY	LONGHORN LAND HOLDINGS LLC		120 N HIGHWAY 287, FORT COLLINS, CO 80524	9939 N COUNTY ROAD 7, WELLINGTON, CO 80524
44	MERRIAM GST EXEMPT TRUST UNDER THE	9835400010	MURRAY, KAREN	MERRIAM GST EXEMPT TRUST	MERRIAM KAREN E REVOCABLE TRUST	2024 N SHEILDS	2823 W LAKE ST, FORT COLLINS, CO 80524

Note:  
Meters 4 and 7: Details were not included due to meters not being a part of the COG/WFCWD transaction.  
Meters 37 through 43: Details were not included due to meters not being a part of the COG/WFCWD transaction.



Note: Pipe label color indicates source

8" -- WFCWD	8" -- FCLWD
8" -- ELCO	8" -- NWCWD
8" -- FC	8" -- Windsor



Bellvue Meters	<b>Water Service Boundaries</b>
Bellvue Transmission Mains	East Larimer County Water District
Water Lines (see note)	Fort Collins - Loveland Water District
Streams/Canals	North Weld County Water District
Railroads	West Fort Collins Water District
Parcel Lines	Municipal Areas

## Bellvue Transmission Main Meters

# Greeley – West Fort Collins Water District Proposed Intergovernmental Agreement

**Presented to City Council**

**August 2, 2022**



# Purpose of the Agreement

**Transfer of 35 Greeley Transmission Main Customers to West Fort Collins Water District, and the Construction of an Emergency Water Interconnect**



Item No. 16.



# IGA Project Mapping



# Key Elements of the IGA

## Transfer of Laporte area transmission taps off the Greeley system to WFCWD

- Taps were granted to landowners providing easements
- Taps are on gravity transmission mains are close to WTP, and create operational challenges and costs to Greeley
- West Ft. Collins Water District will construct the connections to their system by 12/31/2023
- Requires Greeley to provide raw water to serve each of the transferred customers
- Greeley to dedicate 9 units of NPIC capital stock to meet raw water requirements



# Additional Elements

## **Construction of a bi-directional municipal water emergency interconnection**

- **Location: South of Greeley's Bellvue Water Plant**
- **Pump station and valves will provide access to emergency water for Greeley and WFCWD**
- **WFCWC receives treated water from Ft. Collins Utilities and pressurized system at Bellvue**
- **Greeley will pay to install interconnection station**





# Mutually Beneficial IGA

- **Emergency interconnect provides water system resiliency and emergency operations for both municipal water providers**
- **Tap transfer reduces operational challenges**
- **Customers will receive more affordable service**
- **Cost of transfers is minimized by Greeley's ownership of pumps and materials**
- **Raw water from NPIC stock has no applicable governmental use in the Greeley system**



**35 outside city customer get water directly off Greeley transmission line**

# Water & Sewer Board Review

**The W&S Board reviewed the proposed IGA at their June 15<sup>th</sup> meeting**

- **The Board found that the IGA is consistent with master plan prioritization to transfer historic taps off the western areas of the transmission mains to the local water providers**
- **W&S Dept. Staff support the Ordinance and concur with the Board's findings**

**The Board reviewed, approved and recommended to Council the approval of the IGA with West Fort Collins Water District and the associated transfer of NPIC stock**

# Questions?



# Council Agenda Summary

August 2, 2022

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

**Title:**

Public hearing and final reading of an ordinance authorizing the sale of city-owned property located in SE¼ of Section 18, Township 6 North, Range 66 West of the 6th P.M. in Weld County, Colorado (Thayer)

**Summary:**

In 2019, the City of Greeley purchased a 131 +/- acre farm in Weld County, (known internally as the “Thayer Farm”). The farm was acquired for the three shares of stock in the Larimer and Weld Irrigation Company and four shares of stock in the Windsor Reservoir and Canal Company (Water Rights). Greeley had an appraisal done on the farm and Water rights in 2019 and the land appraised for \$9,500 per acre. Since that time, the City has leased the Thayer Farm, along with the Water Rights, to a tenant farmer in order to maintain the beneficial use of the Water Rights on the historically irrigated land. In 2022, the City negotiated a purchase offer for the Thayer Farm for \$1,400,000 or \$10,600 per acre. The City will retain the Water Rights; no water rights are part of the sale. A dry-up covenant, revegetation covenant, and a leaseback of the Water Rights to the buyer are part of the agreement.

The Water and Sewer Board authorized the sale at its June 15, 2022, meeting and recommended that City Council authorize the same.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$1,400,000
What is the annual impact?	None
What fund of the City will provide Funding?	Water Acquisition Fund – Revenue Received
What is the source of revenue within the fund?	Cash-In-Lieu
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:**

Section 17-4(c) of the City Charter requires that any sale or exchange of water, water and sewer facilities or land, including the sale of real property previously acquired by the Water and Sewer Department with enterprise funds, be approved by City Council. The divestment of real property not being used or held for a governmental purpose

may be authorized by ordinance. The City Attorney's Office has reviewed and approved the enclosed ordinance as to legal form.

**Other Issues and Considerations:**

None

**Strategic Work Program Item or Applicable Council Priority and Goal:**

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

**Decision Options:**

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

**Council's Recommended Action:**

A motion to adopt the ordinance for the sale of the city-owned property located in SE¼ of Section 18, Township 6 North, Range 66 West of the 6th P.M. in Weld County, Colorado ("Thayer Farm").

**Attachments:**

Ordinance  
Purchase Contract and Exhibits

**CITY OF GREELEY, COLORADO  
ORDINANCE NO. 28, 2022**

**AN ORDINANCE AUTHORIZING THE DIVESTMENT OF CITY-OWNED REAL PROPERTY  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 66 WEST OF  
THE 6<sup>TH</sup> P.M. IN WELD COUNTY, COLORADO (THAYER FARM)**

WHEREAS, in 2020, the City of Greeley, acting by and through its Water Enterprise, purchased certain real property that has internally been known as the Thayer Farm, and is more particularly described as Lot B, Amended Recorded Exemption No. 0805-18-4 2AMRECX 19-01-2877, being part of the SE¼ of Section 18, Township 6 North, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado; said property is also referred to as Weld County Parcel No. 080518400004 and consists of approximately 131.89 acres, more or less; and

WHEREAS, since acquiring the Thayer Farm, the City has leased the land along with the associated water rights represented by shares in The Larimer and Weld Irrigation Company and The Windsor Reservoir and Canal Company ("LWIC and WRCC Shares"), to a tenant farmer in order to sustain historical use of the water rights; and

WHEREAS, the City recently received an offer to purchase the Thayer Farm, as is described more particularly in the Contract to Buy and Sell Real Estate (Land) and associated exhibits attached hereto as Exhibit A ("Purchase Contract"); and

WHEREAS, the City will retain any and all water and water rights associated with the Thayer Farm, including, without limitation, the LWIC and WRCC Shares described above that have historically irrigated the property; and

WHEREAS, Section 17-4(c) of the Charter for the City of Greeley requires that any sale or exchange of water, water and sewer facilities or land, including the sale of real property previously acquired by the Water and Sewer Department with enterprise funds, be approved by City Council; and

WHEREAS, the City Council may authorize by ordinance the divestment of real property that is not being used or held for a governmental purpose; and

WHEREAS, the Water and Sewer Board on June 15, 2022 made a finding that the Thayer Farm is not currently being used nor held for a governmental purpose, approved the Purchase Contract, and recommended the same action to City Council; and

WHEREAS, the City Council has determined that the sale of the Thayer Farm, as is described more particularly in the Purchase Contract, is in the best interests of the citizens of the City of Greeley.

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

Section 1. The City Council determines that the Thayer Farm is not being used nor held for a governmental purpose, and is surplus property unnecessary to retain for any governmental

purpose.

Section 2. The City Council authorizes the divestment of the Thayer Farm, in accordance with the terms and conditions of the Contract to Buy and Sell Real Estate (Land) and associated exhibits attached hereto as Exhibit A.

Section 3. The City Council authorizes the Director of the Water and Sewer Department, or his designee, to make minor amendments to the Contract to Buy and Sell Real Estate (Land) and associated exhibits, including, without limitation, corrections to property descriptions and contract extensions.

Section 4. Upon the satisfaction of all contract terms and conditions, including any amendments made thereto, the City Council authorizes (i) the Mayor to execute a deed conveying the Thayer Farm, (ii) the Director of the Water and Sewer Department, or his designee, to execute all other documents necessary to complete the transaction contemplated by the Contract to Buy and Sell Real Estate (Land) and associated exhibits, and (iii) the Director of the Water and Sewer Department, or his designee, to undertake all other necessary and appropriate action to complete the transaction.

Section 5. This Ordinance shall take effect immediately after its final publication.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

**ATTEST**

**CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

Item No. 17.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND) (Property with No Residences) (Property with Residences-Residential Addendum Attached)

Date:

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. LTS Performance Horses LLC (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other Entity

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. The City of Greeley, Colorado (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Weld, Colorado (insert legal description):

Lot B, Amended Recorded Exemption No. 0805-18-4 2AMRECX 19-01-2877, according to the plat recorded December 18, 2019 at Reception No. 4551466, being part of the Southeast Quarter of Section 18, Township 6 North, Range 66 West of the 6th P.M.

known as: N/A Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

One (1) Valley - brand center-pivot irrigation sprinkler system and all associated pumps, motors, pipes, and fuel injection systems located on the Property as of the date this contract is executed.

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):



**2.6. Exclusions.** The following items are excluded (Exclusions):

2.6.1 - Any and all rights, title, and interest of the Seller in and to any water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and lateral rights associated with the Property, including, without limitation, those rights represented by shares of stock in The Larimer and Weld Irrigation Company, Windsor Reservoir and Canal Company, and Roullard Lateral Company.

2.6.2 - Any equipment or personal property located on the Property and owned by or belonging to the tenant occupying the Property pursuant to that certain Farm Lease Agreement dated April 28, 2020.

**2.7. ~~Water Rights, Well Rights, Water and Sewer Taps.~~**

**2.7.1. ~~Deeded Water Rights.~~** The following legally described water rights:

~~Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.~~

**2.7.2. ~~Other Rights Relating to Water.~~** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

**2.7.3. ~~Well Rights.~~** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is \_\_\_\_\_.

**2.7.4. ~~Water Stock Certificates.~~** The water stock certificates to be transferred at Closing are as follows:

**2.7.5. ~~Water and Sewer Taps.~~** The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

~~If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.~~

~~2.7.6. **Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.~~

~~2.7.7. **Water Rights Review.** Buyer  Does  Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline.**~~

**2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

Any growing crops existing on the Property at the time of Closing shall remain the property of the tenant occupying the Property pursuant to that certain Farm Lease Agreement with Bartmann Complete Hay Services, Inc. dated April 28, 2020.

**3. DATES, DEADLINES AND APPLICABILITY.****3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	<del>Time of Day Deadline</del>	N/A
2	§ 4	Alternative Earnest Money Deadline	3 days after MEC
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	14 days after MEC
4	§ 8	Record Title Objection Deadline	28 days after MEC

5	§ 8	Off-Record Title Deadline	14 days after MEC
6	§ 8	Off-Record Title Objection Deadline	28 days after MEC
7	§ 8	Title Resolution Deadline	42 days after MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	14 days after MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	21 days after MEC
23	§ 6	Appraisal Objection Deadline	28 days after MEC
24	§ 6	Appraisal Resolution Deadline	42 days after MEC
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	21 days after MEC
26	§ 9	New ILC or New Survey Objection Deadline	28 days after MEC
27	§ 9	New ILC or New Survey Resolution Deadline	42 days after MEC
		<b>Inspection and Due Diligence</b>	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	52 days after MEC
31	§ 10	Inspection Objection Deadline	45 days after MEC
32	§ 10	Inspection Resolution Deadline	52 days after MEC
33	§ 10	Property Insurance Termination Deadline	45 days after MEC
34	§ 10	Due Diligence Documents Delivery Deadline	14 days after MEC
35	§ 10	Due Diligence Documents Objection Deadline	28 days after MEC
36	§ 10	Due Diligence Documents Resolution Deadline	42 days after MEC
37	§ 10	Environmental Inspection Termination Deadline	45 days after MEC
38	§ 10	ADA Evaluation Termination Deadline	45 days after MEC
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
41	§ 11	Estoppel Statements Deadline	28 days after MEC
42	§ 11	Estoppel Statements Termination Deadline	45 days after MEC
		<b>Closing and Possession</b>	
43	§ 12	Closing Date	60 days after MEC or by mutual agreement
44	§ 17	Possession Date	Closing Date
45	§ 17	Possession Time	5:00 p.m. U.S. Mountain Time
46	§ 27	Acceptance Deadline Date	N/A
47	§ 27	Acceptance Deadline Time	N/A

105 3.2. **Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",  
106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of  
108 “None”, such provision means that “None” applies.

109 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The  
110 abbreviation “N/A” as used in this Contract means not applicable.

### 111 3.3. Day; Computation of Period of Days; Deadlines.

112 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States  
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.  
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**  
116 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
120 deadline  **Will**  ~~Will Not~~ be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
121 the deadline will not be extended.

## 122 4. PURCHASE PRICE AND TERMS.

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 1,400,000.00	
2	§ 4.3.	Earnest Money		\$ 15,000.00
3	<del>§ 4.5.</del>	<del>New Loan</del>		\$ N/A
4	<del>§ 4.6.</del>	<del>Assumption Balance</del>		\$ N/A
5	<del>§ 4.7.</del>	<del>Private Financing</del>		\$ N/A
6	<del>§ 4.7.</del>	<del>Seller Financing</del>		\$ N/A
7				
8				
9	§ 4.4.	Cash at Closing		\$ 1,385,000.00
10		<b>TOTAL</b>	\$ 1,400,000.00	\$ 1,385,000.00

124 ~~**4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller  
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender  
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
127 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any  
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
129 elsewhere in this Contract.~~

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a check, wire transfer, or other Good Funds, will be  
131 payable to and held by Land Title Guarantee Company, 4617 West 20th Street, Suite B, Greeley, Colorado 80634 (Earnest Money Holder), in its trust account, on behalf of  
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree  
133 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the  
134 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to  
135 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
136 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest  
137 Money Holder in this transaction will be transferred to such fund.

138 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
139 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

140 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
141 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided  
142 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
143 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release  
144 form), within three days of Seller’s receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23  
145 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release  
146 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money  
147 Release form), within three days of Buyer’s receipt.

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the  
149 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in “**If Seller**  
150 **is in Default**”, § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

Item No. 17.

151 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **“If Buyer**  
153 **is in Default, § 20.1. and § 21,** unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 **4.4. Form of Funds; Time of Payment; Available Funds.**

155 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
157 check, savings and loan teller’s check and cashier’s check (Good Funds).

158 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at  
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**  
160 **NONPAYING PARTY WILL BE IN DEFAULT.**

161 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have  
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 **4.5. New Loan.**

164 **4.5.1. Buyer to Pay Loan Costs.** ~~Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,~~  
165 ~~must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.~~

166 **4.5.2. Buyer May Select Financing.** ~~Buyer may pay in cash or select financing appropriate and acceptable to~~  
167 ~~Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional~~  
168 ~~Provisions).~~

169 **4.5.3. Loan Limitations.** ~~Buyer may purchase the Property using any of the following types of loans:~~  
170  ~~Conventional~~  ~~Other~~ \_\_\_\_\_.

171 **4.6. Assumption.** ~~Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance~~  
172 ~~set forth in § 4.1. (Price and Terms), presently payable at \$\_\_\_\_\_ per \_\_\_\_\_ including principal and interest~~  
173 ~~presently at the rate of \_\_\_\_\_% per annum and also including escrow for the following as indicated:  **Real Estate Taxes**~~   
174 ~~**Property Insurance Premium** and  \_\_\_\_\_.~~

175 ~~Buyer agrees to pay a loan transfer fee not to exceed \$\_\_\_\_\_. At the time of assumption, the new interest rate will~~  
176 ~~not exceed \_\_\_\_\_% per annum and the new payment will not exceed \$\_\_\_\_\_ per \_\_\_\_\_ principal and~~  
177 ~~interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which~~  
178 ~~causes the amount of cash required from Buyer at Closing to be increased by more than \$\_\_\_\_\_, or if any other terms or~~  
179 ~~provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date.**~~

180 ~~Seller  **Will**  **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release~~  
181 ~~from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at **Closing** of an appropriate~~  
182 ~~letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_ in an amount~~  
183 ~~not to exceed \$\_\_\_\_\_.~~

184 **4.7. Seller or Private Financing.**

185 **WARNING:** ~~Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers~~  
186 ~~and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed~~  
187 ~~Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,~~  
188 ~~including whether or not a party is exempt from the law.~~

189 **4.7.1. Seller Financing.** ~~If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  **Buyer**~~  
190  ~~**Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or**~~  
191 ~~**Private Financing Deadline.**~~

192 **4.7.1.1. Seller May Terminate.** ~~If Seller is to provide Seller financing, this Contract is conditional upon~~  
193 ~~Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,~~  
194 ~~and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline,**~~  
195 ~~if such Seller financing is not satisfactory to Seller, in Seller’s sole subjective discretion.~~

196 **4.7.2. Buyer May Terminate.** ~~If Buyer is to pay all or any portion of the Purchase Price with Seller or private~~  
197 ~~financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its~~  
198 ~~availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**~~  
199 ~~**or Private Financing Deadline,** if such Seller or private financing is not satisfactory to Buyer, in Buyer’s sole subjective discretion.~~

200 **TRANSACTION PROVISIONS**

201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 **5.1. New Loan Application.** ~~If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New~~  
203 ~~Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable~~  
204 ~~by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.~~

205 **5.2. New Loan Terms; New Loan Availability.**

~~5.2.1. **New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.~~

~~5.2.2. **New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).~~

~~5.3. **Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.~~

~~5.4. **Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.~~

## 6. APPRAISAL PROVISIONS.

~~6.1. **Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.~~

~~6.2. **Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.~~

~~6.2.1. **Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:~~

~~6.2.1.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;~~

~~or~~

~~6.2.1.2. **Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).~~

~~6.2.1.3. **Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).~~

~~6.3. **Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.~~

262 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  **Buyer**  
 263  **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
 264 agent or all three.

~~265 7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest  
 266 Communities and subject to one or more declarations (Association).~~

~~267 7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON  
 268 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF  
 269 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE  
 270 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE  
 271 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL  
 272 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS  
 273 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD  
 274 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS  
 275 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING  
 276 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A  
 277 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF  
 278 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
 279 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE  
 280 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE  
 281 ASSOCIATION.~~

~~282 7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below),  
 283 at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association  
 284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
 285 of the Association Documents, regardless of who provides such documents.~~

~~286 7.3. Association Documents. Association documents (Association Documents) consist of the following:~~

~~287 7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
 288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
 289 C.R.S.;~~

~~290 7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
 291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
 292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
 293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and~~

~~294 7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
 295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
 296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
 297 (Association Insurance Documents);~~

~~298 7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as  
 299 disclosed in the Association's last Annual Disclosure;~~

~~300 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget  
 301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
 302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
 303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the  
 304 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
 305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
 306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
 307 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and  
 308 7.3.5., collectively, Financial Documents);~~

~~309 7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
 310 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
 311 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.  
 312 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
 313 elements or limited common elements of the Association property.~~

~~314 7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to  
 315 Terminate under § 24.1., on or before Association Documents Termination Deadline, based on any unsatisfactory provision in  
 316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
 317 Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to  
 318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
 319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing~~

320 ~~Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to~~  
 321 ~~Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right~~  
 322 ~~to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).~~

323 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

324 **8.1. Evidence of Record Title.**

325  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
 326 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish  
 327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,  
 328 or if this box is checked,  ~~an Abstract of Title certified to a current date.~~ Seller will cause the title insurance policy to be issued  
 329 and delivered to Buyer as soon as practicable at or after Closing.

330  ~~**8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance~~  
 331 ~~company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to~~  
 332 ~~Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.~~  
 333 ~~If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.~~

334 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  ~~Will Not~~ contain Owner's  
 335 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions  
 336 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap  
 337 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,  
 338 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  
 339  ~~Buyer~~  ~~Seller~~  **One-Half by Buyer and One-Half by Seller**  ~~Other~~ \_\_\_\_\_.  
 340 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
 341 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
 342 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
 343 § 8.7. (Right to Object to Title, Resolution).

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
 345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
 346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
 347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
 349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
 350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
 351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
 353 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
 355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
 356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
 357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
 358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
 359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
 360 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
 361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
 362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
 363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object  
 364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.  
 365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable  
 366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title  
 367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
 369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
 370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which  
 371 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New  
 372 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown  
 373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of  
 374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.  
 375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record**  
 376 **Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the  
 377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

378 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the  
379 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice  
380 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if  
381 any, of third parties not shown by public records of which Buyer has actual knowledge.

382 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
383 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**  
384 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**  
385 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**  
386 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**  
387 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**  
388 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**  
389 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**  
390 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
391 **RECORDER, OR THE COUNTY ASSESSOR.**

392 **8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any special taxing districts  
393 that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located  
394 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may  
395 terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**,  
396 Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before  
397 ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate  
398 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on  
399 or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax  
400 Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to  
401 Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax  
402 Certificate, the Tax Certificate will be paid for by Seller.

403 ~~**8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first  
404 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a  
405 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of  
406 such right. If the third party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase  
407 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
408 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred  
409 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in  
410 writing, details of any Third Party Right to Purchase the Property on or before the **Record Title Deadline**.~~

411 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,  
412 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing  
413 District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or  
414 before the applicable deadline, Buyer has the following options:

415 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
416 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
417 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
418 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
419 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
420 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the  
421 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the  
422 applicable documents; or

423 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before  
424 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

425 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
426 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
427 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
428 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
429 laws and governmental regulations concerning land use, development and environmental matters.

430 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
431 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**  
432 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
433 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
434 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**  
435 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**  
436 **GAS OR WATER.**



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437 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**  
438 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**  
439 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**  
440 **RECORDER.**

441 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**  
442 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**  
443 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**  
444 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

445 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
446 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**  
447 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**  
448 **AND GAS CONSERVATION COMMISSION.**

449 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or  
450 not covered by the owner’s title insurance policy.

451 ~~**8.9. Mineral Rights Review.** Buyer  **Does**  **Does Not** have a Right to Terminate if examination of the Mineral~~  
452 ~~Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline.**~~

453 **9. NEW ILC, NEW SURVEY.**

454 **9.1. New ILC or New Survey.** If the box is checked, (1)  ~~**New Improvement Location Certificate (New ILC);**~~ or, (2)  
455  **New Survey** in the form of ALTA \_\_\_\_\_; is required and the following will apply:

456 **9.1.1. Ordering of New ILC or New Survey.**  ~~**Seller**~~  **Buyer** will order the New ILC or New Survey. The  
457 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date  
458 after the date of this Contract.

459 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before  
460 Closing, by:  ~~**Seller**~~  **Buyer** or:

461  
462  
463 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of  
464 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before **New**  
465 **ILC or New Survey Deadline.**

466 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to  
467 all those who are to receive the New ILC or New Survey.

468 **9.2. Buyer’s Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New  
469 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**  
470 **Survey Objection Deadline.** Buyer may, in Buyer’s sole subjective discretion, waive a New ILC or New Survey if done prior to  
471 Seller incurring any cost for the same.

472 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.  
473 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer’s sole subjective discretion,  
474 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

475 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

476 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
477 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

478 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or  
479 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
480 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**  
481 **Resolution Deadline**, unless Seller receives Buyer’s written withdrawal of the New ILC or New Survey Objection before such  
482 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

483 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

484 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**  
485 **WATER.**

486 **10.1. Seller’s Property Disclosure.** On or before **Seller’s Property Disclosure Deadline**, Seller agrees to deliver to Buyer  
487 the most current version of the applicable Colorado Real Estate Commission’s Seller’s Property Disclosure form completed by Seller  
488 to Seller’s actual knowledge and current as of the date of this Contract.

489 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer  
490 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
491 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely

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492 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller’s new disclosure on the earlier of Closing  
493 or five days after Buyer’s receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that  
494 Seller is conveying the Property to Buyer in an “As Is” condition, “Where Is” and “With All Faults.”

495 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
496 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer’s expense. If  
497 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the  
498 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased  
499 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,  
500 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or  
501 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer’s  
502 sole subjective discretion, Buyer may:

503 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,  
504 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver  
505 an Inspection Objection. Buyer’s Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller  
506 pursuant to § 10.3.2.; or

507 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written  
508 description of any unsatisfactory condition that Buyer requires Seller to correct.

509 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
510 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
511 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer’s written withdrawal of the Inspection  
512 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision  
513 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by  
514 executing an Earnest Money Release.

515 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
516 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
517 Buyer’s request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
518 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
519 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
520 Work, claim, or lien. This indemnity includes Seller’s right to recover all costs and expenses incurred by Seller to defend against  
521 any such liability, damage, cost or expense, or to enforce this Section, including Seller’s reasonable attorney fees, legal fees and  
522 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed  
523 pursuant to an Inspection Resolution.

524 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**  
525 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance  
526 (Property Insurance) on the Property, in Buyer’s sole subjective discretion.

527 **10.6. Due Diligence.**

528 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information  
529 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**  
530 **Deadline**: any documents and materials in Seller's possession that are responsive to this Section 10.6.1.

531 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy  
532 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing  
533 are as follows (Leases): Farm Lease Agreement with Bartmann Complete Hay Services, Inc., dated April 28, 2020. Seller agrees to terminate the Farm Lease Agreement with an effective date of  
534 December 31, 2022 in advance of Closing. Seller shall assign, and Buyer shall assume, at Closing that portion of the Farm Lease Agreement concerning the Property only.  
535 As described above, Seller is reserving for itself any and all water and water rights associated with the Property. However, Seller agrees to continue leasing the Water  
Rights that historically irrigated the Property to the tenant for irrigation of the Property through December 31, 2022.

536 ~~**10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be~~  
537 ~~transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to~~  
538 ~~Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer  Will  Will Not assume the Seller’s obligations~~  
539 ~~under such leases for the Leased Items (§ 2.5.4., Leased Items).~~

540  
541 ~~**10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered~~  
542 ~~pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other~~  
543 ~~documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer  Will  Will~~  
544 ~~Not assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).~~

545  
546 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies  
547 of the following:

548  ~~**10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the~~  
549 ~~Property;~~

550  ~~**10.6.1.4.2.** Property tax bills for the last \_\_\_\_\_ years;~~

- 551  **10.6.1.4.3.** ~~As-built construction plans to the Property and the tenant improvements, including~~  
552 ~~architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the~~  
553 ~~extent now available;~~
- 554  **10.6.1.4.4.** ~~A list of all Inclusions to be conveyed to Buyer;~~
- 555  **10.6.1.4.5.** ~~Operating statements for the past \_\_\_\_\_ years;~~
- 556  **10.6.1.4.6.** ~~A rent roll accurate and correct to the date of this Contract;~~
- 557  **10.6.1.4.7.** ~~A schedule of any tenant improvement work Seller is obligated to complete but~~  
558 ~~has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;~~
- 559  **10.6.1.4.8.** ~~All insurance policies pertaining to the Property and copies of any claims which~~  
560 ~~have been made for the past \_\_\_\_ years;~~
- 561  **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if  
562 not delivered earlier under § 8.3.);
- 563  **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II  
564 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,  
565 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no  
566 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to  
567 Seller;
- 568  **10.6.1.4.11.** ~~Any Americans with Disabilities Act reports, studies or surveys concerning the~~  
569 ~~compliance of the Property with said Act;~~
- 570  **10.6.1.4.12.** ~~All permits, licenses and other building or use authorizations issued by any~~  
571 ~~governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use~~  
572 ~~authorizations, if any; and~~
- 573  **10.6.1.4.13.** Other:

574  
575  
576  
577  
578  
579

580 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due  
581 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective  
582 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

583 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
584 or

585 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
586 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

587 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by  
588 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
589 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**  
590 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
591 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

592 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**  
593 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
594 the Property, in Buyer's sole subjective discretion.

595 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the  
596 Property including Phase I and Phase II Environmental Site Assessments, as applicable.  **Seller**  **Buyer** will order or provide  
597 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the  
598 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or \_\_\_\_\_,  
599 at the expense of  **Seller**  **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an  
600 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and  
601 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's  
602 tenants' business uses of the Property, if any.

603 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**  
604 **Inspection Termination Deadline** will be extended by mutual agreement of the parties \_\_\_\_\_ days (Extended Environmental Inspection  
605 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the  
606 **Closing Date** will be extended a like period of time. In such event,  **Seller**  **Buyer** must pay the cost for such Phase II  
607 Environmental Site Assessment.

608 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the  
609 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended

610 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
611 subjective discretion.

612 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any  
613 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

614 ~~10.7. **Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
615 owned by Buyer and commonly known as \_\_\_\_\_ . Buyer has  
616 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale  
617 Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not  
618 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this  
619 provision.~~

620 ~~10.8. **Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  Does  Does Not  
621 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
622 the Property.  There is No Well. Buyer  Does  Does Not acknowledge receipt of a copy of the current well permit.  
623 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND  
624 WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO  
625 DETERMINE THE LONG TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**~~

626 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
627 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease  
628 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into  
629 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld  
630 or delayed.

631 ~~10.10. **Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]~~

632 ~~10.11. **Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]~~

633 ~~10.12. **Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]~~

## 634 11. TENANT ESTOPPEL STATEMENTS.

635 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must  
636 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,  
637 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)  
638 attached to a copy of the Lease stating:

639 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

640 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or  
641 amendments;

642 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

643 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

644 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

645 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease  
646 demising the premises it describes.

647 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed  
648 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents  
649 required § 11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

650 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel  
651 Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if  
652 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to  
653 waive any unsatisfactory Estoppel Statement.

## 654 CLOSING PROVISIONS

## 655 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

656 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
657 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
658 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
659 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
660 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
661 Seller will sign and complete all customary or reasonably required documents at or before Closing.

662 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  ~~Are~~  **Are Not** executed with  
663 this Contract.

Item No. 17.

664 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
665 the **Closing Date** or by mutual agreement at an earlier date. ~~At Closing, Seller agrees to deliver a set of keys for the Property to~~  
666 ~~Buyer.~~ The hour and place of Closing will be as designated by mutual agreement of the Seller and Buyer.

667 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
668 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

669 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer  
670 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such  
671 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

672 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
673 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:   
674 special warranty deed  ~~general warranty deed~~  ~~bargain and sale deed~~  ~~quit claim deed~~  ~~personal representative's deed~~  
675  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good and  
676 sufficient special warranty deed to Buyer, at Closing.

677 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
678 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

679 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens  
680 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special  
681 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid  
682 at or before Closing by Seller from the proceeds of this transaction or from any other source.

683 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**  
684 **WITHHOLDING.**

685 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
686 to be paid at Closing, except as otherwise provided herein.

687 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  ~~Buyer~~  ~~Seller~~  
688  ~~One-Half by Buyer and One-Half by Seller~~  ~~Other~~ \_\_\_\_\_.

689 ~~**15.3. Association Fees and Required Disbursements.** At least fourteen days prior to Closing Date, Seller agrees to~~  
690 ~~promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees~~  
691 ~~associated with or specified in the Status Letter will be paid as follows:~~

692 ~~**15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by~~  ~~Buyer~~  
693  ~~Seller~~  ~~One-Half by Buyer and One-Half by Seller~~  ~~N/A.~~

694 ~~**15.3.2. Record Change Fee.** Any Record Change Fee must be paid by~~  ~~Buyer~~  ~~Seller~~  ~~One-Half by Buyer~~  
695 ~~and One-Half by Seller~~  ~~N/A.~~

696 ~~**15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than~~  
697 ~~Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid~~  
698 ~~by~~  ~~Buyer~~  ~~Seller~~  ~~One-Half by Buyer and One-Half by Seller~~  ~~N/A.~~

699 ~~**15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by~~   
700 ~~Buyer~~  ~~Seller~~  ~~One-Half by Buyer and One-Half by Seller~~  ~~N/A.~~

701 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  ~~Buyer~~  ~~Seller~~  ~~One-Half by~~  
702 ~~Buyer and One-Half by Seller~~  ~~N/A.~~

703 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
704  ~~Buyer~~  ~~Seller~~  ~~One-Half by Buyer and One-Half by Seller~~  ~~N/A.~~

705 ~~**15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,~~  
706 ~~such as community association fees, developer fees and foundation fees, must be paid at Closing by~~  ~~Buyer~~  ~~Seller~~  
707  ~~One-Half by Buyer and One-Half by Seller~~  ~~N/A.~~

708 ~~**15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed~~  
709 ~~\$ \_\_\_\_\_ for:~~

710  ~~Water Stock/Certificates~~  ~~Water District~~  
711  ~~Augmentation Membership~~  ~~Small Domestic Water Company~~  \_\_\_\_\_

712 ~~and must be paid at Closing by~~  ~~Buyer~~  ~~Seller~~  ~~One-Half by Buyer and One-Half by Seller~~  ~~N/A.~~

713 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
714 paid by  ~~Buyer~~  ~~Seller~~  ~~One-Half by Buyer and One-Half by Seller~~  ~~N/A.~~

715 **15.9. FIRPTA and Colorado Withholding.**

716 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
717 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
718 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  ~~IS~~ a foreign  
719 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign

720 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
 721 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
 722 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
 723 if an exemption exists.

724 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
 725 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
 726 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
 727 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
 728 tax advisor to determine if withholding applies or if an exemption exists.

729 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

730 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

731 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes  
 732 for the year of Closing, based on  **Taxes for the Calendar Year Immediately Preceding Closing**  ~~Most Recent Mill Levy~~  
 733 ~~and Most Recent Assessed Valuation~~,  ~~Other~~ \_\_\_\_\_.

734 **16.1.2. Rents.** Rents based on  ~~Rents Actually Received~~  **Accrued**. At Closing, Seller will transfer or credit  
 735 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
 736 writing of such transfer and of the transferee's name and address.

737 **16.1.3. Other Prorations.** ~~Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.~~

738 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

739 **16.2. Association Assessments.** ~~Current regular Association assessments and dues (Association Assessments) paid in~~  
 740 ~~advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance~~  
 741 ~~by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer~~  
 742 ~~acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special~~  
 743 ~~assessment assessed prior to Closing Date by the Association will be the obligation of  Buyer  Seller. Except however, any~~  
 744 ~~special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether~~  
 745 ~~assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents~~  
 746 ~~there are no unpaid regular or special assessments against the Property except the current regular assessments and~~  
 747 ~~\_\_\_\_\_ Association Assessments are subject to change as provided in the Governing Documents.~~

748 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,  
 749 subject to the Leases as set forth in § 10.6.1.1.

750 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally  
 751 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **50.00** per day (or any part of a day  
 752 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

753 **GENERAL PROVISIONS**

754 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
 755 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
 756 condition existing as of the date of this Contract, ordinary wear and tear excepted.

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
 758 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
 759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
 760 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on  
 761 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect  
 762 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
 763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
 764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
 765 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
 766 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
 767 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
 768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
 769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

770 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
 771 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
 772 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
 773 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

774 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
 775 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
 776 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the  
 777 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
 778 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
 779 Closing.

780 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
 781 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
 782 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's  
 783 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
 784 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
 785 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

786 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
 787 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

788 **18.5. Home Warranty. [Intentionally Deleted]**

789 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
 790 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for  
 791 the growing crops.

792 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
 793 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination  
 794 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal  
 795 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded  
 796 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be  
 797 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must  
 798 be complied with.

800 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
 801 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored  
 802 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party  
 803 has the following remedies:

804 **20.1. If Buyer is in Default:**

805  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
 806 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the  
 807 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat  
 808 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

809 ~~**20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked.** Seller may  
 810 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that  
 811 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is  
 812 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to  
 813 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.~~

814 **20.2. If Seller is in Default:**

815 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case  
 816 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.  
 817 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after  
 818 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance  
 819 or damages, or both.

820 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
 821 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or  
 822 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such  
 823 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this  
 824 Contract are reserved and survive Closing.

825 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
 826 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
 827 reasonable costs and expenses, including attorney fees, legal fees and expenses.

828 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
 829 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

830 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
831 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
832 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
833 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
834 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a  
835 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
836 Section will not alter any date in this Contract, unless otherwise agreed.

837 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
838 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
839 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
840 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
841 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
842 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
843 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
844 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
845 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time  
846 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
847 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

848 **24. TERMINATION.**

849 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
850 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
851 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
852 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
853 and waives the Right to Terminate under such provision.

854 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely  
855 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

856 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
857 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
858 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
859 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
860 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
861 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

862 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

863 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
864 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or  
865 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing  
866 must be received by the party, not Broker or Brokerage Firm).

867 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
868 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
869 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
870 Broker or Brokerage Firm) at the electronic address of the recipient by ~~facsimile, email or~~ \_\_\_\_\_.

871 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
872 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
873 documents, ~~or (3) facsimile at the facsimile number (Fax No.) of the recipient.~~

874 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
875 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
876 located in Colorado.

877 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
878 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
879 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and



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880 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
881 copies taken together are deemed to be a full and complete contract between the parties.

882 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited  
883 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**  
884 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**  
885 **Diligence and Source of Water.**

886 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
888 Commission.)

889 **29.1 - Buyer shall deliver, or cause to be delivered, at or before Closing duly executed and acknowledged copies of the Restrictive Covenants (No**  
890 **Irrigation and Revegetation) in the form attached hereto as Exhibit A and the Irrigation Water Lease in the form attached hereto as Exhibit B. The**  
891 **Restrictive Covenants (No Irrigation and Revegetation) shall be recorded in the real property records of Weld County immediately after the deed**  
892 **conveying the property to Buyer is recorded. The Irrigation Water Lease is not intended to run with the land and shall not be recorded.**

893 **29.2 - The obligations of the Seller herein, including the obligation to convey the Property to Buyer, are expressly subject to the authorization of this**  
894 **divestment of real property by the City of Greeley Water & Sewer Board and the City of Greeley City Council. In the event that the Board and City**  
895 **Council do not approve this agreement and authorize the divestment at least 14 days before Closing, this contract is of no legally binding effect, the**  
896 **Earnest Money shall be returned to the Buyer, and neither party shall have any further obligation to the other regarding the subject matter herein.**

897  
898  
899  
900 **30. OTHER DOCUMENTS.**

901 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

- 902 Exhibit A - Form of Restrictive Covenants (No Irrigation and Revegetation)
- 903 Exhibit B - Form of Irrigation Water Lease Agreement

904 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:

905  
906  
907  
908  
909 **SIGNATURES**

910 Buyer's Name: LTS Performance Horses LLC Buyer's Name: \_\_\_\_\_

DocuSigned by:  
*Dakota Rathbun* 6/7/2022  
5D1440495EA9414...  
Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: 36401 County Road 43  
Eaton, Colorado 80615

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

911 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: The City of Greeley, Colorado

Seller's Name: \_\_\_\_\_

**[SEE ATTACHED SIGNATURE PAGE]**

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Address: 1001 11th Avenue, 2nd Floor  
Greeley, Colorado 80631  
Email Address: daniel.biwer@greeleygov.com  
Email Address: copy to: cole.gustafson@greeleygov.com  
Email Address:

Address:  
Phone No.:  
Fax No.:  
Email Address:

912

913

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

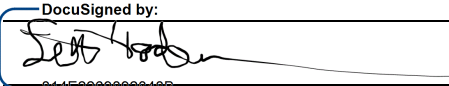
Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a  Buyer's Agent  Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage Firm  Buyer  Other \_\_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: Hayden Outdoors Real Estate  
Brokerage Firm's License #: 1000004181  
Broker's Name: Seth Hayden  
Broker's License #: EA 100002584  
DocuSigned by:  6/7/2022  
Broker's Signature Date  
501 Main St  
windsor, Colorado  
8005074-1990  
970-674-5090  
seth@haydenoutdoors.com

B. Broker Working with Seller

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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Broker is working with Seller as a  Seller's Agent  ~~Transaction-Broker~~ in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  Seller  Buyer  Other \_\_\_\_\_.

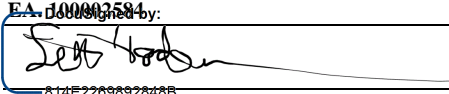
This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Hayden Outdoors Real Estate**

Brokerage Firm's License #: **EC. 100004181**

Broker's Name: **Seth Hayden**

Broker's License #: **EA. 100003584**

	6/7/2022
Broker's Signature	Date

Address: **501 Main Street**

**Windsor, Colorado 80550**

Phone No.: **(970) 674-1990**

Fax No.: **(970) 674-5090**

Email Address: **admin@haydenoutdoors.com**

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**CITY OF GREELEY SIGNATURE PAGE**  
**Contract to Buy and Sell Real Estate**  
**Between LTS Performance Horses LLC (Buyer) and City of Greeley (Seller)**

**THE CITY OF GREELEY, COLORADO**

By: \_\_\_\_\_  
City Manager

Dated: \_\_\_\_\_

**AS TO LEGAL FORM:**

By: \_\_\_\_\_  
City Attorney

**AS TO AVAILABILITY OF FUNDS:**

By: \_\_\_\_\_  
Director of Finance

**AS TO WATER AND SEWER BOARD APPROVAL:**

By: \_\_\_\_\_  
Chairman

# FORM DO NOT EXECUTE

## RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and in order to provide THE CITY OF GREELEY, a Colorado home rule municipal corporation (“Greeley”), with the maximum benefit available from the present and future use of water pursuant to the water rights described in Exhibit 1 attached hereto and incorporated herein (“Water Rights”), LTS PERFORMANCE HORSES LLC, a Colorado limited liability company (“Declarant”), agrees, warrants and covenants, and the undersigned leaseholder and lienholder, if any, acknowledges and approves, on Declarant’s own behalf and on behalf of all successors in interest, that upon notice from Greeley, Declarant shall cease irrigation on the lands owned by Declarant and described in Exhibit 2 attached hereto and incorporated herein (“Land”).

Upon receipt of one hundred and eighty (180) days prior written notice from Greeley, thereafter Declarant and Declarant’s successor in interest shall not irrigate the Land. These covenants shall not prohibit Declarant or Declarant’s successor in interest from irrigating the Land (i) with other water rights which may in the future be transferred to such lands and judicially approved for such use through an appropriate Water Court proceeding, and in accordance with any future water rights applications filed by Greeley or a successor in interest to the Water Rights; (ii) with water from an existing well or wells to be constructed in the future which are authorized to pump pursuant to a Water Court-approved plan for augmentation; (iii) with water which is not tributary to the South Platte River or any of its tributaries; (iv) or with treated potable water supplied by a municipal or quasi-municipal government water provider (“Alternate Water Rights”).

Unless so irrigated, then within two and one half (2½) years from the date Declarant ceases to irrigate the Land or any portion thereof with Alternate Water Rights, Declarant or Declarant’s successors in interest shall establish, at Declarant’s or Declarant’s successors in interest’s expense, a ground cover of plant life, as such is defined in C.R.S. § 37-92-103(10.5), on the previously irrigated portions of the Land to satisfy any applicable revegetation and noxious weed management provisions as may be required in a final decree obtained by Greeley, or a successor in interest to the Water Rights, from the District Court for Water Division No. 1, State of Colorado, or a successor court, changing certain water rights from agricultural irrigation purposes to other beneficial purposes, pursuant to C.R.S. § 37-92-305(4.5). Previously irrigated portions of the Land means portions of the Land not occupied by roads, buildings, or other structures, which land was cultivated with crops in accordance with these covenants. Declarant, or Declarant’s successors in interest, shall provide notice to Greeley when such revegetation of the Land has been established. Declarant agrees the Land subject to these covenants shall not be planted with crops that are capable of extending roots into the underlying groundwater, including, but not limited to, alfalfa.

Should Declarant or Declarant’s successor in interest fail to comply with its obligations hereunder, Greeley shall have the right to come upon the Land and take all measures necessary to accomplish the Declarant’s obligations hereunder, including but not limited to revegetation and/or noxious weed management on the Land, provided that Greeley shall also have the right to receive full reimbursement of all of its expenses of accomplishing such revegetation or weed management from Declarant or Declarant’s successor in interest. Any and all fees and costs incurred in any necessary action to enforce these covenants by Greeley, including reasonable attorney fees, shall be paid by Declarant. Additionally, Greeley shall have the right to come upon the Land to verify Declarant’s compliance with its obligations hereunder, with any such inspections being at the sole expense of Greeley. All rights to enter upon the Land granted herein shall terminate upon a final determination by the District Court for Water Division No. 1, State of Colorado, under the court’s retained jurisdiction, that no further actions will be necessary in order to satisfy Declarant’s revegetation obligations.

Item No. 17.

**EXHIBIT A**

The foregoing covenants shall burden, attach to, and run with the Land and shall be binding upon Declarant and Declarant’s successors, assigns and any other person who acquires an ownership or leasehold interest in all or part of the Land; such covenants also shall benefit, attach to, and run with the Water Rights and shall inure to the benefit of Greeley’s successors, assigns, and any other person who acquires an ownership interest in the Water Rights. Declarant warrants and represents such covenants shall entitle Greeley to the first and prior right to claim credit for the dry-up or non-irrigation of the Land.

The terms and provisions of these covenants shall not expire and shall be perpetual unless specifically released in writing by Greeley or its successors in interest. The terms and provisions of these covenants may not be terminated, modified, or amended without prior written consent of Greeley or its successors in interest. Any notice may be sent to the Declarant by prepaid U.S. Mail to the Declarant at: 36401 County Road 43, Eaton, Colorado 80615.

IN WITNESS WHEREOF, the Declarant has executed this instrument on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Declarant  
LTS PERFORMANCE HORSES LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022 by \_\_\_\_\_, as an authorized representative of LTS Performance Horses LLC.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Item No. 17.

EXHIBIT A

EXHIBIT 1  
RESTRICTIVE COVENANT (NO IRRIGATION AND REVEGETATION)  
(Description of the Water Rights)

Any and all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and all other rights and interests represented by three (3) shares of capital stock in The Larimer and Weld Irrigation Company represented by Stock Certificate No. 6424; four (4) shares of capital stock in The Windsor Reservoir and Canal Company represented by Stock Certificate Nos. 811 and 812; and one-half (1/2) share of capital stock in The Roullard Lateral Company represented by Stock Certificate No. 418

Item No. 17.

EXHIBIT A

EXHIBIT 2  
RESTRICTIVE COVENANT (NO IRRIGATION AND REVEGETATION)  
(Description of the Land)

Lot B, Amended Recorded Exemption No. 0805-18-4 2AMRECX 19-01-2877, according to the plat recorded December 18, 2019 at Reception No. 4551466, being part of the Southeast Quarter of Section 18, Township 6 North, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.



# FORM DO NOT EXECUTE

## IRRIGATION WATER LEASE AGREEMENT

This IRRIGATION WATER LEASE AGREEMENT (“Agreement”) is entered into this 1<sup>st</sup> day of January 2023, by and between THE CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise, whose address is 1001 11<sup>th</sup> Avenue, Second Floor, Greeley, Colorado 80631 (“Greeley”), and LTS PERFORMANCE HORSES LLC, a Colorado limited liability company whose address is 36401 County Road 43, Eaton, Colorado 80615 (“Lessee”).

### RECITALS

WHEREAS, Greeley owns those certain water rights represented by three (3) shares of capital stock in The Larimer and Weld Irrigation Company represented by Stock Certificate No. 6424; four (4) shares of capital stock in The Windsor Reservoir and Canal Company represented by Stock Certificate Nos. 811 and 812; and one-half (1/2) share of capital stock in The Roullard Lateral Company represented by Stock Certificate No. 418 (collectively “Water Rights”); and

WHEREAS, Lessee desires to lease the Water Rights from the Greeley for agricultural irrigation on a parcel of real property consisting of approximately 132 acres located in Weld County and more particularly described as Lot B, Amended Recorded Exemption No. 0805-18-4 2AMRECX 19-01-2877, according to the plat recorded December 18, 2019 at Reception No. 4551466, being part of the Southeast Quarter of Section 18, Township 6 North, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado; said real property also being known as Parcel No. 080518400004 (“Property”); and

WHEREAS, Greeley is willing to lease the Water Rights to Lessee for agricultural irrigation on the Property;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Greeley and Lessee agree as follows.

### AGREEMENT

1. Water Rights Lease. Greeley hereby leases to Lessee, and Lessee hereby leases from the Greeley, the above-described Water Rights for the purpose of agricultural irrigation on the Property.

2. Term of Lease. The term of this Agreement begins on the date of mutual execution and expires on December 31, 2023 (“Initial Term”). At the end of this Initial Term, this Agreement shall renew automatically on an annual basis for four (4) subsequent terms of one (1) year each (“Renewal Terms”), unless Greeley or Lessee transmits written notice of nonrenewal on or before November 1 of the preceding calendar year. Additionally, refer to Section 12 for provisions relating to termination for cause.

3. Annual Lease Amount and Administrative Fee. Lessee shall pay to Greeley an Annual Lease Amount equal to all assessments, charges, and other expenses due and attributable to the Water Rights paid by Greeley to The Larimer and Weld Irrigation Company, The Windsor Reservoir and Canal Company, and The Roullard Lateral Company. Lessee shall also pay to Greeley an Annual Administrative Fee equal to ten percent of that year’s Annual Lease Amount, provided, however, that the Annual Administrative Fee shall not exceed five-hundred dollars (\$500.00). Greeley will provide an invoice of the Annual Lease Amount and Annual Administrative

**EXHIBIT B**

Fee to Lessee, and Lessee shall deliver payment of that total amount to Greeley no later than (i) May 15 of the then current irrigation year, or (ii) within fifteen days of receipt of such invoice from Greeley. Lessee shall also remit to Greeley an additional charge equal to fifteen percent of the Annual Lease Amount for every thirty days that payment required under this Agreement is late.

4. Use of Water Rights. Lessee shall use the water delivered pursuant to the Water Rights only for agricultural irrigation on the Property. Lessee shall not use the Water Rights for any other uses. Lessee shall not use the water delivered pursuant to the Water Rights on any land other than the Property. Lessee shall use the Water Rights in accordance with all rules, regulations, bylaws and policies of the companies that issued the shares. Lessee shall comply with Title 20 (or any successor section) of the Greeley Municipal Code, and all rules, regulations, and laws of the State of Colorado pertaining to use of the Water Rights. Lessee shall take and use the water delivered pursuant to the Water Rights to the fullest extent possible, and shall undertake no action that could be construed as abandonment of the Water Rights or could cause in part or in whole a reduction in the use of the Water Rights. Lessee shall provide advance written notice to Greeley of at least thirty days if it no longer intends to irrigate the entirety of the Property with the Water Rights. Absent written consent from Greeley, Lessee shall not use any water, water rights, ditches, ditch rights, wells, well rights, well permits, carriage rights, reservoirs, or reservoir rights to irrigate the Property, other than water yielded pursuant to the Water Rights.

5. Affidavit of Beneficial Use and Water Court Proceedings. Lessee agrees to deliver to Greeley, on or before May 15 of each calendar year, a completed Beneficial Use Affidavit and Questionnaire, in the form attached hereto as Exhibit A. Lessee acknowledges that Greeley may have a pending application to change the use of the Water Rights with the Division 1 Water Court for the State Colorado during the term of this Agreement. Lessee agrees to cooperate with Greeley and its agents or representatives in the review and analysis of the historical use of the Water Rights. Upon request from Greeley, Lessee shall provide information regarding use of the Water Rights and reasonable access to the Property during and in preparation for any proceeding before the Division 1 Water Court.

6. Restriction on Sublease and Assignment. Lessee shall not rent, sublet, or otherwise convey the right to use the Water Rights. Lessee shall not assign this Agreement, except to a successive owner or operator of the Property for agricultural irrigation of the Property, and only with written consent from Greeley. Lessee shall request consent from Greeley prior to any purported assignment of this Agreement by advance written notice of at least thirty days. Such consent may be given or withheld in the sole discretion of Greeley.

7. No Vested Interest in Shares or Joint Venture. This Agreement is made expressly subject to Section 17-4 of the Charter of the City of Greeley. Greeley grants no interest in the Water Rights to the Lessee other than as explicitly set forth in this Agreement. Lessee shall make no claim to any rights, title, or interest in the Water Rights other than as explicitly set forth in this Agreement. This Agreement does not create a partnership or joint venture of any kind between the parties, and the Lessee shall bear the entirety of any loss, cost, or expense incurred through their use of the Water Rights on the Property.

8. No Guarantee of Yield. Lessee is entitled to receive the amount of water yielded by the Water Rights, subject to the terms and conditions in this Agreement. Greeley makes no warranty, guarantee, or representation of any kind regarding the quality or physical yield of water to be delivered pursuant to the Water Rights. Lessee shall not hold Greeley liable for any failure in delivery of the water pursuant to the Water Rights, including, but not limited to, that caused by force of nature or failure of water supply infrastructure.

9. Maintenance of Infrastructure. Lessee shall maintain the lateral ditches, headgates, and other personal property necessary to deliver water pursuant to the Water Rights at Lessee's own cost and expense. Lessee shall make all repairs and restorations necessary to keep the lateral ditches, headgates, and other personal property in good working condition during the term of this Agreement.

**EXHIBIT B**

10. Indemnification; Immunity. Lessee agrees to exercise Lessee's rights under this Agreement at Lessee's own risk. Lessee shall indemnify and hold harmless Greeley from and against any cost, expense, or liability arising out of this Agreement or related activities. Nothing in this Agreement is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as applicable now or hereafter amended.

11. Notice. All notices to be given under this Agreement shall be (1) sent by certified or registered mail, return receipt requested, or (2) hand-delivered at the addresses set forth above. Lessee shall provide written notice to Greeley if the appropriate contact information changes.

12. Default and Termination. If either Greeley or Lessee fails to comply with a term or condition herein, such failure constitutes a default of this Agreement. The non-defaulting party may declare the default by providing written notice to the defaulting party in accordance with Paragraph 11 above. Upon receipt of this notice of default, the defaulting party will have fifteen days within which to cure the default. If, in the sole discretion of the non-defaulting party, the default remains uncured after the aforementioned fifteen-day cure period, or after any written extension thereof mutually agreed upon by the parties, the non-defaulting party may declare the Agreement terminated by written notice in accordance with Paragraph 11 above.

(a) Notwithstanding the above, failure by the Lessee to comply with the terms and conditions of Paragraphs 3, 4 or Paragraph 6 of this Agreement constitutes a material breach. In the event that the Lessee commits a material breach, Greeley may immediately terminate this Agreement by written notice to Lessee.

(b) The failure of either party to declare a default or material breach does not establish a precedent or constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement.

13. Cessation of Irrigation. Upon expiration or termination of this Agreement, Lessee shall immediately cease agricultural irrigation of the Property with the Water Rights.

14. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any parties other than Lessee and Greeley, or their respective permissible successors in interest.

15. Recovery of Costs and Fees. In addition to any remedies otherwise available, a party that is successful in a legal action commenced against the other due to a default or material breach of this Agreement may recover from the defaulting party reasonable costs and attorneys' fees incurred during the course of such legal action.

16. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any action arising out of this Agreement is the District Court for Weld County, Colorado, or the Division 1 Water Court for the State of Colorado.

17. Severability. In the event a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate any other provision herein, and the remainder of the Agreement should be interpreted in accordance with the intent of the parties.

18. Integration. This Agreement constitutes a complete integration of the understanding and agreement between Greeley and Lessee with respect to the subject matter herein, and supersedes all other lease agreements regarding the Water Rights. No representations, negotiations, or warranties, express or implied, exist between Greeley and Lessee except as explicitly set forth in this Agreement. This Agreement may only be modified in a written form duly authorized, approved, and executed by Greeley and Lessee.





Item No. 17.

**EXHIBIT B**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**QUESTIONNAIRE REGARDING USE OF WATER SHARES**

*The person completing this questionnaire need not necessarily be the Lessee, but must have personal knowledge of the information provided*

- 1. Name: \_\_\_\_\_
- Mailing Address: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Facsimile: \_\_\_\_\_
- Email Address: \_\_\_\_\_

2. The information provided below pertains to \_\_\_\_\_ shares of the \_\_\_\_\_ Company, represented by Certificate No. \_\_\_\_\_ (hereinafter "Shares").

- 3. Did you use the Shares pursuant to a Lease Agreement? \_\_\_\_\_
- Date of the Lease: \_\_\_\_\_
- Name of Lessee (if different from Question 1): \_\_\_\_\_
- Name of Lessor: \_\_\_\_\_

4. The information in this questionnaire relates to my use of the Shares during the [20\_\_] irrigation season (hereinafter "Lease Year").

5. Do you still own the farm or parcel irrigated by these Shares? \_\_\_\_\_

6. Was your use of the Shares during the Lease Year consistent with all terms and conditions of the Lease Agreement and with the bylaws, rules, regulations, and policies of the ditch company? \_\_\_\_\_

7. What is the legal description of the farm or parcel on which these Shares were used?

8. What is the total size of the farm or parcel? \_\_\_\_\_ acres.

9. What is the size of the area(s) on the farm or parcel that was irrigated? \_\_\_\_\_ acres.

10. What is the size of the area(s) on the farm or parcel that was irrigated using water from the Shares? \_\_\_\_\_ acres.

Item No. 17.

**EXHIBIT B**

11. Please provide the following information regarding how the water from these Shares is delivered.

- Location and ID Number of the head gate at the main ditch: \_\_\_\_\_  
\_\_\_\_\_.
- Name and general location of any lateral(s) delivering the water to the land historically irrigated: \_\_\_\_\_.
- Identification of any carrier or lateral ditch stock required to deliver these rights: \_\_\_\_\_.
- Approximate location of pumps, if used: \_\_\_\_\_  
\_\_\_\_\_.
- Approximate location and size of storage ponds or reservoirs, including tail water ponds, if used: \_\_\_\_\_  
\_\_\_\_\_.

12. How was water applied during the Lease Year? Sprinkler \_\_\_\_ Furrow \_\_\_\_ Flood \_\_\_\_  
Other/Combination (Describe): \_\_\_\_\_.

13. What was the irrigation season for the Lease Year? Start Date: \_\_\_\_\_ Stop Date: \_\_\_\_\_

14. During the Lease Year, did you divert and irrigate with all water available under the Shares? \_\_\_\_\_.  
If no, please explain the reason why all water was not taken, approximately how much was not taken, and for how long: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

15. Other than the Shares leased, was any other water (including other shares that are in the same Company as the Shares that are the subject of this questionnaire) used to irrigate the farm or parcel on which the Shares are/were used during the Lease Year? If so, please provide the following information.

- Number of shares: \_\_\_\_\_
- Ditch Company: \_\_\_\_\_
- Number of any Irrigation Wells: \_\_\_\_\_
- Identification and Permit No. of any Irrigation Wells: \_\_\_\_\_  
\_\_\_\_\_.
- Capacity of Irrigation Wells: \_\_\_\_\_
- Approximate location of Irrigation Wells: \_\_\_\_\_  
\_\_\_\_\_.
- Any other water used: \_\_\_\_\_

16. Describe how the water has been used, including the estimated percentage of the total irrigation supply provided by such water: \_\_\_\_\_  
\_\_\_\_\_.

17. During the Lease Year, what crops were grown on the land irrigated by the Shares?

1. Crop: \_\_\_\_\_ Percentage: \_\_\_\_\_ Location: \_\_\_\_\_
2. Crop: \_\_\_\_\_ Percentage: \_\_\_\_\_ Location: \_\_\_\_\_

Item No. 17.

**EXHIBIT B**

- 3. Crop: \_\_\_\_\_ Percentage: \_\_\_\_\_ Location: \_\_\_\_\_
- 4. Crop: \_\_\_\_\_ Percentage: \_\_\_\_\_ Location: \_\_\_\_\_
- 5. Crop: \_\_\_\_\_ Percentage: \_\_\_\_\_ Location: \_\_\_\_\_
- 6. Crop: \_\_\_\_\_ Percentage: \_\_\_\_\_ Location: \_\_\_\_\_

18. Were the lands on which the Shares were used subirrigated? Yes \_\_\_\_\_ No \_\_\_\_\_

19. If possible, please provide a map, sketch, or aerial photograph showing locations of (*check if included*):

- \_\_\_\_\_ Farm or Parcel
- \_\_\_\_\_ Areas irrigated by the Shares during the Lease Year
- \_\_\_\_\_ Areas irrigated with other water
- \_\_\_\_\_ Lateral ditches, wells, pumps, pipelines, storage reservoirs, or tail water ponds

I understand that I may be required to sign an affidavit attesting to the accuracy, to the best of my knowledge, of the information provided herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



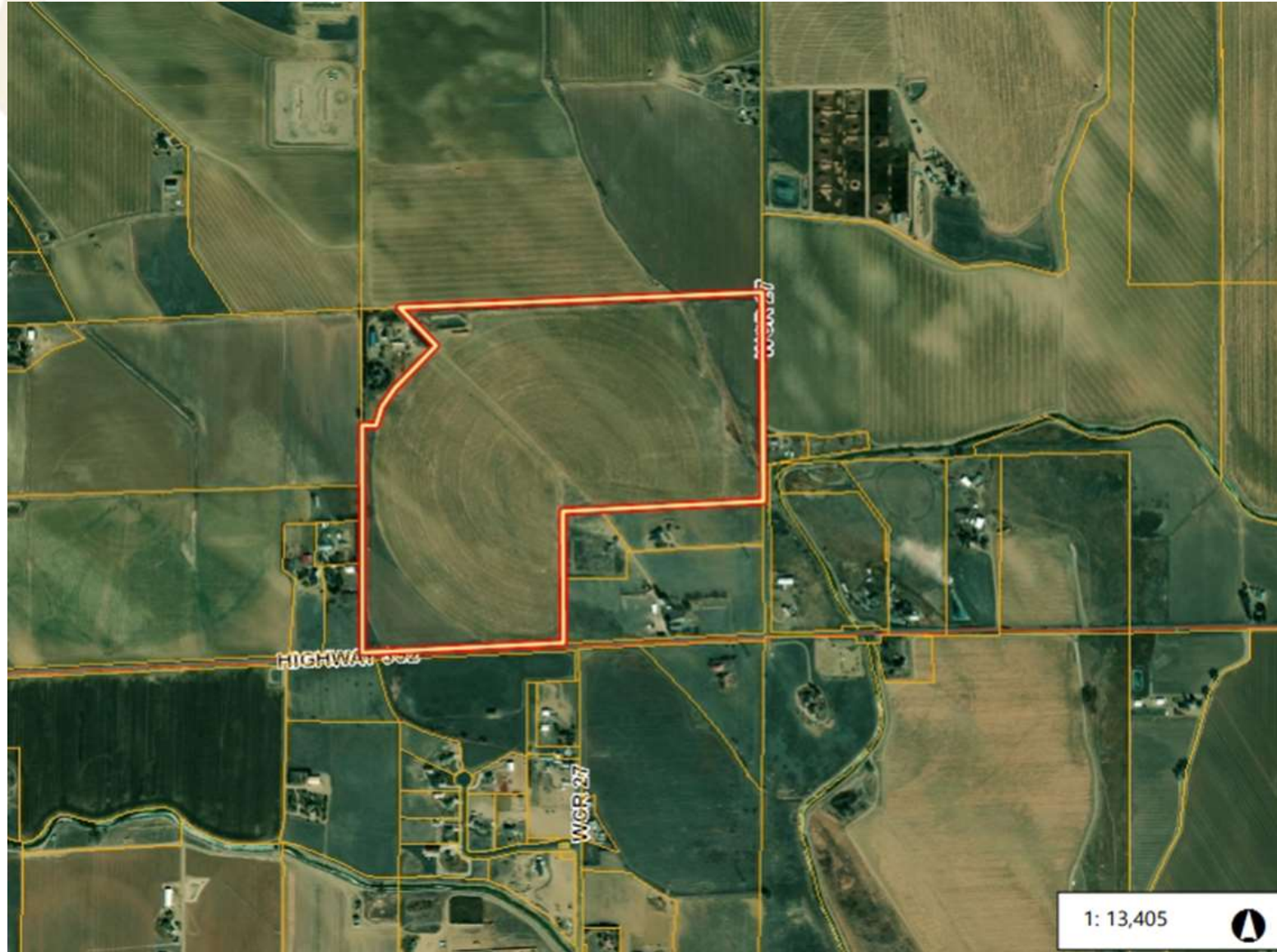
# Thayer Farm Property Divestment

**Presented to Greeley City Council**

By Greeley Water & Sewer Department

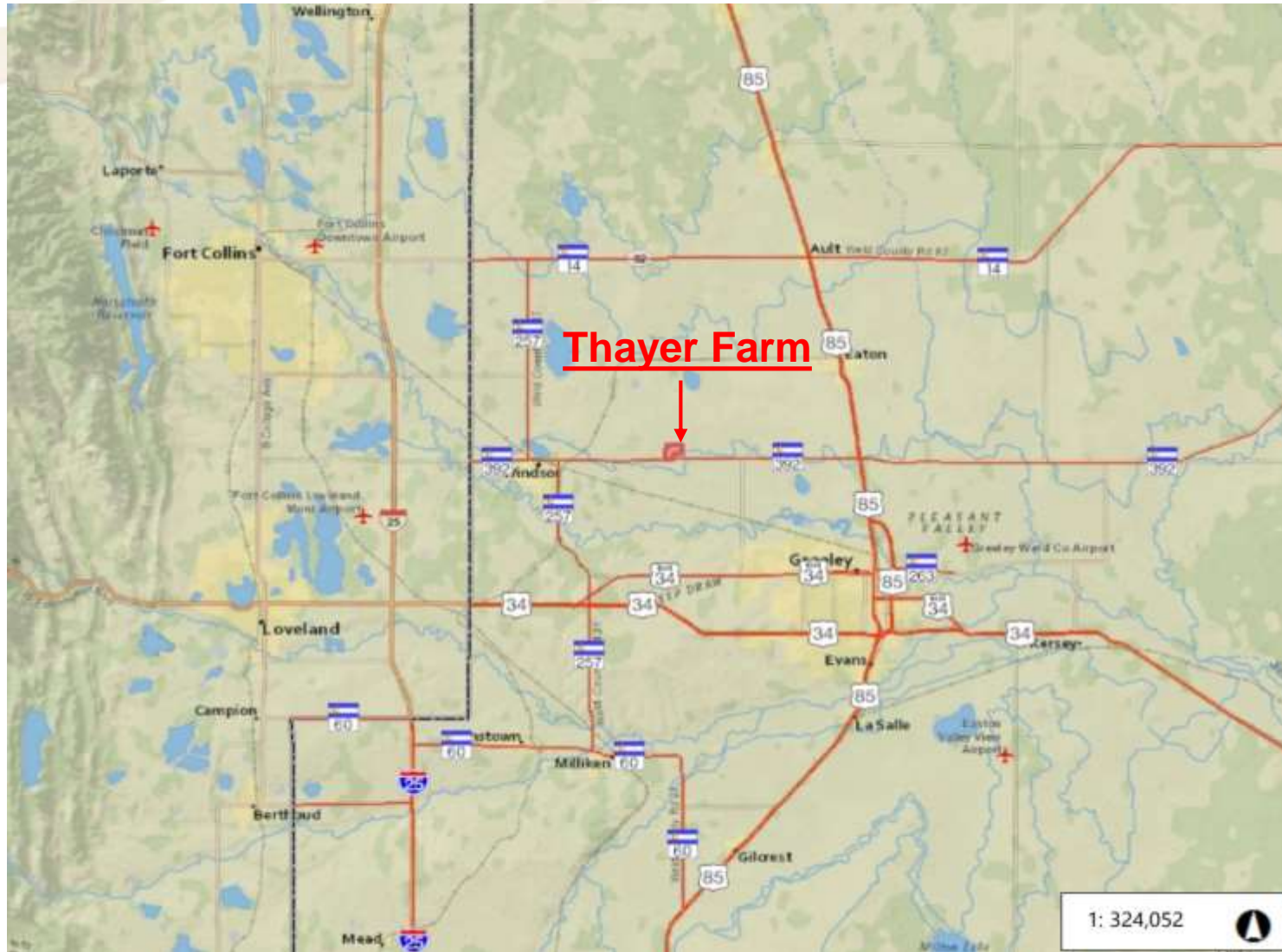
August 2, 2022

# Thayer Farm



- **Thayer Farm:**
  - 131+/- acres
  - Weld County
  - Sale Price:
    - \$1,400,000.00

# Thayer Farm Property Location



# Thayer Farm Property Divestment

- Purchased in 2019 as part of a water rights acquisition
  - Three shares of Larimer and Weld Irrigation (LWIC) and four shares of Windsor Reservoir and Canal Company (WRCC)
- Proposed divestment of dry land (water retained)
- 2019 appraisal price – \$9,500 per acre
- Current offer from LTS Performance Horses LLC – \$10,600 per acre
  - Value aligns with comparables
  - \$1,400,000 for 131 +/- acres

# Thayer Farm Property Divestment

- \$15,000 earnest money
- 5% brokerage commission
- Buyer pays for most diligence, Greeley pays for title commitment
- City obtains dry-up and revegetation covenants
- Leaseback (3 shares of LWIC and 4 shares of WRCC)
  - One year lease, with option to renew annually for four additional years

# Benefits

- **Benefits of divestment:**
  - Water rights retained
  - Reduces maintenance overhead
  - Could seek to re-appropriate sale proceeds for additional water acquisition

# Recommendation

Staff recommends a motion to adopt the ordinance as presented for the divestment of the Thayer Farm Property.

**Note:** On June 15, 2022, the Greeley Water and Sewer Board approved the sale agreement and recommended to City Council the authorization for the sale of the Thayer Farm Property.



Questions?





# Council Agenda Summary

August 2, 2022

Key Staff Contact: Becky Safarik, Community Development Director, 970-350-9786

Tim Swanson, Chief Building Official, 970-350-9853

## Title:

Public hearing and final reading of an ordinance amending Title 22, Buildings and Construction, relating to the adoption of the 2021 International Codes

## Summary:

These proposed code changes are related to the adoption of the 2021 International Building (IBC), Residential (IRC), Mechanical (IMC), Property Maintenance (IPMC), Existing Building (IEBC), Energy Conservation (IECC), Plumbing (IPC), Fuel Gas (IFGC), Fire (IFC) and Mobile Home Codes. Adoption of these internationally recognized codes (except the Mobile Home Code which is local) is typically done approximately every three years, coinciding with the code development results from the Committee Action Hearings, and the Public Comment Hearings of the International Code Council during the previous code cycle. Adopting the most recent edition of the codes allows the City of Greeley to maintain best practices in the construction trades related to the health, safety, and welfare of its citizens. Council last adopted the current set of the 2018 International Codes, with amendments, in 2019.

## The Family of International Codes

The City has a long history of amending certain elements of the adopted codes to reflect local circumstances. The few modifications found in the proposed Ordinance are either related to formatting the Code document or are minor in nature, that is, items customized to Greeley's circumstances.

## Significant Changes

By far, the most significant changes came with the International Energy Conservation Code (IECC). The most significant being increased changes in the R-value of insulation of walls and ceiling/attics, the increased efficiency of window and exterior doors, and the requirement of whole house air duct pressure testing for efficiency.

While these changes will not be eagerly accepted by the industry, House Bill, HB22-1362, signed by the Governor on June 2, 2022, will mandate the adoption of at minimum, the 2021 IECC by January 1, 2025. By adopting the most current edition of the IECC, the City will keep up with current changes that are certain to be even more restrictive in the future.

## The Review Process

These amendments were debated and reviewed by the Construction Trades Advisory and Appeals Board ("CTABB") on April 21, 2022, the draft minutes from that meeting are attached. The proposed amendments have also been reviewed by the City Attorney's Office.

The proposed Ordinance reflects discussion to date and the recommendation to update the current building codes. If adopted, the effective date of these changes would be January 1, 2023.

This item was introduced by City Council at its July 19, 2022 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?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**Legal Issues:**

Consideration of this matter is a legislative process.

**Other Issues and Considerations:**

None noted.

**Strategic Work Program Item or 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 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 by reference to title only.

**Attachments:**

- Ordinance – 2021 International Codes Adoption
- Appendix A
- Construction Trades and Advisory Board Minutes, April 21, 2022 (draft)
- HB22-1362
- HB22-1362 Analysis by Staycie Coons

**CITY OF GREELEY, COLORADO  
ORDINANCE NO. 25, 2022**

**AN ORDINANCE AMENDING TITLE 22, BUILDINGS AND CONSTRUCTION, OF THE GREELEY MUNICIPAL CODE RELATING TO THE ADOPTION OF THE 2021 INTERNATIONAL CODES**

WHEREAS, it becomes necessary to update the Greeley Municipal Code from time to time to adopt the most recent publication of the International Codes, with local amendments; and

WHEREAS, the City of Greeley had previously adopted the 2018 International Codes, with local amendments; and

WHEREAS, the 2021 International Codes have been published and are the most recent edition.

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

Section 1. Chapter 2, Building Code, of Title 22, Buildings and Construction, shall be amended as shown in Appendix A.

Section 2. Chapter 3, Residential Code, of Title 22, Buildings and Construction shall be amended as shown in Appendix A.

Section 3. Chapter 4, Mechanical Code, of Title 22, Buildings and Construction shall be amended as shown in Appendix A.

Section 4. Chapter 5, Property Maintenance Code, of Title 22, Buildings and Construction shall be amended as shown in Appendix A.

Section 5. Chapter 6, Existing Building Code, of Title 22, Buildings and Construction shall be amended as shown in Appendix A.

Section 6. Chapter 8, Energy Conservation Code, of Title 22, Buildings and Construction shall be amended as shown in Appendix A.

Section 7. Chapter 9, Plumbing Code, of Title 22, Buildings and Construction shall be amended as shown in Appendix A.

Section 8. Chapter 10, Fuel Gas Code, of Title 22, Buildings and Construction shall be amended as shown in Appendix A.

Section 9. Chapter 12, Fire Code, of Title 22, Buildings and Construction shall be amended as shown in Appendix A.

Section 10. Chapter 13, Mobile Homes, of Title 22, Buildings and Construction shall be amended as shown in Appendix A.

Section 11. This ordinance shall become effective on January 1, 2023, following its final publication as provided by Section 3-16 of the Greeley City Charter.

**PASSED AND ADOPTED, SIGNED AND APPROVED, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**ATTEST:**

**THE CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

**APPENDIX A**  
**AN ORDINANCE AMENDING TITLE 22, BUILDINGS AND CONSTRUCTION, OF THE GREELEY MUNICIPAL CODE RELATING TO THE ADOPTION OF THE 2021 INTERNATIONAL CODES**  
**GREELEY MUNICIPAL CODE**

Section 1. Chapter 2, Building Code, of Title 22, Buildings and Construction, shall be amended as follows:

Sec. 22-31. International Building Code adopted.

The International Building Code, ~~2018~~ 2021 edition, is hereby adopted by reference for the city, except as amended in this chapter, and is hereinafter referred to as the "building code." The building code is published by the International Code Council, Inc., 5360 Workman Mill Road, Whittier, CA 90601-2298. ~~The building code provides the standards for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.~~

Sec. 22-32. Additions, deletions and amendments to building code designated.

Sections 105.2, 109.3, 109.4, 109.6, 109.7, 110.3.56, 110.6, 113.1, 113.2, 113.3, 113.4, 114.1, 114.4, 406.3.2.1, ~~419.1.1(5)~~, 508.5.1(5), 1008.3, 1507.2.8.4, 1507.2.8.5, 1608.2, 1907.2 and 2707.1 of the building code are hereby enacted as amended, added or deleted to read as set out in sections 22-33 through 22-51.

Sec. 22-33. Section 105.2 amended; work exempt from permit.

Sec. 105.2 of the building code is amended to read as follows:

Sec. *105.2 Work exempt from permit.* Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following: ~~Building.~~

Building:

~~e-1.~~ e-1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m<sup>2</sup>).

~~b-2.~~ b-2. Fences not over 7 feet (2,134 mm) high.

~~e-3.~~ e-3. Oil derricks.

~~e-4.~~ e-4. Retaining walls that are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

~~e-5.~~ e-5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.

~~f-6.~~ f-6. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.

~~g-7.~~ g-7. Temporary motion picture, television and theater stage sets and scenery.

~~h-8.~~ h-8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.

i-9. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

j-10. Swings and other playground equipment accessory to detached one- and two-family dwellings.

k-11. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.

l-12. Nonfixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1,753 mm) in height.

Note: All flatwork requires a permit and shall comply with the applicable provisions of section 24-1022 of the Development Code.

Sec. 22-38. Section 110.3.56 exception deleted; lath and gypsum board inspection.

Sec. 110.3.56 Exception of the building code is deleted in its entirety.

Sec. 22-39. Section 110.6 amended; approval required.

Sec. 110.6 of the building code is amended to read as follows:

110.6 *Approval required.* Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official. There shall be a final inspection and approval of all systems, buildings, and structures, when completed and ready for occupancy and/or use. When applicable, final occupancy shall not occur until a Certificate of Occupancy has been released.

Sec. 22-45. Section 419.1.1 508.5.1(5) added; limitations.

Sec. 419.1.1 508.5.1(5) of the building code is added to read as follows:

(1) The nonresidential area is limited to a maximum occupant load of 49 as determined by Table 1004.1.2.

Section 2. Chapter 3, Residential Code, of Title 22, Buildings and Construction shall be amended as follows:

Sec. 22-76. International Residential Code adopted.

The International Residential Code, ~~2018~~ 2021 edition, is hereby adopted by reference for the city, except as amended in this chapter, and is hereinafter referred to as the "residential code." The residential code is published by the International Code Council, Inc., 5360 Workman Mill Road, Whittier, CA 90601-2298. ~~The residential code provides the standards for the design, erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of one- and two-family dwellings and townhouses. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than~~

three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height.

Sec. 22-77. Additions, deletions and amendments to residential code designated. Sections R105.2 (1), R108.3, R108.5, R108.6, R108.7, R109.4, R112, R113.1, R113.4, Table R301.2(1), R302.3(2), Table R302.6, R302.7, R302.11(3), R310.1, ~~R310.5~~, R311.3.2, ~~R328 R331~~, R405.2.3, R405.2.3.1, R506.3, M1801.1, G2412.9, G2412.10, G2415.9, G2415.12, G2417.4.1, G2417.4.2, G2425.8(7), G2445, P2603.5, P2705.1(5), P2708.1, P2708.1(2), P2718.1, P2904.3.1, P2904.8.1, P2904.8.1(6), Table 3005.4.1, P3005.4.2, Table 3005.4.2, 3007.6, Table P3105.1, P3107.3, Table P3107.3, P3108.3, Table P3108.3, P3109.4, Table P3109.4, P3110.1, P3114.3, Table P3201.7 and Part VIII of the residential code are hereby enacted as amended, added or deleted to read as set out in sections 22-78 through 22-131.

Sec. 22-83. Section R109.4 amended; approval required.

Sec. R109.4 of the residential code is amended to read as follows:

*R109.4 Approval required.* Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official. There shall be a final inspection and approval of all systems, buildings, and structures, when completed and ready for occupancy and/or use. When applicable, final occupancy shall not occur until a Certificate of Occupancy has been released.

Sec. 22-91. Section R302.11(3) amended; fireblocking.

Sec. R302.11(3) of the residential code is amended to read as follows:

~~(13)~~ In concealed spaces between stair stringers at the top and bottom of the run, and between studs along, and in line with the run of stairs. Enclosed spaces under stairs shall comply with section R302.7.

~~Sec. 22-93. Section R310.5 amended; emergency escape windows under decks and porches.~~

~~Sec. R310.5 of the residential code is amended to read as follows:~~

~~R310.5 Emergency escape windows under decks, porches and cantilevers. Emergency escape windows are allowed to be installed under decks, porches and cantilevers provided the location allows the emergency escape window to be fully opened and provides a path not less than 36 inches (914 mm) in height to a yard or court.~~

Sec. 22-93. Reserved.

Sec. 22-96. Section ~~R328~~ R331 added; electric fences.

Sec. ~~R328~~ R331 of the residential code is added in its entirety to read as follows:

Sec. ~~R328~~ R331 *Electric fences.*

~~R328.~~ R331.1 *Definition.* For the purposes of this section, any fence using, carrying or transmitting an electrical current for any purpose is considered an electric fence.

~~R328.2~~ R331.2 *Permit required.* In all cases, electric fences will require approval, and a building permit. All electrical components must be listed and labeled, by a nationally recognized independent testing agency, and installations must be made per the manufacturer's specifications, and the listing requirements.

~~R328.3~~ R331.3 *Signs.* Permanent signs stating "DANGER, ELECTRIC FENCE" must be installed on or around the fence, as deemed necessary by the building inspection division.

~~R328.4~~ R331.4 *Location.* All electric fences must be installed inside a non-electric fence, placed so as to prevent accidental contact from the outside. This subsection does not apply to approved agricultural uses.

~~R328.5~~ R331.5 *Existing fences.* Any existing electric fence identified after the adoption of this code that does not conform to these requirements, shall have 60 days from the date of identification of the fence to come into compliance with these requirements, or the electric fence shall be removed.

Sec. 22-98. Section R405.2.3.1 added; electrical.

Sec. R405.2.3.1 of the residential code is added to read as follows:

R405.2.3.1 Electrical. A 125-volt, 15-ampere, GFCI-protected, electrical receptacle outlet shall be installed within ~~five feet~~ 18 inches (457 mm) of the sump pit location. The branch circuit feeding this outlet shall be a dedicated circuit.

Sec. 22-100. Section M1801.1 amended; venting required.

Sec. M1801.1 of the residential code is amended to read as follows:

*M1801.1 Venting required.* Fuel-burning appliances shall be vented to the outside in accordance with their listing and label and manufacturer's installation instructions. Venting systems shall consist of approved chimneys or vents, or venting assemblies that are integral parts of labeled appliances. Gas-fired appliances shall be vented in accordance with ~~the chapter 24 of this Code~~ the residential code.

Sec. 22-110. Section P2705.1(5) amended; general.

Sec. P2705.1(5) of the residential code is amended to read as follows:

*P2705.1 General.*

~~5.~~ 5. Water closets, lavatories and bidets. A water closet, lavatory or bidet shall not be set closer than 15 inches (381 mm) from its center to any side wall, partition or vanity or closet, or not less than 15 inches (381 mm) from the centerline of a bidet to the outermost rim of an adjacent water closet, or closer than 30 inches (762 mm) center-to-center between adjacent fixtures. There shall be at least a 24 inch (610 mm) clearance in front of the water closet, lavatory or bidet to any wall, fixture or door.

Sec. 22-116. P2904.8.1 amended; preconcealment inspection.

Sec. P2708.1 of the residential code is amended to read as follows:

*P2904.8.1 Preconcealment inspection.*

~~1.~~ 1. Piping is supported in accordance with the pipe manufacturers and sprinkler manufacturers installation instructions.

~~2.~~ 2. The piping system is tested in accordance with section P2503.7.

Section 3. Chapter 4, Mechanical Code, of Title 22, Buildings and Construction shall be amended as follows:



Sec. 22-161. International Mechanical Code adopted.

The International Mechanical Code, ~~2018~~ 2021 edition, is hereby adopted by reference for the city, except as amended in this chapter, and is hereinafter referred to as the "mechanical code." The mechanical code is published by the International Code Council, Inc., 5360 Workman Mill Road, Whittier, CA 90601-2298. ~~The mechanical code provides the standards for the design, installation, alteration and inspection of mechanical systems within this jurisdiction.~~ This code shall regulate the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings. This code shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. The installation of fuel gas distribution piping and equipment, fuel gas-fired appliances and fuel gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code.

Sec. 22-162. Additions, deletions and amendments to mechanical code designated. Sections 106.5.3, ~~108.4~~, ~~108.5~~, ~~109~~, 109.6, 114, 115.4, 202, 312.1, and 506.3.11 Exception, of the mechanical code are hereby enacted as amended, added or deleted to read as set out in sections 22-163 through 22-169.

Sec. 22-163. Section ~~106.5.3~~ 109.6 amended; fee refunds.

Sec. ~~106.5.3~~ 109.6 of the mechanical code is amended to read as follows:

~~106.5.3~~ 109.6 *Fee refunds.* The code official shall authorize the refunding of fees as follows:

- a. The full amount of any fee paid hereunder that was erroneously paid or collected.
- b. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
- c. Not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid more than 180 days from the date of fee payment.

Sec. 22-164. Section ~~108.4~~ 115.4 amended; violation penalties.

Sec. ~~108.4~~ 115.4 of the mechanical code is amended to read as follows:

~~108.4~~ 115.4 *Violation penalties.* Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be punishable pursuant to chapter 10 of title 1 of this Code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. 22-165. Section 108.5 amended; stop-work orders.

Sec. 108.5 of the mechanical code is amended to read as follows:

~~108.5~~ *Stop work orders.* Upon notice from the code official, work on any mechanical system that is being done contrary to the provisions of this code or in a dangerous or

~~unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.~~

Sec. 22-165. Reserved.

Sec. 22-166. Section ~~109~~ 114 amended; means of appeals.

Sec. ~~109~~ 114 of the mechanical code shall be as described in sections 22-40 and 22-41.

Section 4. Chapter 5, Property Maintenance Code, of Title 22, Buildings and Construction shall be amended as follows:

Sec. 22-192. International Property Maintenance Code adopted.

The International Property Maintenance Code, ~~2018~~ 2021 edition, is hereby adopted by reference for the city, except as amended in this chapter, and is hereinafter referred to as the "property maintenance code." The property maintenance code is published by the International Code Council, Inc., 5360 Workman Mill Road, Whittier, CA 90601-2298. The property maintenance code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

Sec. 22-193. Additions, deletions and amendments to property maintenance code designated.

Sections ~~106.4, 107.3, 108.1, 109.4, 111.1.1, 111.2, 111.4, 202, 302.4, 302.8, 304.7, 304.14, 306.2, 308, 602.3 and 602.4~~ of the property maintenance code are hereby enacted as amended, added or deleted to read as set out in sections 22-194 through 22-196.

Sec. 22-194. Section ~~106.4~~ 109.4 amended; violation penalties.

Sec. ~~106.4~~ 109.4 of the property maintenance code is amended to read as follows: ~~106.4~~ 109.4 *Violation penalties.* Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof shall be subject to punishment as provided in chapter 10 of title 1 of this Code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 5. Chapter 6, Existing Building Code, of Title 22, Buildings and Construction shall be amended as follows:

Sec. 22-236. International Existing Building Code adopted.

The International Existing Building Code, ~~2018~~ 2021 edition, is hereby adopted by reference for the city, except as amended in this chapter, and is hereinafter referred to as the "existing building code." The existing building code is published by the

International Code Council, Inc., 5360 Workman Mill Road, Whittier, CA 90601-2298. ~~The existing building code provides the standards for the alteration, repair, addition, moving, change of occupancy and relocation of existing buildings. The provisions of this code shall apply to the repair, alteration, change of occupancy, addition to and relocation of existing buildings.~~

Sec. 22-237. Additions, deletions and amendments to existing building code designated.

Sections 108.4, 112.1, ~~and 113.4, and 1401.2~~ of the existing building code are hereby enacted as amended, added or deleted to read as set out in sections 22-238 through 22-240.

Section 6. Chapter 8, Energy Conservation Code, of Title 22, Buildings and Construction shall be amended as follows:

Sec. 22-286. International Energy Conservation Code adopted.

The International Energy Conservation Code, ~~2018~~ 2021 edition, is hereby adopted by reference for the city, except as amended in this chapter, and is hereinafter referred to as the "energy conservation code." The energy conservation code is published by the International Code Council, Inc., 5360 Workman Mill Road, Whittier, CA 90601-2298. ~~The Energy Conservation Code regulates the design and construction of buildings for the effective use of energy. This code shall regulate the design and construction of buildings for the effective use and conservation of energy over the useful life of each building. This code is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve this objective. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes.~~

Section 7. Chapter 9, Plumbing Code, of Title 22, Buildings and Construction shall be amended as follows:

Sec. 22-306. International Plumbing Code adopted.

The International Plumbing Code, ~~2018~~ 2021 edition, is hereby adopted by reference for the city, except as amended in this chapter, and is hereinafter referred to as the "plumbing code." The building code is published by the International Code Council, Inc., 5360 Workman Mill Road, Whittier, CA 90601-2298. ~~The plumbing code provides the standards for erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing systems within this jurisdiction. The provisions of this code shall apply to the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing systems within this jurisdiction. This code shall regulate nonflammable medical gas, inhalation anesthetic, vacuum piping, nonmedical oxygen systems and sanitary and condensate vacuum collection systems. The installation of fuel gas distribution piping and equipment, fuel-gas-fired water heaters and water heater venting systems shall be regulated by the International Fuel Gas Code. Provisions in the appendices shall not apply unless specifically adopted.~~

Sec. 22-307. Additions, deletions and amendments to plumbing code designated. Sections 106.6.3 109.5, 108.4 115.4, 108.5, 109 114, 305.4, 405.3.1, 405.6, 406.2, 414.2 417.2, 417.4 421.4 417.4 421.4 Exception, 712.4.2, 712.4.3, Table 906.1, Table 909.1, 914.1, 915.3, 918.3, 1003.3.4.1 1003.3.5.1, 1103.1, 1113.1.2, and 1113.1.3 of the plumbing code are hereby enacted as amended, added or deleted to read as set out in sections 22-308 through 22-329.

Sec. 22-308. Section ~~106.6.3~~ 109.5 amended; fee refunds.

Sec. ~~106.6.3~~ 109.5 of the plumbing code is amended to read as follows:

~~106.6.3~~ 109.5 *Fee refunds.* The code official shall authorize the refunding of fees as follows:

- a. The full amount of any fee paid hereunder that was erroneously paid or collected.
- b. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
- c. Not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid more than 180 days from the date of fee payment.

Sec. 22-309. Section ~~108.4~~ 115.4 amended; violation penalties.

Sec. ~~108.4~~ 115.4 of the plumbing code is amended to read as follows:

~~108.4~~ 115.4 *Violation penalties.* Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be punishable pursuant to chapter 10 of title 1 of this Code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 8. Chapter 10, Fuel Gas Code, of Title 22, Buildings and Construction shall be amended as follows:

Sec. 22-347. International Fuel Gas Code adopted.

The International Fuel Gas Code, ~~2018~~ 2021 edition, is hereby adopted by reference for the city, except as amended in this chapter, and is hereinafter referred to as the "fuel gas code." The fuel gas code is published by the International Code Council, Inc., 5360 Workman Mill Road, Whittier, CA 90601-2298. ~~The fuel gas code shall apply to the installation of fuel-gas piping systems, fuel-gas utilization equipment and related accessories.~~ This code shall apply to the installation of fuel-gas piping systems, fuel gas appliances, gaseous hydrogen systems and related accessories in accordance with Sections 101.2.1 through 101.2.5.

Sec. 22-348. Additions, deletions and amendments to fuel gas code designated.

Sections ~~106.6.3, 108.4, 108.5, 109,~~ 109.6, 113, 115.4, 401.9, 401.10, 404.9, 404.12, 406.4.1, 406.4.2, and 621 of the fuel gas code are hereby enacted as amended, added, or deleted to read as set out in sections 22-349 through 22-359.

Sec. 22-349. Section ~~106.6.3~~ 109.6 amended; fee refunds.

Sec. ~~106.6.3~~ 109.6 of the fuel gas code is amended to read as follows:

~~106.6.3~~ 109.6 *Fee refunds.* The code official shall authorize the refunding of fees as follows:

- a. The full amount of any fee paid hereunder that was erroneously paid or collected.
- b. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
- c. Not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid more than 180 days from the date of fee payment.

Sec. 22-350. Section ~~108.4~~ 115.4 amended; violation penalties.

Sec. ~~108.4~~ 115.4 of the fuel gas code is amended to read as follows:

~~108.4~~ 115.4 *Violation penalties.* Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be punishable pursuant to chapter 10 of title 1 of this Code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. ~~22-351~~. Section ~~108.5~~ amended; ~~stop work orders.~~

Sec. ~~108.5~~ of the fuel gas code is amended to read as follows:

~~108.5~~ *Stop work orders.* ~~Upon notice from the code official, work on any plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.~~

Sec. 22-351. Reserved.

Sec. 22-352. Section ~~109~~ 113 amended; means of appeal.

Sec. ~~109~~ 113 of the fuel gas code shall be as described in sections 22-40 and 22-41.

Section 9. Chapter 12, Fire Code, of Title 22, Buildings and Construction shall be amended as follows:

Sec. 22-454. International Fire Code adopted.

The International Fire Code, ~~2018~~ 2021 edition, is hereby adopted by reference for the city, except as amended in this chapter, and is hereinafter referred to as the "fire code." The fire code is published by the International Code Council, Inc., 5360 Workman Mill Road, Whittier, CA 90601-2298. The fire code shall establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life, safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide safety to firefighters and emergency responders during emergency operations.

Sec. 22-455. Additions, deletions and amendments to fire code designated. Sections 101.1, 102.3, 102.4, 102.7, 104.1.1, 105.6.32, ~~109.1, 110.4, 111.1, 112.4, 113.4, 903.2.8, 903.3.1.3~~, 5504.3.1.1.3, 5704.2.9.6.1, 5706.3.1, 5706.3.1.1, 5706.3.1.2, 5706.3.1.3.1, 5706.3.1.3.2, 6104.2.1, and 6104.3.2, Chapter 80, Appendix B and Appendix C of the fire code are hereby enacted as amended, added or deleted to read as set out in sections 22-456 through 22-4737.

Sec. 22-462. Section ~~109.1~~ 111.1 amended; appeals process.

Sec. ~~109.1~~ 111.1 of the fire code is amended to read as follows:

~~109.1~~ 111.1 Appeals process. All appeals shall first be made in writing to the fire marshal. A subsequent appeal to the fire marshal's decision shall be made in writing to the fire chief. An appeal to the fire chief's decision shall be made in writing to the city construction trades advisory and appeals board. All decisions and findings shall be rendered in writing to the appellant with a duplicate copy filed in the office of the fire marshal. Rulings by the city construction trades advisory and appeals board shall be final.

Sec. 22-463. Section ~~110.4~~ 112.4 amended; violation penalties.

Sec. ~~110.4~~ 112.4 of the fire code is amended to read as follows:

~~110.4~~ 112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor infraction, and punishable pursuant to chapter 9 of title 1 of this Code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. 22-464. Section ~~112.4~~ 113.4 amended; failure to comply.

Sec. ~~112.4~~ 113.4 of the fire code is amended to read as follows:

~~112.4~~ 113.4 Failure to comply. Any person who shall continue any work after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be punishable pursuant to chapter 9 of title 1 of this Code.

Sec. 22-466. Section 903.3.1.3 amended; NFPA 13D Sprinkler Systems.

Sec. 903.3.1.3 of the fire code is amended to read as follows:

903.3.1.3 NFPA 13D Sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4 Condition 1; and townhouses shall NOT be permitted to be installed throughout in accordance with NFPA 13D. When required, automatic residential fire sprinkler systems in one- and two-family dwellings; Group R-3; Group R-4 Condition 1; and townhouses shall be installed throughout in accordance with Section P2904 of the Residential Code.

Sec. 22-4667. Section 5504.3.1.1.3 amended; location.

Sec. 5504.3.1.1.3 of the fire code is amended to read as follows:

5504.3.1.1.3 *Location*. Stationary containers shall be located in accordance with section 3203.6. Containers of cryogenic fluids shall not be located within diked areas containing other hazardous materials.

Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited except in those areas zoned industrial.

Sec. 22-4678. Section 5704.2.9.6.1 amended; locations where aboveground tanks are prohibited.

Sec. 5704.2.9.6.1 of the fire code is amended to read as follows:

5704.2.9.6.1 *Locations where aboveground tanks are prohibited*. Storage of Class I and II liquids in aboveground tanks outside of buildings shall be prohibited except in those areas zoned C-L, C-H, I-L, I-M, I-H, H-A and PUD subject to the approval of the fire code official.

Sec. 22-4689. Section 5706.3.1 amended; location.

Sec. 5706.3.1 of the fire code is amended to read as follows:

5706.3.1 *Location*. The location of oil and natural gas operations shall be in accordance with Safety Regulations of the Colorado Oil and Gas Conservation Commission and the City of Greeley Development Code. Setbacks contained therein shall apply to new and existing oil and gas operations.

Sec. 22-46970. Section 5706.3.1.2 deleted; streets and railways.

Sec. 5706.3.1.2, Streets and railways, shall be deleted in its entirety.

Sec. 22-4701. Section 5706.3.1.3.1 deleted; Group A, E or I buildings.

Sec. 5706.3.1.3.1, Group A, E or I buildings, shall be deleted in its entirety.

Sec. 22-4712. Section 5706.3.1.3.2 deleted; existing wells.

Sec. 5706.3.1.3.2, Existing wells, shall be deleted in its entirety.

Sec. 22-4723. Section 6104.2.1 added; maximum capacity with limits in residential areas.

Sec. 6104.2.1 of the fire code shall be added as follows:

6104.2.1 *Maximum capacity with limits in residential areas*. The storage and use of liquefied petroleum gas in residential areas for barbeques, RVs or other recreational uses shall be limited to portable containers of 10-gallon water capacity or less per dwelling unit. The total amount to be allowed in storage or use shall be limited to 20-gallon water capacity per dwelling unit.

Sec. 22-4734. Section 6104.3.3 added; structure fuel containers.

Sec. 6104.3.3 of the fire code shall be added as follows:

6104.3.3 *Structure fuel containers*. Containers used to fuel structures shall be prohibited where a natural gas utility is available for such purposes within 1,000 feet of the structure.

Sec. 22-475. Chapter 80 is amended with the addition of NFPA Standard 855-20: Standard for the Installation of Stationary Energy Storage Systems.

The Fire Code is amended by the addition of NFPA Standard 855-20-Standard for the Installation of Stationary Energy Storage Systems.

Sec. 22-476. APPENDIX B added - Fire-Flow Requirements for Buildings.  
The Fire Code is amended by the addition of the Appendix B.

Sec. 22-477. APPENDIX C added – Fire Hydrants Locations and Distribution.  
The Fire Code is amended by the addition of the Appendix C.

Sec. ~~22-474~~ 22-478 - 22-499. Reserved.

Section 10. Chapter 13, Mobile Homes, of Title 22, Buildings and Construction shall be amended as follows:

Sec. 22-501 - Installation standards.

(a) *Permit required for installation.* No mobile home shall be installed on a home site without first obtaining a building permit from the building official for each such installation.

(b) *Mobile home inspection.* Each mobile home shall be in generally sound physical condition as determined by the building official prior to the issuance of a permit. No mobile home shall be installed or placed upon a home site after the effective date of the ordinance form which this chapter is derived unless such home bears a label or has equivalent documentation certifying that the home was constructed in accordance with the Federal Manufactured Home Construction and Safety Standards Act of 1976 or NFPA, ANSI 119.1 or the equivalent. Mobile homes constructed before June 15, 1976, may be installed subject to approval on an individual basis by the building official, upon finding that the home is in safe, sound physical condition, and meets all other provisions of the standards specified in this chapter. Prior to the inspection by the building official, a permit shall be issued to the purchaser of the mobile home. This permit is to cover the costs of the inspection.

(c) *Site preparation and foundations.* All pad site foundations shall be cleared of vegetation, located on undisturbed soil or approved fill and be graded such that supporting piers are plumb. The following foundation standards shall be applied, unless the building official approves equivalent techniques for site preparation and foundations that are as safe or safer than the techniques described herein.

(d) *Skirting.* Each mobile home shall be provided with perimeter skirting between the ground and bottom of the mobile home floor within 30 days after utility connections are made. Such skirting shall be a durable rigid, weather-resistant siding material approved for such use, such as finished exterior plywood, fiberglass or equivalent material, all of similar style to that of the mobile home. Skirting shall be securely attached to the mobile home to prevent unsupervised access to mobile home utility connections. The building official may approve equivalent techniques for skirting for mobile homes if the official feels the equivalent techniques are as safe or safer than the techniques described herein.

(e) *Anchoring and tie-down requirements.* General requirements. Every mobile home shall have an anchoring system installed which will prevent uplift, sliding, rotation and overturning. Such system shall be composed of approved cables, eye bolts, straps and other hardware sufficient to withstand a tensile load of 4,725 pounds at each anchor



connection, without failure, creep or withdrawal. All such hardware shall be corrosion-resistant-coated steel or equivalent.

(f) *Tie-down requirements.* Number of sets and anchors. Mobile homes up to 50 feet in length shall have two tie-down sets and four anchors. Mobile homes between 50 and 70 feet in length shall have three tie-down sets and six anchors. Mobile homes over 70 feet in length shall have four tie-down sets and eight anchors.

(g) *Tie-down requirements.* Types of tie-downs allowed. Tie-downs shall be cable, steel strapping, steel bands or other materials having equivalent strength and holding power. The following tie-down requirements shall be applied unless the building official approves equivalent techniques for tie-downs or anchors that are as safe or safer than the techniques described herein:

(1) *Cable.* When cable is used for tie-downs, it shall either be galvanized or stainless steel. The cable shall be at least three-eighths-inch diameter. Steel cable shall be 7 x 7 (7 strands of 7 wires each). Aircraft cable may be used that is at least 7 x 19 (7 strands of 19 wires each).

(2) *Steel strapping.* When flat steel strapping is used for tie-downs, it shall meet all federal specifications. Strapping shall have a breaking strength of 4,750 pounds and have zinc coating of a minimum of 0.30 ounce per square foot of surface.

(3) *Steel bands.* Steel bands used for ties shall terminate with D-rings or other devices that will not cause distortion of the band with a tensioning device attached.

(4) *Use of other types of tie-downs.* Other materials, connectors or means of securing tie-downs may be considered by the building official, provided they are equal to the above specifications in permanence, strength, holding power and weather resistance.

(h) *Tie-down requirements.* Anchorage and turnbuckles. All ties shall be fastened to an anchorage and shall be drawn tight with one-half-inch or larger galvanized, drop-forged turnbuckles or other equivalent tightening device approved by the building official or designee. Turnbuckles are ended with jaws of forged or welded eyes. Turnbuckles with hook ends shall not be used.

(i) *Tie-down requirements; connections; prevention of cutting.* Connection to the I-beam may be by a five-eighths-inch drop-forged closed eyed, bolted through a hole drilled through the beam. A washer or its equivalent is used so that the beam is sufficiently fishplated through the hole. Sharp edges of the mobile home that would tend to cut the cable when the home is buffeted by wind shall be protected by a thimble or other device to prevent cutting.

(j) *Anchorage.* The anchoring system shall be composed of approved materials and installed in a manner to prevent movement. The following anchorage requirements shall be applied unless the building official approves equivalent techniques for anchors that are as safe or safer than the techniques described herein:

(1) *Over-the-home ties.* When designed to accommodate over-the-home ties, ground anchors shall be aligned with piers and situated immediately below the outer wall of the mobile home, provided this placement allows for sufficient angle for anchor-to-frame connections.

(2) *Steel rods; dead anchors.* Steel rods shall be of a five-eighths-inch minimum diameter with a forged or welded eye at the top; the bottom of the rod for dead-man anchors shall be hooked into the concrete. Dead-man anchors shall be sunk to a depth of at least three feet, with a minimum vertical dimension of two feet, and a diameter of six inches.

(3) *Concrete slabs.* The building official may approve anchors to reinforced concrete slabs. Anchors shall be spaced a maximum of eight feet on center and no more than five feet from each end of the mobile home. No celled concrete block shall be provided.

(4) *Augers.* Augers shall be at least six inches in diameter, with arrowheads of eight inches and shall be sunk to a depth of at least three feet.

(k) *Piers.* One pier shall be required for each required anchorage. Required piers shall be centered under each main frame or chassis member within five feet of anchorage, and the end piers shall be no farther than five feet from the ends of the mobile home.

(1) *Piers and footings.* All piers shall be placed on footers of concrete with a minimum dimension of sixteen inches by 16 inches by four inches (16" x 16" x 4"), or an equivalent approved by the building official. Piers shall be topped with a concrete cap eight inches by 16 inches by four inches (8" x 16" x 4").

(2) *Pier dimensions.* Piers shall be constructed as standard eight inches by eight inches by 16 inches (8" x 8" x 16") celled concrete blocks placed over the footings with the long dimension crosswise to the main frame members and centered under them with cells vertical. Piers shall be placed in a manner that allows the mobile home to be located as close to the ground as possible.

(3) *Piers; shims.* Hardwood shims are driven tight between the cap and each side of the main frame to provide uniform bearing and are four inches or less in thickness and wide enough to provide bearing over the top cap.

(4) *Other types of piers and footings.* The building official may approve other types of piers and footings of equivalent permanence and weight-bearing ability.

(5) *Metal stands.* Metal stands engineered and designed for mobile home installation and approved by the building official may be used. Stands shall be installed per manufacturer's requirements.

(l) *Alternative tie-down and blocking methods.* If a mobile home community owner or developer wishes to use different tie-down, blocking or anchorage systems than those required by this chapter, the owner shall first obtain approval from the city's building official, demonstrating compliance with this code and ordinances and with professional standards and methods. The planning commission shall grant approval at the time the proposed final site plan is under review.

(m) *Landings and porches.* Each mobile home shall be provided with a minimum thirty-six-inch by thirty-six-inch (36" x 36"), structurally independent, landing or porch within ~~eight~~ seven and three quarters (7 ¾) inches, measured vertically to the top of the threshold, of all doorways, thresholds. ~~Such~~ The required landing or porch shall be served by either stairs or ramp, ~~guardrail guards~~ and handrails and shall be constructed in accordance with the adopted City Building Residential Code.

(n) *Structural additions.* Additions, carports, decks and similar accessory structures or buildings shall not be structurally supported by or attached to a mobile or manufactured home unless the mobile or manufactured home is supported by and attached to an engineered permanent foundation, or engineering calculations are submitted to substantiate any proposed structural connection.

Exception: The building official may waive the submission of engineering calculations if it is found that the nature of the work applied for is such that engineering calculations are not necessary to show conformance to these provisions.

**CONSTRUCTION TRADES ADVISORY & APPEALS BOARD**  
**Proceedings**

**April 21, 2022**  
**1100 10<sup>th</sup> Street, Room 1105**  
**City Center North**  
**9:00 AM**

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**I. Call to Order**

Chair Jim Morris called the meeting to order at 9:04 AM. Board members Jim Morris, Don Hobart, Dick Spitler, Dave Powell, Wendell Heyen, Brian Persons, Brad Shade, and Thomas Roche were present, and virtually present was Brian Horning. Board members Andy Phelps and Stephen Schapps were absent. Staff present were Chief Building Official Tim Swanson and Ken Haring.

**II. Introductions**

**III. Approval of the March 30, 2021, Board Meeting Minutes**

Jim Morris asked if there were any comments or corrections to the Board Meeting Minutes. Hearing no comments, Don Hobart made a motion to approve the March 30, 2021 Board Meeting Minutes, Second by Dick Spitler. With no further discussion, the vote was 9-0 for approval of the minutes.

**IV. Review of the Fort Collins requirement for Class 4 Impact Resistant shingles.**

Tim explained that Brian Persons had emailed him and asked if the Board could discuss Fort Collins's amendment to require Class 4 shingles, so he put it on the agenda. Brian explained that the requirement made sense, that there would be less waste going to the landfills after a hail event, and that ultimately it would save the homeowner money. Discussion followed. Dick Spitler stated that this is something that the consumers should decide, it should not be a requirement. Brian said it could be recorded on the permit that it was a Class 4 roof, you can't tell the difference looking at them. Wendell Heyen stated that when he did his roof, the cost-benefit was too high, it was not worth it. Jim stated that if you are replacing the roof on a house you are selling, you would want to put the cheapest roof possible on. Tim said that it appeared that everyone had spoken, and there was no support for it. Jim asked if we should vote on it, Tim said no, that it was not suggested as an amendment, merely a discussion, and there was obviously no support for it.

**V. Review of proposed amendments to the Greeley Municipal Code.**

Jim stated that the purpose of the meeting was to review the proposed amendments to the 2021 International Codes for adoption. Jim turned it over to Tim Swanson to discuss the review. Tim stated he was going to point out to the Board some of the significant changes to the International Building Code, and the International Residential Code. Tim pointed out that none of the significant changes were being considered for amendments. Tim stated that as far as the amendments that are being proposed, none of them were new, merely housekeeping to update section numbers or deleted amendments that had been codified. Don Hobart asked about Section 22-33, Subsection 4., what "supporting a surcharge" meant. Tim explained that his interpretation was that there was a different level of fill material. Wendell asked if we were going to stay with 120 square feet for accessory structures. Tim said yes that it is also in the development code the same way. Don asked why in Section 22-48, that the flashing requirement was for only asphalt shingles. Tim explained that the section was specific to only asphalt shingles.

**VI. Discussion and approval to recommend adoption of the 2021 International Code’s to the City Council**

Jim Morris asked if there was any further discussion or questions before voting to recommend the adoption of the 2021 International Codes to the City Council. Hearing none, Wendell Heyen made a motion to recommend the adoption of the 2021 International Codes, with the proposed amendments, to the City Council. Second by Jim Morris. With no further discussion, the vote was 8-1 for approval.

**VII. Old Business**

None

**VIII. New Business**

Wendell brought up that in the 2023 NEC, that the square foot requirement for peninsula receptacle outlets was deleted. Back to what the 2017 had required. Thomas Roche asked when the I-Codes effective date would be, Tim replied January 1, 2023. Thomas asked if a project was in the pipeline if the developer could stay under the current code. Tim replied that if the application is less than 180 days, it could stay under the code it was submitted under.

**IX. Adjournment**

Jim Morris asked if there was any more New Business to discuss, then said that he did have something, he asked Tim Swanson if he was aware that Andy Phelps had moved out of State, Tim replied that he had heard the day before, and would advise the City Clerk’s Office so they could advertise for a replacement in the Building background-position. Hearing nothing else, he said he would entertain a motion to adjourn. Brad Shade made a motion to adjourn. Second by Wendell Heyen. With no further discussion, the vote was 9-0 for approval.

**Meeting adjourned at 9:48 AM**

Jim Morris, Chair\_\_\_\_\_

\_\_\_\_\_  
Timothy H. Swanson, Secretary

Second Regular Session  
Seventy-third General Assembly  
STATE OF COLORADO

**REREVISED**

*This Version Includes All Amendments  
Adopted in the Second House*

LLS NO. 22-0058.02 Pierce Lively x2059

**HOUSE BILL 22-1362**

**HOUSE SPONSORSHIP**

**Bernett and Valdez A.**, Amabile, Bacon, Benavidez, Boesenecker, Cutter, Froelich, Hooton, Jodeh, Kennedy, Kipp, Lindsay, Lontine, McCormick, Michaelson Jenet, Sirota, Titone, Woodrow

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**House Committees**

Energy & Environment  
Appropriations

**Senate Committees**

State, Veterans, & Military Affairs  
Appropriations

SENATE  
Amended 3rd Reading  
May 9, 2022

**A BILL FOR AN ACT**

101 **CONCERNING THE REDUCTION OF BUILDING GREENHOUSE GAS**  
102 **EMISSIONS, AND, IN CONNECTION THEREWITH, REQUIRING THE**  
103 **DIRECTOR OF THE COLORADO ENERGY OFFICE AND THE**  
104 **EXECUTIVE DIRECTOR OF THE DEPARTMENT OF LOCAL AFFAIRS**  
105 **TO APPOINT AN ENERGY CODE BOARD THAT DEVELOPS TWO**  
106 **MODEL CODES, REQUIRING LOCAL GOVERNMENTS AND CERTAIN**  
107 **STATE AGENCIES TO ADOPT AND ENFORCE CODES THAT ARE**  
108 **CONSISTENT WITH THE MODEL CODES DEVELOPED BY THE**  
109 **ENERGY CODE BOARD, CREATING THE BUILDING**  
110 **ELECTRIFICATION FOR PUBLIC BUILDINGS GRANT PROGRAM,**  
111 **CREATING THE HIGH-EFFICIENCY ELECTRIC HEATING AND**  
112 **APPLIANCES GRANT PROGRAM, AND ESTABLISHING THE CLEAN**  
113 **AIR BUILDING INVESTMENTS FUND.**

SENATE  
Amended 2nd Reading  
May 7, 2022

HOUSE  
3rd Reading Unamended  
May 2, 2022

HOUSE  
Amended 2nd Reading  
April 29, 2022

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
Capital letters or bold & italic numbers indicate new material to be added to existing statute.  
Dashes through the words indicate deletions from existing statute.

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## Bill Summary

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill requires the Colorado energy office (office) to identify for adoption 3 sets of model code language:

- Model electric and solar ready code language;
- Model low energy and carbon code language; and
- Model green code language.

On or before January 1, 2025, municipalities, counties, the office of the state architect, the division of housing, and the division of fire prevention and control shall adopt and enforce an energy code that achieves equivalent or better energy performance than the 2021 international energy conservation code and the model electric and solar ready code language identified for adoption by the office.

On or before January 1, 2030, municipalities, counties, the office of the state architect, the division of housing, and the division of fire prevention and control shall adopt and enforce an energy code that achieves equivalent or better energy and carbon emissions performance than the model low energy and carbon code language identified for adoption by the office.

In the event of a conflict between the 2021 international energy conservation code, the 2024 international energy conservation code, or any of these 3 sets of model code language and either the Colorado plumbing code or the national electric code, the Colorado plumbing code or the national electric code prevails.

The bill creates 2 primary grant programs:

- The building electrification for public buildings grant program to provide grants to local governments, school districts, state agencies, and special districts for the installation of high-efficiency electric heating equipment; and
- The high-efficiency electric heating and appliances grant program to provide grants to local governments, utilities, nonprofit organizations, and housing developers for the installation of high-efficiency electric heating equipment in multiple structures within a neighborhood.

The bill establishes the clean air building investments fund, a continuously appropriated cash fund, to fund the creation, implementation, and administration of both of these grant programs.

The bill also requires the following transfers from the general fund:

- \$3 million to the energy fund created for the Colorado energy office to issue grants and provide training related to the 2021 international energy conservation code, electric and solar ready codes, and low energy and carbon codes;
- \$10 million to the clean air building investments fund for the creation, implementation, and administration of the building electrification for public buildings grant program; and
- \$12 million to the clean air building investments fund for the creation, implementation, and administration of the high-efficiency electric heating and appliances grant program.

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1. In Colorado Revised Statutes, add part 4 to article 38.5 of title 24 as follows:**

**PART 4**

**ENERGY CODE ADOPTION**

**24-38.5-401. Energy code board - appointment - creation - duties - definitions - repeal. (1) Definitions. AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:**

**(a) "ACCEPTABLE REFRIGERANT" MEANS A REFRIGERANT THAT IS:**

**(I) LISTED AS ACCEPTABLE IN 42 U.S.C. SEC. 7671k OF THE FEDERAL "CLEAN AIR ACT" AND USED IN EQUIPMENT THAT IS LISTED AND INSTALLED PURSUANT TO THE USE CONDITIONS IMPOSED WITHIN THAT SECTION; AND**

**(II) LISTED AS ACCEPTABLE IN APPENDIX U AND APPENDIX V OF SUBPART G OF 40 CFR 82 AND USED IN EQUIPMENT THAT IS LISTED AND INSTALLED PURSUANT TO THE USE CONDITIONS IMPOSED WITHIN THOSE APPENDICES.**

1           (b) "ELECTRIC READY" MEANS ADEQUATE PANEL CAPACITY,  
2           DEDICATED ELECTRIC PANEL SPACE, ELECTRICAL WIRE, ELECTRICAL  
3           RECEPTACLES, AND ADEQUATE PHYSICAL SPACE TO ACCOMMODATE  
4           FUTURE INSTALLATION OF HIGH-EFFICIENCY ELECTRIC APPLIANCES  
5           INCLUDING HEATING, WATER HEATING, COOKING, DRYING, AND AN  
6           ELECTRIC VEHICLE.

7           (c) "ENERGY CODE BOARD" MEANS THE ENERGY CODE BOARD  
8           APPOINTED BY THE DIRECTORS OF THE COLORADO ENERGY OFFICE AND  
9           THE DEPARTMENT OF LOCAL AFFAIRS PURSUANT TO SUBSECTION (2) OF  
10          THIS SECTION.

11          (d) (I) "EV CAPABLE" MEANS A PARKING SPACE THAT:

12           (A) HAS THE ELECTRICAL PANEL CAPACITY AND CONDUIT  
13           INSTALLED TO SUPPORT FUTURE IMPLEMENTATION OF ELECTRICAL  
14           VEHICLE CHARGING WITH A MINIMUM OF TWO HUNDRED EIGHT VOLTS AND  
15           A MINIMUM OF FORTY-AMPERE RATED CIRCUITS; AND

16           (B) IS ADJACENT TO THE TERMINAL POINT OF THE CONDUIT FROM  
17           THE ELECTRICAL FACILITIES DESCRIBED IN SUBSECTION (1)(d)(I)(A) OF  
18           THIS SECTION.

19           (II) "EV CAPABLE" INCLUDES TWO ADJACENT PARKING SPACES IF  
20           THE CONDUIT FOR THE ELECTRICAL FACILITIES DESCRIBED IN SUBSECTION  
21           (1)(d)(I)(A) OF THIS SECTION TERMINATES ADJACENT TO AND BETWEEN  
22           BOTH PARKING SPACES.

23          (e) (I) "EV READY" MEANS A PARKING SPACE THAT:

24           (A) HAS THE ELECTRICAL PANEL CAPACITY, RACEWAY WIRING,  
25           RECEPTACLE, AND CIRCUIT OVERPROTECTION DEVICES INSTALLED TO  
26           SUPPORT FUTURE IMPLEMENTATION OF ELECTRICAL VEHICLE CHARGING  
27           WITH A MINIMUM OF TWO HUNDRED EIGHT VOLTS AND A MINIMUM OF



1 FORTY-AMPERE RATED CIRCUITS; AND  
2 (B) IS ADJACENT TO THE RECEPTACLE FOR THE ELECTRICAL  
3 FACILITIES DESCRIBED IN SUBSECTION (1)(e)(I)(A) OF THIS SECTION.  
4 (II) "EV READY" INCLUDES TWO ADJACENT PARKING SPACES IF THE  
5 RECEPTACLE FOR THE ELECTRICAL FACILITIES DESCRIBED IN SUBSECTION  
6 (1)(e)(I)(A) OF THIS SECTION IS INSTALLED ADJACENT TO AND BETWEEN  
7 BOTH PARKING SPACES.  
8 (f) "EV SUPPLY EQUIPMENT" MEANS:  
9 (I) AN ELECTRIC VEHICLE CHARGING SYSTEM AS DEFINED IN  
10 SECTION 38-12-601 (6)(a) THAT HAS POWER CAPACITY OF AT LEAST 6.2  
11 KILOWATTS AND HAS THE ABILITY TO CONNECT TO THE INTERNET; OR  
12 (II) AN INDUCTIVE RESIDENTIAL CHARGING SYSTEM FOR  
13 BATTERY-POWERED ELECTRIC VEHICLES THAT:  
14 (A) IS CERTIFIED BY UNDERWRITERS LABORATORIES OR AN  
15 EQUIVALENT CERTIFICATION;  
16 (B) COMPLIES WITH THE CURRENT VERSION OF ARTICLE 625 OF THE  
17 NATIONAL ELECTRICAL CODE, PUBLISHED BY THE NATIONAL FIRE  
18 PROTECTION ASSOCIATION, AND OTHER APPLICABLE INDUSTRY  
19 STANDARDS;  
20 (C) IS ENERGY STAR CERTIFIED; AND  
21 (D) HAS THE ABILITY TO CONNECT TO THE INTERNET.  
22 (g) "INDIVIDUAL WITH A DISABILITY" HAS THE SAME MEANING AS  
23 SET FORTH IN THE FEDERAL "AMERICANS WITH DISABILITIES ACT OF  
24 1990", 42 U.S.C. SEC. 12101 ET SEQ., AND ITS RELATED AMENDMENTS AND  
25 IMPLEMENTING REGULATIONS.  
26 (h) "INTERNATIONAL ENERGY CONSERVATION CODE" MEANS THE  
27 ENERGY CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, OR

1 SUBSEQUENT CODE OR ENTITY.

2 (i) "MIXED FUEL USE BUILDING" MEANS A RESIDENTIAL OR  
3 COMMERCIAL BUILDING THAT IS DESIGNED AND BUILT WITH EQUIPMENT  
4 THAT USES GASEOUS FUELS ON SITE IN ADDITION TO ELECTRICITY.

5 (j) "PROVISIONS FOR ELECTRICAL SERVICE CAPACITY" MEANS:

6 (I) BUILDING ELECTRICAL SERVICE, SIZED FOR THE ANTICIPATED  
7 LOAD OF ELECTRIC VEHICLE CHARGING STATIONS, THAT HAS OVER  
8 CURRENT PROTECTION DEVICES NECESSARY FOR ELECTRIC VEHICLE  
9 CHARGING STATIONS OR HAS ADEQUATE SPACE TO ADD OVER CURRENT  
10 PROTECTION DEVICES;

11 (II) A CONDUIT SYSTEM INSTALLED FROM BUILDING ELECTRICAL  
12 SERVICE TO PARKING SPACES THAT CAN SUPPORT, AT A MINIMUM,  
13 ELECTRICAL WIRING FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING  
14 STATIONS, AND, IF THE CONDUIT SYSTEM IS FOR FUTURE INSTALLATION OF  
15 ELECTRIC VEHICLE CHARGING STATIONS, THAT LABELS BOTH ENDS OF THE  
16 CONDUIT SYSTEM TO MARK THE CONDUIT SYSTEM AS PROVIDED FOR  
17 FUTURE ELECTRIC VEHICLE CHARGING STATIONS; AND

18 (III) SPACE WITHIN A BUILDING TO ADD ADDITIONAL BUILDING  
19 ELECTRICAL SERVICE FOR INSTALLATION OF ELECTRICAL SERVICE  
20 CAPACITY FOR ELECTRIC VEHICLE CHARGING STATIONS.

21 (k) "SOLAR READY" MEANS ADEQUATE PANEL CAPACITY,  
22 DEDICATED ELECTRICAL PANEL SPACE, ELECTRICAL CONDUIT, PHYSICAL  
23 ROOF SPACE, AND STRUCTURAL LOAD TO ACCOMMODATE FUTURE  
24 INSTALLATION OF SOLAR PANELS, WITH EXEMPTIONS FOR SMALL ROOFS  
25 AND CONSISTENTLY SHADED ROOFS.

26 (l) "STATE AGENCIES" MEANS THE OFFICE OF THE STATE  
27 ARCHITECT, THE DIVISION OF FIRE PREVENTION AND CONTROL, AND THE

1 DIVISION OF HOUSING.

2 (2) Appointment of the energy code board. ON OR BEFORE  
3 OCTOBER 1, 2022, THE DIRECTORS OF THE COLORADO ENERGY OFFICE AND  
4 THE DEPARTMENT OF LOCAL AFFAIRS SHALL APPOINT AND CONVENE AN  
5 ENERGY CODE BOARD TO DEVELOP BOTH A MODEL ELECTRIC READY AND  
6 SOLAR READY CODE AND A MODEL LOW ENERGY AND CARBON CODE FOR  
7 ADOPTION BY COUNTIES, MUNICIPALITIES, AND STATE AGENCIES.

8 (3) (a) Membership of the energy code board. THE ENERGY  
9 CODE BOARD CONSISTS OF THE FOLLOWING MEMBERS APPOINTED BY THE  
10 DIRECTOR OF THE COLORADO ENERGY OFFICE:

11 (I) THE DIRECTOR OF THE COLORADO ENERGY OFFICE OR THE  
12 DIRECTOR'S DESIGNEE;

13 (II) ONE MEMBER REPRESENTING THE URBAN COUNTIES OF THE  
14 STATE;

15 (III) ONE MEMBER REPRESENTING THE MUNICIPALITIES IN RURAL  
16 AREAS OF THE STATE;

17 (IV) TWO MEMBERS REPRESENTING ENVIRONMENTAL OR  
18 SUSTAINABILITY GROUPS;

19 (V) ONE MEMBER WHO IS A SOLAR POWER EXPERT;

20 (VI) ONE MEMBER WHO IS AN ENERGY EFFICIENCY EXPERT;

21 (VII) ONE MEMBER REPRESENTING PROFESSIONAL ENGINEERS  
22 WITH EXPERIENCE WORKING ON SYSTEMS FOR BUILDINGS;

23 (VIII) ONE MEMBER REPRESENTING AN ELECTRICAL UTILITY, A  
24 GAS UTILITY, OR A COMBINED ELECTRIC AND GAS UTILITY;

25 (IX) ONE MEMBER REPRESENTING ARCHITECTS; AND

26 (X) ONE MEMBER WHO IS A BUILDING ENERGY CODE EXPERT.

27 (b) THE ENERGY CODE BOARD CONSISTS OF THE FOLLOWING

1 MEMBERS APPOINTED BY THE DIRECTOR OF THE DEPARTMENT OF LOCAL  
2 AFFAIRS:

3 (I) THE DIRECTOR OF THE DEPARTMENT OF LOCAL AFFAIRS OR THE  
4 DIRECTOR'S DESIGNEE;

5 (II) ONE MEMBER REPRESENTING THE RURAL COUNTIES OF THE  
6 STATE;

7 (III) ONE MEMBER REPRESENTING THE MUNICIPALITIES IN URBAN  
8 AREAS OF THE STATE;

9 (IV) TWO MEMBERS REPRESENTING AFFORDABLE HOUSING  
10 OPERATIONS;

11 (A) ONE OF THESE MEMBERS MUST REPRESENT A FOR-RENT  
12 NONPROFIT BUILDER WHO SERVES POPULATIONS WITH INCOMES UNDER  
13 EIGHTY PERCENT OF AN AREA'S MEDIAN INCOME; AND

14 (B) ONE OF THESE MEMBERS MUST REPRESENT A NONPROFIT  
15 AFFORDABLE FOR-SALE HOUSING BUILDER;

16 (V) TWO MEMBERS WHO HOLD AN ELECTRICAL LICENSE, PLUMBING  
17 LICENSE, OR A PROFESSIONAL CREDENTIAL IN THE MECHANICAL TRADES,  
18 AT LEAST ONE OF WHOM IS A MEMBER OF A LABOR ORGANIZATION;

19 (VI) ONE MEMBER REPRESENTING A STATEWIDE ORGANIZATION  
20 FOR HOME BUILDING PROFESSIONALS;

21 (VII) ONE MEMBER WITH BUILDING OPERATION EXPERTISE; AND

22 (VIII) ONE MEMBER WHO IS A CONTRACTOR WHO PROVIDES  
23 MECHANICAL, ELECTRICAL, OR PLUMBING SERVICES OR REPRESENTS A  
24 STATEWIDE ASSOCIATION THAT REPRESENTS MECHANICAL, ELECTRICAL,  
25 OR PLUMBING CONTRACTORS; AND

26 (c) ONE OF THE MEMBERS IDENTIFIED IN SUBSECTIONS (3)(a)(II),  
27 (3)(a)(III), (3)(b)(II), OR (3)(b)(III) OF THIS SECTION MUST BE A BUILDING

1 OFFICIAL.

2 (d) IN ORDER TO BE SELECTED BY THE DIRECTOR OF THE  
3 COLORADO ENERGY OFFICE OR THE DIRECTOR OF THE DEPARTMENT OF  
4 LOCAL AFFAIRS AS A MEMBER OF THE ENERGY CODE BOARD, AN APPLICANT  
5 MUST SUBMIT WITH THEIR APPLICATION A RECOMMENDATION FROM A  
6 RELEVANT MEMBER OR TRADE ORGANIZATION, IF SUCH MEMBER OR TRADE  
7 ORGANIZATION EXISTS. IN MAKING APPOINTMENTS TO THE ENERGY CODE  
8 BOARD, THE DIRECTORS OF THE COLORADO ENERGY OFFICE AND THE  
9 DEPARTMENT OF LOCAL AFFAIRS SHALL STRIVE TO ENSURE GEOGRAPHIC  
10 DIVERSITY AND THAT EACH OF THE THREE MAJOR CLIMATE ZONES IN THE  
11 STATE IS REPRESENTED.

12 (e) IF ANY MEMBER OF THE ENERGY CODE BOARD STEPS DOWN,  
13 OTHERWISE ELECTS TO NO LONGER SERVE, OR OTHERWISE CAN NO LONGER  
14 SERVE ON THE ENERGY CODE BOARD, THE DIRECTORS OF THE COLORADO  
15 ENERGY OFFICE AND THE DEPARTMENT OF LOCAL AFFAIRS SHALL SELECT  
16 THAT MEMBER'S REPLACEMENT ACCORDING TO THE SAME CRITERIA THAT  
17 THE DIRECTORS OF THE COLORADO ENERGY OFFICE AND THE DEPARTMENT  
18 OF LOCAL AFFAIRS USED IN ORIGINALLY SELECTING THE MEMBER.

19 (f) THE ENERGY CODE BOARD SHALL ADOPT POLICIES AND  
20 PROCEDURES AS NECESSARY TO MEET THE REQUIREMENTS OF THIS  
21 SECTION.

22 (4) (a) **Energy code board executive committee.** THE DIRECTORS  
23 OF THE COLORADO ENERGY OFFICE AND THE DEPARTMENT OF LOCAL  
24 AFFAIRS SHALL APPOINT AN EXECUTIVE COMMITTEE FOR THE ENERGY  
25 CODE BOARD THAT CONSISTS OF THE FOLLOWING MEMBERS:

26 (I) THE DIRECTOR OF THE COLORADO ENERGY OFFICE OR THE  
27 DIRECTOR'S DESIGNEE SELECTED TO SERVE ON THE ENERGY CODE BOARD

1 PURSUANT TO SUBSECTION (3)(a)(I) OF THIS SECTION;

2 (II) THE DIRECTOR OF THE DEPARTMENT OF LOCAL AFFAIRS OR THE

3 DIRECTOR'S DESIGNEE SELECTED TO SERVE ON THE ENERGY CODE BOARD

4 PURSUANT TO SUBSECTION (3)(b)(I) OF THIS SECTION;

5 (III) ONE MEMBER OF THE ENERGY CODE BOARD SELECTED TO

6 REPRESENT EITHER URBAN OR RURAL COUNTIES WHO WAS SELECTED TO

7 SERVE ON THE ENERGY CODE BOARD PURSUANT TO SUBSECTION (3)(a)(II)

8 OR (3)(b)(II) OF THIS SECTION;

9 (IV) ONE MEMBER OF THE ENERGY CODE BOARD SELECTED TO

10 REPRESENT MUNICIPALITIES FROM EITHER URBAN OR RURAL AREAS OF THE

11 STATE WHO WAS SELECTED TO SERVE ON THE ENERGY CODE BOARD

12 PURSUANT TO SUBSECTION (3)(a)(III) OR (3)(b)(III) OF THIS SECTION; AND

13 (V) THE MEMBER OF THE ENERGY CODE BOARD WHO IS A BUILDING

14 ENERGY CODE EXPERT AND WHO WAS SELECTED TO SERVE ON THE ENERGY

15 CODE BOARD PURSUANT TO SUBSECTION (3)(a)(IX) OF THIS SECTION.

16 (b) EITHER THE MEMBER OF THE EXECUTIVE COMMITTEE SELECTED

17 PURSUANT TO SUBSECTION (4)(a)(III) OF THIS SECTION OR THE MEMBER OF

18 THE EXECUTIVE COMMITTEE SELECTED PURSUANT TO SUBSECTION

19 (4)(a)(IV) OF THIS SECTION MUST BE A BUILDING OFFICIAL.

20 (5) (a) **Duty of the energy code board to adopt a model electric**

21 **ready and solar ready code.** IT IS THE DUTY OF THE ENERGY CODE

22 BOARD TO DEVELOP A MODEL ELECTRIC READY AND SOLAR READY CODE

23 ON OR BEFORE JUNE 1, 2023, FOR ADOPTION BY COUNTIES,

24 MUNICIPALITIES, AND STATE AGENCIES.

25 (b) THE MODEL ELECTRIC READY AND SOLAR READY CODE

26 DEVELOPED BY THE ENERGY CODE BOARD MUST APPLY TO COMMERCIAL

27 AND RESIDENTIAL BUILDINGS AND MUST INCLUDE:

- 1           (I) SOLAR READY REQUIREMENTS;
- 2           (II) EV READY AND EV CAPABLE REQUIREMENTS FOR RESIDENTIAL
- 3 BUILDINGS;
- 4           (III) EV READY, EV CAPABLE, AND EV SUPPLY EQUIPMENT
- 5 INSTALLED REQUIREMENTS FOR MULTI-FAMILY AND COMMERCIAL
- 6 BUILDINGS WITH PROVISIONS FOR ELECTRICAL SERVICE CAPACITY IN
- 7 TWENTY PERCENT OR MORE OF THE VEHICLE PARKING SPACES IN THE
- 8 GARAGE OR PARKING AREA;
- 9           (IV) ELECTRIC READY REQUIREMENTS FOR ALL SINGLE-FAMILY
- 10 RESIDENTIAL MIXED FUEL USE BUILDINGS;
- 11           (V) ELECTRIC READY REQUIREMENTS FOR MULTI-FAMILY AND
- 12 SMALL COMMERCIAL MIXED FUEL USE BUILDINGS UNDER TEN THOUSAND
- 13 SQUARE FEET;
- 14           (VI) REQUIREMENTS THAT MULTI-FAMILY AND LARGE
- 15 COMMERCIAL MIXED FUEL USE BUILDINGS THAT ARE TEN THOUSAND
- 16 SQUARE FEET OR GREATER PROVIDE DEDICATED ELECTRIC PANEL SPACE,
- 17 ELECTRICAL WIRE, ELECTRICAL RECEPTACLES, AND ADEQUATE PANEL
- 18 CAPACITY TO ACCOMMODATE THE FUTURE INSTALLATION OF EFFICIENT,
- 19 ELECTRIC TECHNOLOGIES AND CHARGING FOR ELECTRIC VEHICLES. THESE
- 20 REQUIREMENTS MUST TAKE INTO ACCOUNT THE COST-EFFECTIVENESS OF
- 21 PRE-WIRING FOR EFFICIENT ELECTRIC EQUIPMENT AND THE ABILITY TO
- 22 DETERMINE WHAT WIRING AND RECEPTACLE LOCATIONS WOULD BE
- 23 NEEDED; AND
- 24           (VII) A PROCESS TO WAIVE ENERGY CODE REQUIREMENTS WHEN
- 25 THERE HAS BEEN A DECLARED NATURAL DISASTER THAT HAS DESTROYED
- 26 BUILDINGS OR OTHER CIRCUMSTANCES AS DETERMINED BY THE ENERGY
- 27 CODE BOARD.

1           (c) IN DEVELOPING A MODEL ELECTRIC READY AND SOLAR READY  
2 CODE, THE ENERGY CODE BOARD SHALL:

3           (I) ENSURE THAT BUILDINGS CAN BE CONVERTED TO HIGH  
4 EFFICIENCY ELECTRIC SPACE AND WATER HEATING EQUIPMENT AND  
5 APPLIANCES AT THE LOWEST POSSIBLE COST TO BUILDING OWNERS;

6           (II) IN DEVELOPING THE MODEL ELECTRIC READY AND SOLAR  
7 READY CODE LANGUAGE FOR MULTI-FAMILY AND LARGE COMMERCIAL  
8 MIXED FUEL USE FOR BUILDINGS TEN THOUSAND SQUARE FEET OR  
9 GREATER, THE ENERGY CODE BOARD SHALL DEVELOP CLEAR GUIDELINES  
10 TO BE INCLUDED IN THE MODEL ENERGY READY AND SOLAR READY CODE  
11 THAT SEEK TO MINIMIZE THE COSTS THAT BUILDERS, BUILDING OWNERS,  
12 AND DEVELOPERS INCUR IN MEETING ELECTRIC READY AND SOLAR READY  
13 CODE REQUIREMENTS WHILE ALSO ENSURING THAT BUILDINGS CAN BE  
14 CONVERTED TO HIGH EFFICIENCY ELECTRIC SPACE AND WATER HEATING  
15 EQUIPMENT AND APPLIANCES AT THE LOWEST POSSIBLE COST TO BUILDING  
16 OWNERS. THESE GUIDELINES MUST INCLUDE PROVISIONS FOR:

17           (A) A STANDARD METHODOLOGY FOR DETERMINING HOW TO  
18 CALCULATE OR MEASURE WHEN COMPLIANCE WITH A MODEL ELECTRIC  
19 AND SOLAR READY CODE REACHES A SUBSTANTIAL COST DIFFERENTIAL  
20 THAT WOULD REQUIRE A WAIVER OR VARIANCE FOR SOME OR ALL OF THE  
21 PROVISIONS OF THE MODEL ELECTRIC AND SOLAR READY CODE;

22           (B) AN EVIDENCE-BASED, UNIFORM WAIVER OR VARIANCE  
23 PROCESS TO ALLOW A BUILDER, DEVELOPER, OR BUILDING OWNER TO  
24 REQUEST A WAIVER WHEN IT CAN BE DEMONSTRATED WITH REASONABLE  
25 EVIDENCE THAT COMPLIANCE WILL CREATE A SUBSTANTIAL COST  
26 DIFFERENTIAL; AND

27           (C) AS USED IN THIS SUBSECTION (5)(c)(II), "SUBSTANTIAL COST



1 DIFFERENTIAL" MEANS ONE PERCENT OR GREATER OF THE TOTAL  
2 MECHANICAL, ELECTRICAL, AND PLUMBING CONSTRUCTION COSTS ON THE  
3 PROJECT;

4 (III) TAKE INTO ACCOUNT HOME AFFORDABILITY;

5 (IV) (A) ENSURE THAT THE MODEL ELECTRIC READY AND SOLAR  
6 READY CODE DEVELOPED BY THE ENERGY CODE BOARD DOES NOT APPLY  
7 TO CONSTRUCTION OR RENOVATION THAT SERVES THE PRIMARY PURPOSE  
8 OF MAKING A BUILDING ACCESSIBLE OR MORE ACCESSIBLE FOR AN  
9 INDIVIDUAL WITH A DISABILITY.

10 (B) AS USED IN THIS SUBSECTION (5)(c)(IV), "ACCESSIBLE" MEANS  
11 ABLE TO BE APPROACHED, ENTERED, AND USED;

12 (V) ENSURE THAT THE USE OF AN ACCEPTABLE REFRIGERANT IS  
13 NOT PROHIBITED; AND

14 (VI) ENSURE THAT ALL ELECTRICAL AND PLUMBING  
15 INSTALLATIONS REQUIRED UNDER THE MODEL ELECTRIC READY AND  
16 SOLAR READY CODE ARE SUBJECT TO STATUTORY AND REGULATORY  
17 INSPECTION AND PERMIT REQUIREMENTS.

18 (6) (a) **Duty of the energy code board to adopt a model low**  
19 **energy and carbon code.** IT IS THE DUTY OF THE ENERGY CODE BOARD TO  
20 DEVELOP A MODEL LOW ENERGY AND CARBON CODE ON OR BEFORE JUNE  
21 1, 2025, FOR ADOPTION BY COUNTIES, MUNICIPALITIES, AND STATE  
22 AGENCIES.

23 (b) THE MODEL LOW ENERGY AND CARBON CODE DEVELOPED BY  
24 THE ENERGY CODE BOARD MUST APPLY TO COMMERCIAL AND RESIDENTIAL  
25 BUILDINGS AND MUST:

26 (I) INCLUDE THE MORE ENERGY EFFICIENT OF EITHER THE 2021 OR  
27 2024 INTERNATIONAL ENERGY CONSERVATION CODE, EXCEPT AS THE

1 ENERGY CODE BOARD MAY MODIFY THOSE INTERNATIONAL ENERGY  
2 CONSERVATION CODES PURSUANT TO SUBSECTION (7) OF THIS SECTION,  
3 INCLUDING ANY APPENDICES TO THE INTERNATIONAL ENERGY  
4 CONSERVATION CODE THAT THE ENERGY CODE BOARD DEEMS  
5 APPROPRIATE;

6 (II) INCLUDE THE MODEL ELECTRIC READY AND SOLAR READY  
7 CODE LANGUAGE DEVELOPED FOR ADOPTION BY THE ENERGY CODE BOARD  
8 PURSUANT TO SUBSECTION (5) OF THIS SECTION, AND MODIFIED AS THE  
9 ENERGY CODE BOARD DEEMS APPROPRIATE;

10 (III) PROVIDE COMPLIANCE PATHWAYS FOR ALL-ELECTRIC AND  
11 MIXED FUEL USE RESIDENTIAL AND COMMERCIAL BUILDINGS;

12 (IV) EXEMPT ELECTRICITY CONSUMPTION IN RESIDENTIAL AND  
13 COMMERCIAL BUILDINGS FROM ANY ONSITE OR OFFSITE RENEWABLE  
14 ENERGY REQUIREMENTS;

15 (V) ALLOW PROJECTS CONSISTING OF ONLY REPLACING A SPACE OR  
16 WATER HEATING SYSTEM, AT THE END OF THAT SYSTEM'S USEFUL LIFE,  
17 WITH THE INSTALLATION OF A NEW SYSTEM USING THE SAME FUEL OR  
18 POWER SOURCE, WITHOUT TRIGGERING PRE-WIRE REQUIREMENTS;

19 (VI) ENSURE THAT FOR ANY RENEWABLE ENERGY MEASURES USED  
20 TO ENSURE THAT A HOME OR COMMERCIAL BUILDING IS COMPLIANT WITH  
21 THE MODEL LOW ENERGY AND CARBON CODE DEVELOPED BY THE ENERGY  
22 CODE BOARD, ANY ELECTRIC RENEWABLE ENERGY CREDITS GENERATED  
23 MAY NOT BE DOUBLE COUNTED BETWEEN COMPLIANCE WITH THIS SECTION  
24 AND THE REQUIREMENTS UNDER SECTION 25-7-105 (1)(e), SECTION  
25 40-3.2-108 (3)(b), SECTION 40-2-125.5, OR ANY SIMILAR GREENHOUSE GAS  
26 EMISSION REDUCTION PROGRAM OR SET OF REQUIREMENTS. NOTHING IN  
27 THIS SECTION SHALL PRECLUDE A UTILITY FROM ACQUIRING RENEWABLE

1 ENERGY CREDITS FROM A BUILDING OWNER THROUGH A NET-METERING  
2 AGREEMENT.

3 (VII) TAKE INTO ACCOUNT HOME AFFORDABILITY;

4 (VIII) MINIMIZE OVERALL CARBON DIOXIDE EMISSIONS  
5 ASSOCIATED WITH NEW AND RENOVATED HOMES AND COMMERCIAL  
6 BUILDINGS; AND

7 (IX) CREATE A PROCESS TO WAIVE ENERGY CODE REQUIREMENTS  
8 WHEN THERE HAS BEEN A DECLARED NATURAL DISASTER THAT HAS  
9 DESTROYED BUILDINGS OR OTHER CIRCUMSTANCES AS DETERMINED BY  
10 THE ENERGY CODE BOARD.

11 (c) IN DEVELOPING A MODEL LOW ENERGY AND CARBON CODE, THE  
12 ENERGY CODE BOARD SHALL:

13 (I) (A) ENSURE THAT THE MODEL ELECTRIC READY AND SOLAR  
14 READY CODE DEVELOPED BY THE ENERGY CODE BOARD DOES NOT APPLY  
15 TO CONSTRUCTION OR RENOVATION THAT SERVES THE PRIMARY PURPOSE  
16 OF MAKING A BUILDING ACCESSIBLE OR MORE ACCESSIBLE FOR AN  
17 INDIVIDUAL WITH A DISABILITY;

18 (B) AS USED IN THIS SUBSECTION (6)(c)(I), "ACCESSIBLE" MEANS  
19 ABLE TO BE APPROACHED, ENTERED, AND USED; AND

20 (II) ENSURE THAT THE USE OF AN ACCEPTABLE REFRIGERANT IS  
21 NOT PROHIBITED.

22 (7) **Option to relax international energy conservation code**  
23 **appendices.** THE ENERGY CODE BOARD MAY AS NECESSARY RELAX THE  
24 STRINGENCY OF ANY REQUIREMENTS IN THE INTERNATIONAL ENERGY  
25 CONSERVATION CODE, INCLUDING APPENDICES THAT IT ADOPTS AS PART  
26 OF THE MODEL LOW ENERGY AND CARBON CODE LANGUAGE IT DEVELOPS  
27 PURSUANT TO SUBSECTION (5) OF THIS SECTION IF IT DEEMS THAT DOING

1 SO IS APPROPRIATE, BUT THE ENERGY CODE BOARD SHALL NOT INCREASE  
 2 THE STRINGENCY OF ANY REQUIREMENTS IN THE INTERNATIONAL ENERGY  
 3 CONSERVATION CODE INCLUDING APPENDICES THAT IT ADOPTS AS PART OF  
 4 THE MODEL LOW ENERGY AND CARBON CODE LANGUAGE IT DEVELOPS  
 5 PURSUANT TO SUBSECTION (5) OF THIS SECTION.

6 (8) (a) **Process for model code development.** IN ORDER TO  
 7 DEVELOP EITHER THE MODEL ELECTRIC READY AND SOLAR READY CODE  
 8 PURSUANT TO SUBSECTION (5) OF THIS SECTION OR THE MODEL LOW  
 9 ENERGY AND CARBON CODE PURSUANT TO SUBSECTION (6) OF THIS  
 10 SECTION, TWO-THIRDS OF THE MEMBERS OF THE ENERGY CODE BOARD  
 11 MUST APPROVE EACH ELEMENT OF THE MODEL CODE.

12 (b) IF TWO-THIRDS OF THE ENERGY CODE BOARD FAIL, ON OR  
 13 BEFORE APRIL 1, 2023, TO ADOPT ANY ELEMENT OF THE MODEL ELECTRIC  
 14 READY AND SOLAR READY CODE REQUIRED BY SUBSECTION (5) OF THIS  
 15 SECTION, THE EXECUTIVE COMMITTEE SHALL VOTE ON THAT SAME  
 16 ELEMENT ON OR BEFORE MAY 15, 2023. IF TWO-THIRDS OF THE ENERGY  
 17 CODE BOARD FAIL, ON OR BEFORE FEBRUARY 1, 2025, TO ADOPT AN  
 18 ELEMENT OF THE MODEL LOW ENERGY AND CARBON REQUIRED BY  
 19 SUBSECTION (6) OF THIS SECTION, THE EXECUTIVE COMMITTEE SHALL  
 20 VOTE ON THAT SAME ELEMENT ON OR BEFORE MARCH 15, 2025.

21 (c) IF THE ENERGY CODE BOARD FAILS, ON OR BEFORE APRIL 1,  
 22 2023, TO ADOPT ANY ELEMENT OF THE MODEL ELECTRIC READY AND  
 23 SOLAR READY CODE REQUIRED BY SUBSECTION (5) OF THIS SECTION, THE  
 24 EXECUTIVE COMMITTEE SHALL VOTE ON THAT SAME ELEMENT ON OR  
 25 BEFORE MAY 15, 2023. IF THE ENERGY CODE BOARD FAILS, ON OR BEFORE  
 26 FEBRUARY 1, 2025, TO ADOPT AN ELEMENT OF THE MODEL LOW ENERGY  
 27 AND CARBON CODE REQUIRED BY SUBSECTION (6) OF THIS SECTION, THE

1 EXECUTIVE COMMITTEE SHALL VOTE ON THAT SAME ELEMENT ON OR  
2 BEFORE MARCH 15, 2025.

3 (d) UPON A VOTE OF THE MAJORITY OF THE EXECUTIVE  
4 COMMITTEE, AN ELEMENT THAT THE ENERGY CODE BOARD FAILED TO  
5 ADOPT IS ADOPTED AS PART OF EITHER THE MODEL ELECTRIC READY AND  
6 SOLAR READY CODE OR THE MODEL LOW ENERGY AND CARBON CODE IS  
7 ADOPTED AS AN ELEMENT OF THE RESPECTIVE MODEL CODE.

8 (e) DURING THE DEVELOPMENT OF BOTH THE MODEL ELECTRIC  
9 READY AND SOLAR READY CODE AND THE MODEL LOW ENERGY AND  
10 CARBON CODE, THE DIRECTOR OF THE DEPARTMENT OF LOCAL AFFAIRS OR  
11 THE DIRECTOR'S DESIGNEE AND THE DIRECTOR OF THE COLORADO ENERGY  
12 OFFICE OR THE DIRECTOR'S DESIGNEE SHALL ENSURE THAT THE ENERGY  
13 CODE BOARD ADHERES TO THE REQUIREMENTS OF THIS SECTION.

14 (9) **Acceptable refrigerants.** THE USE OF AN ACCEPTABLE  
15 REFRIGERANT MAY NOT BE PROHIBITED OR OTHERWISE RESTRICTED BY A  
16 LOCALITY, COUNTY, OR OTHER STATE RULE OR REGULATION; EXCEPT THAT  
17 NOTHING IN THIS ARTICLE 38.5 MAY BE CONSTRUED TO PROHIBIT, LIMIT, OR  
18 OTHERWISE MODIFY THE REQUIREMENTS OF REGULATION NUMBER 22, 5  
19 CCR 1001-26, AS AMENDED, OR ANY ENTITY'S PROCUREMENT  
20 REQUIREMENTS FOR THEIR OWN USE.

21 (10) (a) **Reporting.** THE COLORADO ENERGY OFFICE SHALL  
22 INCLUDE AN UPDATE REGARDING THE EFFECTIVENESS OF THE ENERGY  
23 CODE BOARD IN ITS 2027 REPORT TO THE MEMBERS OF THE APPLICABLE  
24 COMMITTEES OF REFERENCE IN THE SENATE AND HOUSE OF  
25 REPRESENTATIVES AS REQUIRED BY THE "STATE MEASUREMENT FOR  
26 ACCOUNTABLE, RESPONSIVE, AND TRANSPARENT (SMART)  
27 GOVERNMENT ACT", PART 2 OF ARTICLE 7 OF TITLE 2.

1           (b) THE DEPARTMENT OF LOCAL AFFAIRS SHALL INCLUDE AN  
2           UPDATE REGARDING THE EFFECTIVENESS OF THE ENERGY CODE BOARD IN  
3           ITS 2027 REPORT TO THE MEMBERS OF THE APPLICABLE COMMITTEES OF  
4           REFERENCE IN THE SENATE AND HOUSE OF REPRESENTATIVES AS REQUIRED  
5           BY THE "STATE MEASUREMENT FOR ACCOUNTABLE, RESPONSIVE, AND  
6           TRANSPARENT (SMART) GOVERNMENT ACT", PART 2 OF ARTICLE 7 OF  
7           TITLE 2.

8           (11) **Repeal.** THIS SECTION IS REPEALED, EFFECTIVE SEPTEMBER  
9           1, 2027.

10           **24-38.5-402. Model green energy code.** (1) BEFORE JULY 1,  
11           2024, THE COLORADO ENERGY OFFICE SHALL IDENTIFY MODEL GREEN  
12           CODE LANGUAGE FOR ADOPTION. THE COLORADO ENERGY OFFICE SHALL  
13           PROMOTE THE VOLUNTARY ADOPTION OF THIS MODEL GREEN CODE  
14           LANGUAGE.

15           **24-38.5-403. Energy code training - energy code adoption -**  
16           **grant writing assistance.** (1) (a) THE COLORADO ENERGY OFFICE SHALL  
17           PROVIDE ENERGY CODE TRAINING TO ASSIST LOCAL GOVERNMENTS,  
18           DIVISIONS IN THE EXECUTIVE BRANCH OF STATE GOVERNMENT, BUILDERS,  
19           AND CONTRACTORS IN ADOPTING AND IMPLEMENTING THE 2021  
20           INTERNATIONAL ENERGY CONSERVATION CODE, ELECTRIC READY AND  
21           SOLAR READY CODES, AND LOW ENERGY AND CARBON CODES. THE  
22           TRAINING ITSELF AND THE MATERIALS PROVIDED ALONG WITH THIS  
23           TRAINING MUST BE IN BOTH ENGLISH AND SPANISH.

24           (b) IF THE COLORADO ENERGY OFFICE IS ABLE TO OBTAIN  
25           FUNDING, THE COLORADO ENERGY OFFICE SHALL PROVIDE FINANCIAL  
26           ASSISTANCE THROUGH AN APPLICATION PROCESS TO SUPPORT THE  
27           ADOPTION AND ENFORCEMENT BY LOCAL GOVERNMENTS OF THE 2021

1 INTERNATIONAL ENERGY CONSERVATION CODE, AN ELECTRIC READY AND  
2 SOLAR READY CODE, AND A LOW ENERGY AND CARBON CODE.

3 (2) THE COLORADO ENERGY OFFICE SHALL ADOPT POLICIES AND  
4 PROCEDURES AS NECESSARY FOR THE CREATION AND ADMINISTRATION OF  
5 A GRANT PROGRAM TO AWARD THE GRANTS DESCRIBED IN SUBSECTION  
6 (3)(a)(I) OF THIS SECTION, INCLUDING POLICIES AND PROCEDURES THAT AT  
7 A MINIMUM ESTABLISH THE APPLICATION PROCESS AND THE GRANT AWARD  
8 CRITERIA.

9 (3) (a) WITHIN THREE DAYS AFTER THE EFFECTIVE DATE OF THIS  
10 SUBSECTION (3)(a), THE STATE TREASURER SHALL TRANSFER THREE  
11 MILLION DOLLARS FROM THE GENERAL FUND TO THE ENERGY FUND  
12 CREATED IN SECTION 24-38.5-102.4. THE COLORADO ENERGY OFFICE  
13 SHALL EXPEND THE MONEY TRANSFERRED BY THE GENERAL ASSEMBLY  
14 PURSUANT TO THIS SUBSECTION (3)(a) FOR THE PURPOSES OF:

15 (I) ISSUING GRANTS, NOT TO EXCEED A TOTAL OF TWO MILLION  
16 DOLLARS, TO LOCAL GOVERNMENTS TO SUPPORT THEIR ADOPTION AND  
17 ENFORCEMENT OF THE 2021 INTERNATIONAL ENERGY CONSERVATION  
18 CODE, AN ELECTRIC READY AND SOLAR READY CODE, AND A LOW ENERGY  
19 AND CARBON CODE AND TO COVER THE DIRECT AND INDIRECT COSTS  
20 ASSOCIATED WITH ISSUING THESE GRANTS; AND

21 (II) PROVIDING ENERGY CODE TRAINING AND TECHNICAL  
22 ASSISTANCE, INCLUDING GRANT WRITING ASSISTANCE, NOT TO EXCEED A  
23 TOTAL COST OF ONE MILLION DOLLARS, TO ASSIST LOCAL GOVERNMENTS  
24 AND DIVISIONS IN THE EXECUTIVE BRANCH OF STATE GOVERNMENT IN  
25 ADOPTING AND ENFORCING THE 2021 INTERNATIONAL ENERGY  
26 CONSERVATION CODE, AN ELECTRIC READY AND SOLAR READY CODE, A  
27 LOW ENERGY AND CARBON CODE, OR A GREEN CODE AND COVERING THE

1 DIRECT AND INDIRECT COSTS ASSOCIATED WITH ALIGNING ENERGY CODES  
 2 AND WITH PROVIDING THIS TRAINING AND TECHNICAL ASSISTANCE.

3 (b) WITHIN THREE DAYS AFTER THE EFFECTIVE DATE OF THIS  
 4 SUBSECTION (3)(b), THE STATE TREASURER SHALL TRANSFER ONE MILLION  
 5 DOLLARS FROM THE GENERAL FUND TO THE ENERGY FUND CREATED IN  
 6 SECTION 24-38.5-102.4. THE COLORADO ENERGY OFFICE SHALL EXPEND  
 7 THE MONEY TRANSFERRED BY THE GENERAL ASSEMBLY PURSUANT TO THIS  
 8 SUBSECTION (3)(b) FOR THE PURPOSE OF PROVIDING ENERGY CODE  
 9 TRAINING TO ASSIST ARCHITECTS, BUILDERS, CONTRACTORS, AND  
 10 DESIGNERS IN IMPLEMENTING THE 2021 INTERNATIONAL ENERGY  
 11 CONSERVATION CODE, ELECTRIC READY AND SOLAR READY CODES, AND  
 12 LOW ENERGY AND CARBON CODES. THE TRAINING AND MATERIALS  
 13 PROVIDED ALONG WITH THIS TRAINING MUST BE IN BOTH ENGLISH AND  
 14 SPANISH.

15 (c) WITHIN THREE DAYS AFTER THE EFFECTIVE DATE OF THIS  
 16 SUBSECTION (3)(c), THE STATE TREASURER SHALL TRANSFER ONE  
 17 HUNDRED AND FIFTY THOUSAND DOLLARS FROM THE GENERAL FUND TO  
 18 THE ENERGY FUND CREATED IN SECTION 24-38.5-102.4. THE COLORADO  
 19 ENERGY OFFICE SHALL EXPEND THE MONEY TRANSFERRED BY THE  
 20 GENERAL ASSEMBLY PURSUANT TO THIS SUBSECTION (3)(c) FOR THE COSTS  
 21 ASSOCIATED WITH ADMINISTERING THE ENERGY CODE BOARD  
 22 ESTABLISHED IN SECTION 24-38.5-401 (2).

23 **24-38.5-404. Building electrification for public buildings grant**  
 24 **program - creation - report - legislative declaration.** (1) THE GENERAL  
 25 ASSEMBLY HEREBY FINDS, DETERMINES, AND DECLARES THAT:

26 (a) EMISSIONS FROM HEATING BUILDINGS ARE ONE OF THE FIVE  
 27 LARGEST SOURCES OF GREENHOUSE GAS POLLUTION IN COLORADO;



1           (b) MANY PUBLIC BUILDINGS OWNED BY LOCAL GOVERNMENTS,  
2           SCHOOL DISTRICTS, INSTITUTIONS OF HIGHER EDUCATION, AND OTHER  
3           GOVERNMENTAL ENTITIES ARE OLDER BUILDINGS WITH BOTH HIGH ENERGY  
4           COSTS AND EMISSIONS;

5           (c) ENERGY PERFORMANCE CONTRACTING IS AN IMPORTANT TOOL  
6           THAT GOVERNMENTAL ENTITIES CAN USE TO UPGRADE THE ENERGY  
7           PERFORMANCE OF BUILDINGS BY FINANCING ENERGY UPGRADES BASED ON  
8           PROJECTED SAVINGS IN ENERGY COSTS;

9           (d) NEWER TECHNOLOGIES SUCH AS COLD CLIMATE HEAT PUMPS  
10          AND HEAT PUMP WATER HEATERS OFFER MANY OPPORTUNITIES TO REDUCE  
11          GREENHOUSE GAS AND NITROGEN OXIDE EMISSIONS AND IMPROVE INDOOR  
12          AIR QUALITY; AND

13          (e) THEREFORE, IT IS IMPORTANT FOR STATE INVESTMENTS TO  
14          SUPPORT PUBLIC AGENCIES IN INCLUDING HIGH-EFFICIENCY ELECTRIC  
15          HEATING UPGRADES IN ENERGY PERFORMANCE CONTRACTS FOR PUBLIC  
16          BUILDINGS.

17          (2) THERE IS CREATED IN THE COLORADO ENERGY OFFICE THE  
18          BUILDING ELECTRIFICATION FOR PUBLIC BUILDINGS GRANT PROGRAM TO  
19          PROVIDE GRANTS TO INSTITUTIONS OF HIGHER EDUCATION, LOCAL  
20          GOVERNMENTS, SCHOOL DISTRICTS, STATE AGENCIES, AND SPECIAL  
21          DISTRICTS FOR THE INSTALLATION OF HIGH-EFFICIENCY ELECTRIC HEATING  
22          EQUIPMENT.

23          (3) GRANTEEES MAY USE MONEY RECEIVED THROUGH THE BUILDING  
24          ELECTRIFICATION FOR PUBLIC BUILDINGS GRANT PROGRAM FOR THE  
25          FOLLOWING PURPOSES:

26          (a) THE PURCHASE AND INSTALLATION OF HIGH-EFFICIENCY  
27          ELECTRIC EQUIPMENT FOR SPACE HEATING, WATER HEATING, OR COOKING;

1           (b) THE PURCHASE OF ELECTRICAL INSTALLATIONS AND UPGRADES  
2           NECESSARY TO SUPPORT THE INSTALLATION OF HIGH-EFFICIENCY ELECTRIC  
3           EQUIPMENT;

4           (c) THE PURCHASE AND INSTALLATION OF OTHER INNOVATIVE  
5           BUILDING HEATING TECHNOLOGIES THAT THE COLORADO ENERGY OFFICE  
6           DETERMINES WILL LIKELY ACHIEVE EQUAL OR LOWER LEVELS OF  
7           GREENHOUSE GAS EMISSIONS THAN HIGH EFFICIENCY HEAT PUMPS  
8           OPERATED ON THE PROJECTED 2030 ELECTRIC GRID; AND

9           (d) IN THE CASE OF ELIGIBLE ENTITIES FROM LOW-INCOME,  
10           DISPROPORTIONATELY IMPACTED COMMUNITIES, OR JUST TRANSITION  
11           COMMUNITIES AS THOSE COMMUNITIES ARE IDENTIFIED BY THE COLORADO  
12           ENERGY OFFICE, TO COVER THE ADMINISTRATIVE COSTS ASSOCIATED WITH  
13           THE PURCHASE AND INSTALLATION DESCRIBED IN SUBSECTIONS (3)(a),  
14           (3)(b), AND (3)(c) OF THIS SECTION.

15           (4) THE COLORADO ENERGY OFFICE SHALL ADMINISTER THE  
16           BUILDING ELECTRIFICATION FOR PUBLIC BUILDINGS GRANT PROGRAM,  
17           AWARD GRANTS AS PROVIDED IN THIS SECTION, AND DEVELOP POLICIES  
18           AND PROCEDURES AS NECESSARY TO IMPLEMENT THE GRANT PROGRAM.

19           (5) GRANTS SHALL BE PAID OUT OF THE CLEAN AIR BUILDINGS  
20           INVESTMENTS FUND CREATED IN SECTION 24-38.5-406.

21           (6) THE COLORADO ENERGY OFFICE MAY DEVELOP POLICIES AND  
22           PROCEDURES PRIORITIZING THE GRANT APPLICATIONS OF ELIGIBLE  
23           ENTITIES FROM LOW-INCOME, DISPROPORTIONATELY IMPACTED  
24           COMMUNITIES, OR JUST TRANSITION COMMUNITIES AS THOSE  
25           COMMUNITIES ARE IDENTIFIED BY THE COLORADO ENERGY OFFICE, AND  
26           THE COLORADO ENERGY OFFICE SHALL AWARD AT LEAST THIRTY PERCENT  
27           OF THE TOTAL AMOUNT OF MONEY IT AWARDS THROUGH GRANTS

1 PURSUANT TO THE BUILDING ELECTRIFICATION FOR PUBLIC BUILDINGS  
2 GRANT PROGRAM TO SUCH ELIGIBLE ENTITIES.

3 (7) (a) TO RECEIVE A GRANT, AN ELIGIBLE ENTITY MUST SUBMIT AN  
4 APPLICATION TO THE COLORADO ENERGY OFFICE IN ACCORDANCE WITH  
5 THE POLICIES AND PROCEDURES SPECIFIED BY THE COLORADO ENERGY  
6 OFFICE.

7 (b) THE COLORADO ENERGY OFFICE SHALL PROVIDE TECHNICAL  
8 ASSISTANCE IN APPLYING FOR GRANTS THROUGH THE BUILDING  
9 ELECTRIFICATION FOR PUBLIC BUILDINGS GRANT PROGRAM AS NEEDED TO  
10 ELIGIBLE ENTITIES FROM LOW-INCOME, DISPROPORTIONATELY IMPACTED  
11 COMMUNITIES, OR JUST TRANSITION COMMUNITIES AS THOSE  
12 COMMUNITIES ARE IDENTIFIED BY THE COLORADO ENERGY OFFICE.

13 (8) (a) EACH GRANTEE THAT RECEIVES A GRANT THROUGH THE  
14 BUILDING ELECTRIFICATION FOR PUBLIC BUILDINGS GRANT PROGRAM  
15 SHALL SUBMIT AN ANNUAL REPORT TO THE COLORADO ENERGY OFFICE  
16 FOR THE FIRST FIVE YEARS AFTER RECEIVING THE GRANT.

17 (b) (I) ON OR BEFORE FEBRUARY 1, 2024, AND ON EACH YEAR  
18 THEREAFTER, THE COLORADO ENERGY OFFICE SHALL SUBMIT A  
19 SUMMARIZED REPORT TO THE TRANSPORTATION AND ENERGY COMMITTEE  
20 OF THE SENATE AND THE ENERGY AND ENVIRONMENT COMMITTEE OF THE  
21 HOUSE OF REPRESENTATIVES OR THEIR SUCCESSOR COMMITTEES, ON THE  
22 BUILDING ELECTRIFICATION FOR PUBLIC BUILDINGS GRANT PROGRAM. AT  
23 A MINIMUM, THIS SUMMARIZED REPORT MUST INCLUDE:

24 (A) A DESCRIPTION OF THE GRANTS AWARDED, INCLUDING A  
25 DESCRIPTION OF THE PROJECTS FUNDED BY THE GRANTS AS DESCRIBED TO  
26 THE COLORADO ENERGY OFFICE IN THE GRANT APPLICATIONS;

27 (B) THE PERCENTAGE OF GRANTS AWARDED TO LOW-INCOME,

1 DISPROPORTIONATELY IMPACTED COMMUNITIES OR JUST TRANSITION  
2 COMMUNITIES AND TO INDIVIDUALS WITH A DISABILITY OR ENTITIES THAT  
3 USED THE GRANTS TO PROVIDE A SERVICE FOR INDIVIDUALS WITH A  
4 DISABILITY; AND

5 (C) TO THE EXTENT AVAILABLE, THE IMPACTS OF THE GRANTS ON  
6 GAS USE, ELECTRICITY USE, EMISSIONS, AND ENERGY COSTS.

7 (II) THIS SUBSECTION (8)(b) IS REPEALED, EFFECTIVE JULY 1, 2026.

8 **24-38.5-405. High-efficiency electric heating and appliances**  
9 **grant program - creation - report - legislative declaration - repeal.**

10 (1) THE GENERAL ASSEMBLY HEREBY FINDS, DETERMINES, AND DECLARES  
11 THAT:

12 (a) EMISSIONS FROM HEATING BUILDINGS ARE ONE OF THE FIVE  
13 LARGEST SOURCES OF GREENHOUSE GAS POLLUTION IN COLORADO;

14 (b) OVER A MILLION COLORADANS LIVE IN ENERGY BURDENED  
15 HOUSEHOLDS THAT SPEND FIVE PERCENT OR MORE OF THEIR HOUSEHOLD  
16 INCOME ON ENERGY EXPENDITURES;

17 (c) NEWER TECHNOLOGIES SUCH AS COLD CLIMATE HEAT PUMPS  
18 AND HEAT PUMP WATER HEATERS OFFER MANY OPPORTUNITIES TO REDUCE  
19 GREENHOUSE GAS AND NITROGEN OXIDE EMISSIONS AND IMPROVE INDOOR  
20 AIR QUALITY;

21 (d) ENERGY UPGRADES TO RESIDENTIAL AND COMMERCIAL  
22 BUILDINGS MAY BE MORE COST EFFECTIVE AND EASIER TO IMPLEMENT  
23 WHEN DEPLOYED AT THE NEIGHBORHOOD SCALE, AND  
24 NEIGHBORHOOD-SCALE UPGRADES MAY ALLOW UTILITIES TO AVOID OR  
25 DEFER INVESTMENTS IN GAS AND ELECTRIC DISTRIBUTION, THEREBY  
26 REDUCING COSTS FOR ALL UTILITY RATEPAYERS; AND

27 (e) THEREFORE, IT IS IMPORTANT FOR THE STATE TO SUPPORT

1 INVESTMENTS IN NEIGHBORHOOD-SCALE ENERGY EFFICIENCY UPGRADES.

2 (2) THERE IS CREATED IN THE COLORADO ENERGY OFFICE THE  
3 HIGH-EFFICIENCY ELECTRIC HEATING AND APPLIANCES GRANT PROGRAM  
4 TO PROVIDE GRANTS TO INSTITUTIONS OF HIGHER EDUCATION, LOCAL  
5 GOVERNMENTS, UTILITIES, NONPROFIT ORGANIZATIONS, BUSINESSES AND  
6 OTHER ENTITIES AS DETERMINED BY THE COLORADO ENERGY OFFICE, AND  
7 HOUSING DEVELOPERS FOR THE INSTALLATION OF HIGH-EFFICIENCY  
8 ELECTRIC HEATING EQUIPMENT IN MULTIPLE STRUCTURES WITHIN A  
9 NEIGHBORHOOD.

10 (3) GRANTEES MAY USE THE MONEY RECEIVED THROUGH THE  
11 HIGH-EFFICIENCY ELECTRIC HEATING AND APPLIANCES GRANT PROGRAM  
12 FOR THE FOLLOWING PURPOSES:

13 (a) THE PURCHASE AND INSTALLATION OF HIGH-EFFICIENCY  
14 ELECTRIC EQUIPMENT FOR SPACE HEATING, WATER HEATING, OR COOKING  
15 IN MULTIPLE RESIDENTIAL OR COMMERCIAL BUILDINGS LOCATED IN CLOSE  
16 PROXIMITY;

17 (b) THE PURCHASE OF ELECTRICAL INSTALLATIONS AND UPGRADES  
18 NECESSARY TO SUPPORT THE INSTALLATION OF HIGH-EFFICIENCY ELECTRIC  
19 EQUIPMENT;

20 (c) THE PURCHASE AND INSTALLATION OF OTHER INNOVATIVE  
21 BUILDING HEATING TECHNOLOGIES THAT THE COLORADO ENERGY OFFICE  
22 DETERMINES WILL LIKELY ACHIEVE EQUAL OR LOWER LEVELS OF  
23 GREENHOUSE GAS EMISSIONS THAN HIGH-EFFICIENCY HEAT PUMPS  
24 OPERATED ON THE PROJECTED 2030 ELECTRIC GRID; AND

25 (d) IN THE CASE OF LOCAL GOVERNMENTS, ELECTRIC AND GAS  
26 UTILITIES, NONPROFIT ORGANIZATIONS, BUSINESSES AND OTHER ENTITIES  
27 AS DETERMINED BY THE COLORADO ENERGY OFFICE, OR HOUSING

1 DEVELOPERS THAT OPERATE IN LOW-INCOME, DISPROPORTIONATELY  
2 IMPACTED COMMUNITIES OR JUST TRANSITION COMMUNITIES AS THOSE  
3 COMMUNITIES ARE IDENTIFIED BY THE COLORADO ENERGY OFFICE, TO  
4 COVER THE ADMINISTRATIVE COSTS ASSOCIATED WITH THE PURCHASE AND  
5 INSTALLATION DESCRIBED IN SUBSECTIONS (3)(a), (3)(b), AND (3)(c) OF  
6 THIS SECTION.

7 (4) THE COLORADO ENERGY OFFICE SHALL ADMINISTER THE  
8 HIGH-EFFICIENCY ELECTRIC HEATING AND APPLIANCES GRANT PROGRAM,  
9 AWARD GRANTS AS PROVIDED IN THIS SECTION, AND DEVELOP POLICIES  
10 AND PROCEDURES AS NECESSARY TO IMPLEMENT THE GRANT PROGRAM.

11 (5) GRANTS SHALL BE PAID OUT OF THE CLEAN AIR BUILDINGS  
12 INVESTMENTS FUND CREATED IN SECTION 24-38.5-406.

13 (6) THE COLORADO ENERGY OFFICE MAY DEVELOP POLICIES AND  
14 PROCEDURES PRIORITIZING THE GRANT APPLICATIONS OF LOCAL  
15 GOVERNMENTS, ELECTRIC AND GAS UTILITIES, NONPROFIT  
16 ORGANIZATIONS, BUSINESSES AND OTHER ENTITIES AS DETERMINED BY  
17 THE COLORADO ENERGY OFFICE, OR HOUSING DEVELOPERS THAT OPERATE  
18 IN LOW-INCOME, DISPROPORTIONATELY IMPACTED COMMUNITIES OR JUST  
19 TRANSITION COMMUNITIES AS THOSE COMMUNITIES ARE IDENTIFIED BY  
20 THE COLORADO ENERGY OFFICE, AND THE COLORADO ENERGY OFFICE  
21 SHALL AWARD AT LEAST THIRTY PERCENT OF THE TOTAL AMOUNT OF  
22 MONEY IT AWARDS THROUGH GRANTS PURSUANT TO THE HIGH-EFFICIENCY  
23 ELECTRIC HEATING AND APPLIANCES GRANT PROGRAM TO SUCH LOCAL  
24 GOVERNMENTS, ELECTRIC AND GAS UTILITIES, NONPROFIT  
25 ORGANIZATIONS, BUSINESSES AND OTHER ENTITIES AS DETERMINED BY  
26 THE COLORADO ENERGY OFFICE, OR HOUSING DEVELOPERS.

27 (7) (a) TO RECEIVE A GRANT, A LOCAL GOVERNMENT, ELECTRIC OR

1 GAS UTILITY, NONPROFIT ORGANIZATION, BUSINESS AND OTHER ENTITY AS  
2 DETERMINED BY THE COLORADO ENERGY OFFICE, OR HOUSING DEVELOPER  
3 MUST SUBMIT AN APPLICATION TO THE COLORADO ENERGY OFFICE IN  
4 ACCORDANCE WITH THE POLICIES AND PROCEDURES SPECIFIED BY THE  
5 COLORADO ENERGY OFFICE.

6 (b) THE COLORADO ENERGY OFFICE SHALL PROVIDE TECHNICAL  
7 ASSISTANCE IN APPLYING FOR GRANTS THROUGH THE HIGH-EFFICIENCY  
8 ELECTRIC HEATING AND APPLIANCES GRANT PROGRAM AS NEEDED TO  
9 LOCAL GOVERNMENTS, ELECTRIC AND GAS UTILITIES, NONPROFIT  
10 ORGANIZATIONS, BUSINESSES AND OTHER ENTITIES AS DETERMINED BY  
11 THE COLORADO ENERGY OFFICE, OR HOUSING DEVELOPERS THAT OPERATE  
12 IN LOW-INCOME, DISPROPORTIONATELY IMPACTED COMMUNITIES OR JUST  
13 TRANSITION COMMUNITIES AS THOSE COMMUNITIES ARE IDENTIFIED BY  
14 THE COLORADO ENERGY OFFICE.

15 (8) (a) EACH GRANTEE THAT RECEIVES A GRANT THROUGH THE  
16 HIGH-EFFICIENCY ELECTRIC HEATING AND APPLIANCES GRANT PROGRAM  
17 SHALL SUBMIT A REPORT TO THE COLORADO ENERGY OFFICE THE FIRST  
18 FIVE YEARS AFTER RECEIVING THE GRANT.

19 (b) (I) ON OR BEFORE FEBRUARY 1, 2024, AND ON EACH YEAR  
20 THEREAFTER, THE COLORADO ENERGY OFFICE SHALL SUBMIT A  
21 SUMMARIZED REPORT TO THE TRANSPORTATION AND ENERGY COMMITTEE  
22 OF THE SENATE AND THE ENERGY AND ENVIRONMENT COMMITTEE OF THE  
23 HOUSE OF REPRESENTATIVES, OR THEIR SUCCESSOR COMMITTEES, ON THE  
24 HIGH-EFFICIENCY ELECTRIC HEATING AND APPLIANCES GRANT PROGRAM.  
25 AT A MINIMUM, THIS SUMMARIZED REPORT MUST INCLUDE:

26 (A) A DESCRIPTION OF THE GRANTS AWARDED, INCLUDING A  
27 DESCRIPTION OF THE PROJECTS FUNDED BY THE GRANTS AS DESCRIBED TO

1 THE COLORADO ENERGY OFFICE IN THE GRANT APPLICATIONS;

2 (B) THE PERCENTAGE OF GRANTS AWARDED TO LOW-INCOME,  
3 DISPROPORTIONATELY IMPACTED COMMUNITIES OR JUST TRANSITION  
4 COMMUNITIES AND TO INDIVIDUALS WITH A DISABILITY OR ENTITIES THAT  
5 USED THE GRANTS TO PROVIDE A SERVICE FOR INDIVIDUALS WITH A  
6 DISABILITY; AND

7 (C) TO THE EXTENT AVAILABLE, THE IMPACTS OF THE GRANTS ON  
8 GAS USE, ELECTRICITY USE, EMISSIONS, AND ENERGY COSTS.

9 (II) THIS SUBSECTION (8)(b) IS REPEALED, EFFECTIVE JULY 1, 2026.

10 **24-38.5-406. Clean air building investments fund - creation -**

11 **use of fund.** (1) THE CLEAN AIR BUILDING INVESTMENTS FUND, REFERRED  
12 TO IN THIS SECTION AS THE "FUND", IS CREATED IN THE STATE TREASURY.  
13 THE PRINCIPAL OF THE FUND CONSISTS OF MONEY TRANSFERRED TO THE  
14 FUND FROM THE GENERAL FUND AND GIFTS, GRANTS, AND DONATIONS.  
15 INTEREST AND INCOME EARNED ON THE DEPOSIT AND INVESTMENT OF  
16 MONEY IN THE FUND ARE CREDITED TO THE FUND.

17 (2) ALL MONEY IN THE FUND IS CONTINUOUSLY APPROPRIATED TO  
18 THE COLORADO ENERGY OFFICE. THE COLORADO ENERGY OFFICE MAY  
19 EXPEND MONEY FROM THE FUND FOR THE CREATION, IMPLEMENTATION,  
20 AND ADMINISTRATION OF:

21 (a) THE BUILDING ELECTRIFICATION FOR PUBLIC BUILDINGS GRANT  
22 PROGRAM CREATED IN SECTION 24-38.5-404; AND

23 (b) THE HIGH-EFFICIENCY ELECTRIC HEATING AND APPLIANCES  
24 GRANT PROGRAM CREATED IN SECTION 24-38.5-405.

25 (3) (a) ON THE EFFECTIVE DATE OF THIS SECTION, OR AS SOON AS  
26 POSSIBLE THEREAFTER, THE STATE TREASURER SHALL TRANSFER TWENTY  
27 MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS FROM THE GENERAL



1 FUND TO THE FUND.

2 (b) THE COLORADO ENERGY OFFICE SHALL USE TEN MILLION  
3 DOLLARS OF THE MONEY TRANSFERRED PURSUANT TO THIS SUBSECTION (3)  
4 FOR THE CREATION, IMPLEMENTATION, AND ADMINISTRATION OF THE  
5 BUILDING ELECTRIFICATION FOR PUBLIC BUILDINGS GRANT PROGRAM  
6 CREATED IN SECTION 24-38.5-404.

7 (c) THE COLORADO ENERGY OFFICE SHALL USE TEN MILLION EIGHT  
8 HUNDRED FIFTY THOUSAND DOLLARS OF THE MONEY TRANSFERRED  
9 PURSUANT TO THIS SUBSECTION (3) FOR THE CREATION, IMPLEMENTATION,  
10 AND ADMINISTRATION OF THE HIGH-EFFICIENCY ELECTRIC HEATING AND  
11 APPLIANCES GRANT PROGRAM CREATED IN SECTION 24-38.5-405.

12 **SECTION 2.** In Colorado Revised Statutes, 12-115-107, amend  
13 (2)(a) as follows:

14 **12-115-107. Board powers and duties - rules - definition.**

15 (2) In addition to all other powers and duties conferred or imposed upon  
16 the board by this article 115, the board is authorized to:

17 (a) (I) Adopt, and from time to time revise, rules pursuant to  
18 section 12-20-204. In adopting the rules, the board shall be governed  
19 when appropriate by the standards in the most current edition of the  
20 national electrical code or by any modifications to the standards made by  
21 the board after a hearing is held pursuant to the provisions of article 4 of  
22 title 24. These standards are adopted as the minimum standards governing  
23 the planning, laying out, and installing or the making of additions,  
24 alterations, and repairs in the installation of wiring apparatus and  
25 equipment for electric light, heat, and power in this state. A copy of the  
26 code shall be kept in the office of the board and open to public inspection.  
27 Nothing contained in this section prohibits any city, town, county, city

1 and county, or qualified state institution of higher education from making  
 2 and enforcing any such standards that are more stringent than the  
 3 minimum standards adopted by the board, and any city, town, county, city  
 4 and county, or qualified state institution of higher education that adopts  
 5 more stringent standards shall furnish a copy thereof to the board. The  
 6 standards adopted by the board shall be prima facie evidence of minimum  
 7 approved methods of construction for safety to life and property. The  
 8 affirmative vote of two-thirds of all appointed members of the board is  
 9 required to set any standards that are different from those set forth in the  
 10 national electrical code. If requested in writing, the board shall send a  
 11 copy of newly adopted standards and rules to any interested party at least  
 12 thirty days before the implementation and enforcement of the standards  
 13 or rules. The copies may be furnished for a fee established pursuant to  
 14 section 12-20-105.

15 (II) IN THE EVENT OF A CONFLICT BETWEEN THE 2021  
 16 INTERNATIONAL ENERGY CONSERVATION CODE, THE 2024 INTERNATIONAL  
 17 ENERGY CONSERVATION CODE, THE MODEL ELECTRIC READY AND SOLAR  
 18 READY CODE DEVELOPED BY THE ENERGY CODE BOARD PURSUANT TO  
 19 SECTION 24-38.5-401 (5), OR ANY ENERGY CODES ADOPTED BY EITHER A  
 20 LOCAL GOVERNMENT OR DIVISIONS IN THE EXECUTIVE BRANCH OF STATE  
 21 GOVERNMENT AND THE NATIONAL ELECTRIC CODE OR THE STANDARDS  
 22 ADOPTED BY THE BOARD PURSUANT TO THIS SUBSECTION (2)(a), THE  
 23 NATIONAL ELECTRIC CODE OR THE STANDARDS ADOPTED BY THE BOARD  
 24 PURSUANT TO THIS SUBSECTION (2)(a) PREVAILS.

25 **SECTION 3. In Colorado Revised Statutes, 12-155-106, add**  
 26 **(4.5) as follows:**

27 **12-155-106. Colorado plumbing code - amendments -**

1 **variances - Colorado fuel gas code. (4.5) IN THE EVENT OF A CONFLICT**  
2 **BETWEEN THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE, THE**  
3 **2024 INTERNATIONAL ENERGY CONSERVATION CODE, THE MODEL**  
4 **ELECTRIC READY AND SOLAR READY CODE DEVELOPED BY THE ENERGY**  
5 **CODE BOARD PURSUANT TO SECTION 24-38.5-401 (5), OR ANY ENERGY**  
6 **CODES ADOPTED BY EITHER A LOCAL GOVERNMENT OR DIVISIONS IN THE**  
7 **EXECUTIVE BRANCH OF STATE GOVERNMENT AND THE COLORADO**  
8 **PLUMBING CODE, THE COLORADO PLUMBING CODE PREVAILS.**

9 **SECTION 4. In Colorado Revised Statutes, 24-30-1303, add**  
10 **(1)(ff) as follows:**

11 **24-30-1303. Office of the state architect - responsibilities.**

12 **(1) The office of the state architect shall:**

13 **(ff) (I) (A) ON OR BEFORE JANUARY 1, 2025, ADOPT AND ENFORCE**  
14 **AN ENERGY CODE THAT ACHIEVES EQUIVALENT OR BETTER ENERGY**  
15 **PERFORMANCE THAN THE 2021 INTERNATIONAL ENERGY CONSERVATION**  
16 **CODE AND THE MODEL ELECTRIC READY AND SOLAR READY CODE**  
17 **LANGUAGE DEVELOPED FOR ADOPTION BY THE ENERGY CODE BOARD**  
18 **PURSUANT TO SECTION 24-38.5-401 (5). THIS ENERGY CODE MUST APPLY**  
19 **TO ALL CONSTRUCTION BY STATE AGENCIES ON STATE-OWNED PROPERTIES**  
20 **OR FACILITIES OR ON PROPERTIES OR FACILITIES THAT ARE LEASED BY THE**  
21 **STATE UNDER A FINANCED PURCHASE OF AN ASSET OR CERTIFICATE OF**  
22 **PARTICIPATION AGREEMENT.**

23 **(B) ON OR BEFORE JANUARY 1, 2030, ADOPT AND ENFORCE AN**  
24 **ENERGY CODE THAT ACHIEVES EQUIVALENT OR BETTER ENERGY AND**  
25 **CARBON EMISSIONS PERFORMANCE THAN THE MODEL LOW ENERGY AND**  
26 **CARBON CODE DEVELOPED FOR ADOPTION BY THE ENERGY CODE BOARD**  
27 **PURSUANT TO SECTION 24-38.5-401 (6). THIS ENERGY CODE MUST APPLY**

1 TO ALL CONSTRUCTION BY STATE AGENCIES ON STATE-OWNED PROPERTIES  
2 OR FACILITIES OR ON PROPERTIES OR FACILITIES THAT ARE LEASED BY THE  
3 STATE UNDER A FINANCED PURCHASE OF AN ASSET OR CERTIFICATE OF  
4 PARTICIPATION AGREEMENT.

5 (II) NOTWITHSTANDING ANY OTHER PROVISION OF THIS  
6 SUBSECTION (1)(ff), THE OFFICE OF THE STATE ARCHITECT MAY MAKE ANY  
7 AMENDMENTS TO AN ENERGY CODE THAT THE OFFICE OF THE STATE  
8 ARCHITECT DEEMS APPROPRIATE, SO LONG AS THE AMENDMENTS DO NOT  
9 DECREASE THE EFFECTIVENESS OR ENERGY EFFICIENCY OF THE ENERGY  
10 CODE.

11 (III) NOTHING IN THIS SUBSECTION (1)(ff) RESTRICTS THE ABILITY  
12 OF AN INVESTOR-OWNED UTILITY WITH APPROVAL FROM THE PUBLIC  
13 UTILITIES COMMISSION TO:

14 (A) PROVIDE INCENTIVES OR OTHER ENERGY EFFICIENCY PROGRAM  
15 SERVICES TO HELP THE OFFICE OF THE STATE ARCHITECT OR BUILDERS  
16 COMPLY WITH THE REQUIREMENTS OF THIS SUBSECTION (1)(ff); OR

17 (B) EARN SHAREHOLDER INCENTIVES AND CLAIM CREDITS TOWARD  
18 ITS REGULATORY REQUIREMENTS FOR ENERGY OR GREENHOUSE GAS  
19 EMISSION SAVINGS ACHIEVED AS A RESULT OF INCENTIVES PROVIDED BY  
20 THE UTILITY TO HELP THE OFFICE OF THE STATE ARCHITECT OR BUILDERS  
21 COMPLY WITH THE REQUIREMENTS OF THIS SUBSECTION (1)(ff).

22 (IV) A UTILITY NOT SUBJECT TO REGULATION BY THE PUBLIC  
23 UTILITIES COMMISSION MAY PROVIDE INCENTIVES OR OTHER ENERGY  
24 EFFICIENCY PROGRAM SERVICES AS THEY SO CHOOSE TO ASSIST THE OFFICE  
25 OF THE STATE ARCHITECT OR ANY BUILDERS IN COMPLYING WITH THE  
26 REQUIREMENTS OF THIS SUBSECTION (1)(ff).

27 (V) (A) A UTILITY SHALL BE ALLOWED TO COUNT MASS-BASED

1 EMISSIONS REDUCTIONS ASSOCIATED WITH THE REQUIREMENTS OF THIS  
 2 SUBSECTION (1)(ff) TOWARDS COMPLIANCE WITH ITS REQUIREMENTS  
 3 UNDER SECTION 25-7-105 (1)(e)(X.7) OR (1)(e)(X.8), SECTION 40-3.2-108  
 4 (3)(b), OR ANY SIMILAR GREENHOUSE GAS EMISSIONS REDUCTION  
 5 PROGRAM OR SET OF REQUIREMENTS.

6 (B) A UTILITY SUBJECT TO REGULATION BY THE PUBLIC UTILITIES  
 7 COMMISSION SHALL NOT BE ALLOWED TO COUNT ENERGY SAVINGS OR  
 8 GREENHOUSE GAS EMISSIONS REDUCTIONS ACHIEVED THROUGH THE  
 9 REQUIREMENTS OF THIS SUBSECTION (1)(ff) FOR THE PURPOSE OF  
 10 CALCULATING A SHAREHOLDER INCENTIVE ESTABLISHED PURSUANT TO  
 11 SECTIONS 40-3.2-103 (2)(d) AND 40-3.2-104 (5) IF THE UTILITY HAS NOT  
 12 PROVIDED A FINANCIAL INVESTMENT FOR CODE ADOPTION AS  
 13 DOCUMENTED IN A PLAN APPROVED BY THE COMMISSION.

14 **SECTION 5.** In Colorado Revised Statutes, 24-32-3305, **amend**  
 15 (3); and **add** (3.5) as follows:

16 **24-32-3305. Rules - advisory committee - energy code -**  
 17 **enforcement.** (3) EXCEPT WHEN ADOPTING AN ENERGY CODE PURSUANT  
 18 TO SUBSECTION (3.5) OF THIS SECTION, the board must consult with and  
 19 obtain the advice of an advisory committee on residential and  
 20 nonresidential structures in the drafting and promulgation of rules. The  
 21 committee consists of twelve members appointed by the division from the  
 22 following professional and technical disciplines: One from architecture,  
 23 one from structural engineering, three from building code enforcement,  
 24 one from mechanical engineering or contracting, one from electrical  
 25 engineering or contracting, one from the plumbing industry, one from the  
 26 construction design or producer industry, two from manufactured  
 27 housing, and one from organized labor. Committee members shall be

1 reimbursed for actual and necessary expenses incurred while engaged in  
2 official duties.

3 (3.5) (a) (I) ON OR BEFORE JANUARY 1, 2025, THE DIVISION SHALL  
4 ADOPT AND ENFORCE AN ENERGY CODE THAT ACHIEVES EQUIVALENT OR  
5 BETTER ENERGY PERFORMANCE THAN THE 2021 INTERNATIONAL ENERGY  
6 CONSERVATION CODE AND THE MODEL ELECTRIC READY AND SOLAR  
7 READY CODE LANGUAGE DEVELOPED FOR ADOPTION BY THE ENERGY CODE  
8 BOARD PURSUANT TO SECTION 24-38.5-401 (5). THIS ENERGY CODE MUST  
9 APPLY TO FACTORY-BUILT STRUCTURES AND HOTELS, MOTELS, AND  
10 MULTI-FAMILY STRUCTURES IN AREAS OF THE STATE WHERE NO  
11 CONSTRUCTION STANDARDS FOR HOTELS, MOTELS, AND MULTI-FAMILY  
12 STRUCTURES EXIST.

13 (II) ON OR BEFORE JANUARY 1, 2030, THE DIVISION SHALL ADOPT  
14 AND ENFORCE AN ENERGY CODE THAT ACHIEVES EQUIVALENT OR BETTER  
15 ENERGY AND CARBON EMISSIONS PERFORMANCE THAN THE MODEL LOW  
16 ENERGY AND CARBON CODE DEVELOPED FOR ADOPTION BY THE ENERGY  
17 CODE BOARD PURSUANT TO SECTION 24-38.5-401 (6). THIS ENERGY CODE  
18 MUST APPLY TO FACTORY-BUILT STRUCTURES AND HOTELS, MOTELS, AND  
19 MULTI-FAMILY STRUCTURES IN AREAS OF THE STATE WHERE NO  
20 CONSTRUCTION STANDARDS FOR HOTELS, MOTELS, AND MULTI-FAMILY  
21 STRUCTURES EXIST.

22 (b) NOTHING IN THIS SUBSECTION (3.5) ESTABLISHES STANDARDS  
23 APPLICABLE TO MANUFACTURED HOMES CONSTRUCTED PURSUANT TO THE  
24 "NATIONAL MANUFACTURED HOUSING CONSTRUCTION AND SAFETY  
25 STANDARDS ACT OF 1974", ESTABLISHED IN 42 U.S.C. SEC. 5401, ET SEQ.,  
26 AND ANY CORRESPONDING REGULATIONS PROMULGATED BY THE UNITED  
27 STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN 24 CFR

1     3280, ET SEQ.

2             (c) NOTWITHSTANDING ANY OTHER PROVISION OF THIS  
3     SUBSECTION (3.5), THE DIVISION MAY MAKE ANY AMENDMENTS TO AN  
4     ENERGY CODE THAT THE DIVISION DEEMS APPROPRIATE, SO LONG AS THE  
5     AMENDMENTS DO NOT DECREASE THE EFFECTIVENESS OR ENERGY  
6     EFFICIENCY OF THE ENERGY CODE.

7             (d) NOTHING IN THIS SUBSECTION (3.5) RESTRICTS THE ABILITY OF  
8     AN INVESTOR-OWNED UTILITY WITH APPROVAL FROM THE PUBLIC UTILITIES  
9     COMMISSION TO:

10            (I) PROVIDE INCENTIVES OR OTHER ENERGY EFFICIENCY PROGRAM  
11    SERVICES TO HELP THE DIVISION OR BUILDERS COMPLY WITH THE  
12    REQUIREMENTS OF THIS SUBSECTION (3.5); OR

13            (II) EARN SHAREHOLDER INCENTIVES AND CLAIM CREDITS TOWARD  
14    ITS REGULATORY REQUIREMENTS FOR ENERGY OR GREENHOUSE GAS  
15    EMISSION SAVINGS ACHIEVED AS A RESULT OF INCENTIVES PROVIDED BY  
16    THE UTILITY TO HELP THE DIVISION OR BUILDERS COMPLY WITH THE  
17    REQUIREMENTS OF THIS SUBSECTION (3.5).

18            (e) A UTILITY NOT SUBJECT TO REGULATION BY THE PUBLIC  
19    UTILITIES COMMISSION MAY PROVIDE INCENTIVES OR OTHER ENERGY  
20    EFFICIENCY PROGRAM SERVICES AS THEY SO CHOOSE TO ASSIST THE  
21    DIVISION OR ANY BUILDERS IN COMPLYING WITH THE REQUIREMENTS OF  
22    THIS SUBSECTION (3.5).

23            (f) (I) A UTILITY MAY COUNT MASS-BASED EMISSIONS REDUCTIONS  
24    ASSOCIATED WITH THE REQUIREMENTS OF THIS SUBSECTION (3.5)  
25    TOWARDS COMPLIANCE WITH ITS REQUIREMENTS UNDER SECTION 25-7-105  
26    (1)(e)(X.7) OR (1)(e)(X.8), SECTION 40-3.2-108 (3)(b), OR ANY SIMILAR  
27    GREENHOUSE GAS EMISSIONS REDUCTION PROGRAM OR SET OF

1 REQUIREMENTS.

2 (II) A UTILITY SUBJECT TO REGULATION BY THE PUBLIC UTILITIES  
3 COMMISSION SHALL NOT COUNT ENERGY SAVINGS OR GREENHOUSE GAS  
4 EMISSIONS REDUCTIONS ACHIEVED THROUGH THE REQUIREMENTS OF THIS  
5 SUBSECTION (3.5) FOR THE PURPOSE OF CALCULATING A SHAREHOLDER  
6 INCENTIVE ESTABLISHED PURSUANT TO SECTIONS 40-3.2-103 (2)(d) AND  
7 40-3.2-104 (5) IF THE UTILITY HAS NOT PROVIDED A FINANCIAL  
8 INVESTMENT FOR CODE ADOPTION AS DOCUMENTED IN A PLAN APPROVED  
9 BY THE COMMISSION.

10 **SECTION 6.** In Colorado Revised Statutes, 24-33.5-1203, add  
11 (1)(x) as follows:

12 **24-33.5-1203. Duties of division.** (1) The division shall perform  
13 the following duties:

14 (x) (I) (A) ON OR BEFORE JANUARY 1, 2025, THE DIVISION SHALL  
15 ADOPT AND ENFORCE AN ENERGY CODE THAT ACHIEVES EQUIVALENT OR  
16 BETTER ENERGY PERFORMANCE THAN THE 2021 INTERNATIONAL ENERGY  
17 CONSERVATION CODE AND THE MODEL ELECTRIC READY AND SOLAR  
18 READY CODE LANGUAGE DEVELOPED FOR ADOPTION BY THE ENERGY CODE  
19 BOARD PURSUANT TO SECTION 24-38.5-401 (5). THIS ENERGY CODE MUST  
20 APPLY TO THE BUILDINGS DESCRIBED IN SECTIONS 22-32-124 (2),  
21 23-71-122 (1)(v), AND 24-33.5-1212.5.

22 (B) ON OR BEFORE JANUARY 1, 2030, THE DIVISION SHALL ADOPT  
23 AND ENFORCE AN ENERGY CODE THAT ACHIEVES EQUIVALENT OR BETTER  
24 ENERGY AND CARBON EMISSIONS PERFORMANCE THAN THE MODEL LOW  
25 ENERGY AND CARBON CODE DEVELOPED FOR ADOPTION BY THE ENERGY  
26 CODE BOARD PURSUANT TO SECTION 24-38.5-401 (6). THIS ENERGY CODE  
27 MUST APPLY TO THE BUILDINGS DESCRIBED IN SECTIONS 22-32-124 (2),



1 23-71-122 (1)(v), 24-33.5-1212.5, 24-33.5-1213.3, AND 24-33.5-1213.5.

2 (II) NOTWITHSTANDING ANY OTHER PROVISION OF THIS  
3 SUBSECTION (1)(x), THE DIVISION MAY MAKE ANY AMENDMENTS TO AN  
4 ENERGY CODE THAT THE DIVISION DEEMS APPROPRIATE, SO LONG AS THE  
5 AMENDMENTS DO NOT DECREASE THE EFFECTIVENESS OR ENERGY  
6 EFFICIENCY OF THE ENERGY CODE.

7 (III) NOTHING IN THIS SUBSECTION (1)(x) RESTRICTS THE ABILITY  
8 OF AN INVESTOR-OWNED UTILITY WITH APPROVAL FROM THE PUBLIC  
9 UTILITIES COMMISSION TO:

10 (A) PROVIDE INCENTIVES OR OTHER ENERGY EFFICIENCY PROGRAM  
11 SERVICES TO HELP THE DIVISION OR BUILDERS COMPLY WITH THE  
12 REQUIREMENTS OF THIS SUBSECTION (1)(x); OR

13 (B) EARN SHAREHOLDER INCENTIVES AND CLAIM CREDITS TOWARD  
14 ITS REGULATORY REQUIREMENTS FOR ENERGY OR GREENHOUSE GAS  
15 EMISSIONS SAVINGS ACHIEVED AS A RESULT OF INCENTIVES PROVIDED BY  
16 THE UTILITY TO HELP THE DIVISION OR BUILDERS COMPLY WITH THE  
17 REQUIREMENTS OF THIS SUBSECTION (1)(x).

18 (IV) A UTILITY NOT SUBJECT TO REGULATION BY THE PUBLIC  
19 UTILITIES COMMISSION MAY PROVIDE INCENTIVES AS THEY SO CHOOSE TO  
20 ASSIST THE DIVISION OR ANY BUILDERS IN COMPLYING WITH THE  
21 REQUIREMENTS OF THIS SUBSECTION (1)(x).

22 (V) (A) A UTILITY MAY COUNT MASS-BASED EMISSIONS  
23 REDUCTIONS ASSOCIATED WITH THE REQUIREMENTS OF THIS SUBSECTION  
24 (1)(x) TOWARDS COMPLIANCE WITH ITS REQUIREMENTS UNDER SECTION  
25 25-7-105 (1)(e)(X.7) OR (1)(e)(X.8), SECTION 40-3.2-108 (3)(b), OR ANY  
26 SIMILAR GREENHOUSE GAS EMISSIONS REDUCTION PROGRAM OR SET OF  
27 REQUIREMENTS.

1           (B) A UTILITY SUBJECT TO REGULATION BY THE PUBLIC UTILITIES  
 2           COMMISSION SHALL NOT COUNT ENERGY SAVINGS OR GREENHOUSE GAS  
 3           EMISSIONS REDUCTIONS ACHIEVED THROUGH THE REQUIREMENTS OF THIS  
 4           INCENTIVE ESTABLISHED PURSUANT TO SECTIONS 40-3.2-103 (2)(d) AND  
 5           40-3.2-104 (5) IF THE UTILITY HAS NOT PROVIDED A FINANCIAL  
 6           INVESTMENT FOR CODE ADOPTION AS DOCUMENTED IN A PLAN APPROVED  
 7           BY THE COMMISSION.

8           **SECTION 7.** In Colorado Revised Statutes, 30-28-211, **amend**  
 9           (2)(b), (3), and (5) introductory portion; **repeal** (4); and **add** (1)(i), (1)(j),  
 10           (2)(b.5), (3.5), (8), (9), and (10) as follows:

11           **30-28-211. Energy efficient building codes - legislative**  
 12           **declaration - definitions.** (1) The general assembly hereby finds and  
 13           declares that there is statewide interest in requiring an effective energy  
 14           efficient building code for the following reasons:

15           (i) HIGHLY ENERGY EFFICIENT HOMES AND BUILDINGS CAN REDUCE  
 16           ENERGY USE AND HELP CONSUMERS SAVE MONEY ON ENERGY BILLS.

17           (j) HIGHLY ENERGY EFFICIENT AND LOW-CARBON NEW HOMES AND  
 18           BUILDINGS ARE CRITICAL FOR MEETING THE GREENHOUSE GAS POLLUTION  
 19           REDUCTION TARGETS ESTABLISHED IN SECTION 25-7-102 (2)(g).

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

21           (b) "Energy code" means at a minimum, one of the three most  
 22           recent versions of the international energy conservation code published  
 23           by the international code council A SUBSET OF BUILDING CODES RELATED  
 24           TO THE TOTAL ENERGY PERFORMANCE AND CARBON EMISSIONS OF  
 25           RESIDENTIAL AND COMMERCIAL BUILDINGS.

26           (b.5) "INTERNATIONAL ENERGY CONSERVATION CODE" MEANS THE  
 27           ENERGY CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL OR A

1 SUCCESSOR ORGANIZATION.

2 (3) Every board of county commissioners when adopting or  
3 updating a building code pursuant to section 30-28-201 THAT HAS  
4 ADOPTED AND ENFORCED ONE OR MORE BUILDING CODES, OR THAT ADOPTS  
5 AND ENFORCES ONE OR MORE BUILDING CODES AFTER JULY 1, 2022, shall  
6 adopt and enforce an energy code that applies to the construction of, and  
7 MAJOR renovations and additions to, all commercial and residential  
8 buildings AS REQUIRED BY THE ENERGY CODE in the county to which the  
9 building code applies.

10 (3.5) (a) A BOARD OF COUNTY COMMISSIONERS THAT HAS  
11 ADOPTED AND ENFORCED ONE OR MORE BUILDING CODES, AND THAT  
12 UPDATES ONE OR MORE BUILDING CODES ON OR AFTER JULY 1, 2023, AND  
13 BEFORE JULY 1, 2026, SHALL ADOPT AND ENFORCE AN ENERGY CODE THAT  
14 ACHIEVES EQUIVALENT OR BETTER ENERGY PERFORMANCE THAN THE 2021  
15 INTERNATIONAL ENERGY CONSERVATION CODE AND THE MODEL ELECTRIC  
16 READY AND SOLAR READY CODE LANGUAGE DEVELOPED FOR ADOPTION BY  
17 THE ENERGY CODE BOARD PURSUANT TO SECTION 24-38.5-401 (5) AT THE  
18 SAME TIME OTHER BUILDING CODES ARE UPDATED.

19 (b) A BOARD OF COUNTY COMMISSIONERS THAT HAS ADOPTED AND  
20 ENFORCED ONE OR MORE BUILDING CODES, AND THAT UPDATES ONE OR  
21 MORE BUILDING CODES ON OR AFTER JULY 1, 2026, SHALL ADOPT AND  
22 BEGIN ENFORCING AN ENERGY CODE THAT ACHIEVES EQUIVALENT OR  
23 BETTER ENERGY AND CARBON EMISSIONS PERFORMANCE THAN THE MODEL  
24 LOW ENERGY AND CARBON CODE DEVELOPED FOR ADOPTION BY THE  
25 ENERGY CODE BOARD PURSUANT TO SECTION 24-38.5-401 (6) AT THE  
26 SAME TIME OTHER BUILDING CODES ARE UPDATED.

27 (c) (I) NOTWITHSTANDING SUBSECTIONS (3.5) (a) AND (b) OF THIS

1 SECTION, A BOARD OF COUNTY COMMISSIONERS REPRESENTING A RURAL  
2 COUNTY IS REQUIRED TO ADOPT AND ENFORCE AN ENERGY CODE THAT  
3 ACHIEVES EQUIVALENT OR BETTER ENERGY PERFORMANCE THAN ONE OF  
4 THE LAST THREE MOST RECENT EDITIONS OF THE INTERNATIONAL ENERGY  
5 CONSERVATION CODE RATHER THAN EITHER AN ENERGY CODE THAT  
6 ACHIEVES EQUIVALENT OR BETTER ENERGY PERFORMANCE THAN THE 2021  
7 INTERNATIONAL ENERGY CONSERVATION CODE AND THE MODEL ELECTRIC  
8 READY AND SOLAR READY CODE LANGUAGE IDENTIFIED FOR ADOPTION BY  
9 THE ENERGY CODE BOARD PURSUANT TO SECTION 24-38.5-401 (5) OR AN  
10 ENERGY CODE THAT ACHIEVES EQUIVALENT OR BETTER ENERGY AND  
11 CARBON EMISSIONS PERFORMANCE THAN THE MODEL LOW ENERGY AND  
12 CARBON CODE IDENTIFIED FOR ADOPTION BY THE ENERGY CODE BOARD  
13 PURSUANT TO SECTION 24-38.5-401 (6) IF, WHILE THE GRANT PROGRAM  
14 ESTABLISHED PURSUANT TO SECTION 24-38.5-403 IS ACCEPTING  
15 APPLICATIONS, THE BOARD OF COUNTY COMMISSIONERS APPLIES FOR AND  
16 IS NOT AWARDED A GRANT THAT SIGNIFICANTLY ASSISTS IN ENERGY CODE  
17 ADOPTION AND ENFORCEMENT TRAINING.

18 (II) AS USED IN THIS SUBSECTION (3.5)(c), A RURAL COUNTY  
19 MEANS A COUNTY WITH A POPULATION OF LESS THAN THIRTY THOUSAND  
20 PEOPLE, AS DETERMINED PURSUANT TO THE MOST RECENTLY PUBLISHED  
21 POPULATION ESTIMATES FROM THE STATE DEMOGRAPHER APPOINTED BY  
22 THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF LOCAL AFFAIRS.

23 (d) WHEN ADOPTING OR UPDATING A BUILDING CODE PRIOR TO  
24 JULY 1, 2023, A BOARD OF COUNTY COMMISSIONERS SHALL ADOPT AND  
25 ENFORCE AN ENERGY CODE THAT ACHIEVES EQUIVALENT OR BETTER  
26 ENERGY PERFORMANCE THAN ONE OF THE THREE MOST RECENT EDITIONS  
27 OF THE INTERNATIONAL ENERGY CONSERVATION CODE.

1           (4) The energy code shall apply to any commercial or residential  
2 building in the county for which a building permit application is received  
3 subsequent to the adoption of the energy code.

4           (5) The following buildings are exempt from subsections (3) and  
5 (4) AND (3.5) of this section:

6           (8) NOTHING IN THIS SECTION RESTRICTS THE ABILITY OF AN  
7 INVESTOR-OWNED UTILITY WITH APPROVAL FROM THE PUBLIC UTILITIES  
8 COMMISSION TO:

9           (a) PROVIDE INCENTIVES OR OTHER ENERGY EFFICIENCY PROGRAM  
10 SERVICES TO HELP THE BOARD OF COUNTY COMMISSIONERS OF ANY  
11 COUNTY OR BUILDERS COMPLY WITH THE REQUIREMENTS OF THIS SECTION;

12 OR

13           (b) EARN SHAREHOLDER INCENTIVES AND CLAIM CREDITS  
14 TOWARDS ITS REGULATORY REQUIREMENTS FOR ENERGY OR GREENHOUSE  
15 GAS EMISSION SAVINGS ACHIEVED AS A RESULT OF INCENTIVES PROVIDED  
16 BY THE UTILITY TO HELP THE BOARD OF COUNTY COMMISSIONERS OF ANY  
17 COUNTY OR BUILDERS COMPLY WITH THE REQUIREMENTS OF THIS SECTION.

18           (9) A UTILITY NOT SUBJECT TO REGULATION BY THE PUBLIC  
19 UTILITIES COMMISSION MAY PROVIDE INCENTIVES OR OTHER ENERGY  
20 EFFICIENCY PROGRAM SERVICES AS THEY SO CHOOSE TO ASSIST THE BOARD  
21 OF COUNTY COMMISSIONERS OF ANY COUNTY OR ANY BUILDERS IN  
22 COMPLYING WITH THE REQUIREMENTS OF THIS SECTION.

23           (10) (a) A UTILITY MAY COUNT MASS-BASED EMISSIONS  
24 REDUCTIONS ASSOCIATED WITH THE REQUIREMENTS OF THIS SECTION  
25 TOWARDS COMPLIANCE WITH ITS REQUIREMENTS UNDER SECTION  
26 25-7-105 (1)(e)(X.7) OR (1)(e)(X.8), SECTION 40-3.2-108 (3)(b), OR ANY  
27 SIMILAR GREENHOUSE GAS EMISSIONS REDUCTION PROGRAM OR SET OF

1 REQUIREMENTS.

2 (b) A UTILITY SUBJECT TO REGULATION BY THE PUBLIC UTILITIES  
 3 COMMISSION SHALL NOT COUNT ENERGY SAVINGS OR GREENHOUSE GAS  
 4 EMISSIONS REDUCTIONS ACHIEVED THROUGH THE REQUIREMENTS OF THIS  
 5 SECTION FOR THE PURPOSE OF CALCULATING A SHAREHOLDER INCENTIVE  
 6 ESTABLISHED PURSUANT TO SECTIONS 40-3.2-103 (2)(d) AND 40-3.2-104  
 7 (5) IF THE UTILITY HAS NOT PROVIDED A FINANCIAL INVESTMENT FOR CODE  
 8 ADOPTION AS DOCUMENTED IN A PLAN APPROVED BY THE COMMISSION.

9 **SECTION 8.** In Colorado Revised Statutes, 31-15-602, **amend**  
 10 **(2)(b), (3), and (5) introductory portion; repeal (4)(a); and add (1)(i),**  
 11 **(1)(j), (2)(b.5), (3.5), (8), (9), and (10) as follows:**

12 **31-15-602. Energy efficient building codes - legislative**  
 13 **declaration - definitions - repeal.** (1) The general assembly hereby finds  
 14 and declares that there is statewide interest in requiring an effective  
 15 energy efficient building code for the following reasons:

16 (i) HIGHLY ENERGY EFFICIENT HOMES AND BUILDINGS CAN REDUCE  
 17 ENERGY USE AND HELP CONSUMERS SAVE MONEY ON ENERGY BILLS.

18 (j) HIGHLY ENERGY EFFICIENT AND LOW CARBON NEW HOMES AND  
 19 BUILDINGS ARE CRITICAL FOR MEETING THE GREENHOUSE GAS POLLUTION  
 20 REDUCTION TARGETS ESTABLISHED IN SECTION 25-7-102 (2)(g).

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

22 (b) "Energy code" means at a minimum, one of the three most  
 23 recent versions of the international energy conservation code published  
 24 by the international code council A SUBSET OF BUILDING CODES RELATED  
 25 TO THE TOTAL ENERGY PERFORMANCE AND CARBON EMISSIONS OF  
 26 RESIDENTIAL AND COMMERCIAL BUILDINGS.

27 (b.5) "INTERNATIONAL ENERGY CONSERVATION CODE" MEANS THE

1 ENERGY CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL OR A  
2 SUCCESSOR ORGANIZATION.

3 (3) The governing body of any municipality ~~when adopting or~~  
4 updating any other building codes THAT HAS ADOPTED AND ENFORCED  
5 ONE OR MORE BUILDING CODES, OR THAT ADOPTS AND ENFORCES ONE OR  
6 MORE BUILDING CODES AFTER JULY 1, 2022, shall adopt and enforce an  
7 energy code that applies to the construction of, and MAJOR renovations  
8 and additions to, all commercial and residential buildings AS REQUIRED  
9 BY THE ENERGY CODE in the municipality to which the building code  
10 applies.

11 (3.5) (a) THE GOVERNING BODY OF A MUNICIPALITY THAT HAS  
12 ADOPTED AND ENFORCED ONE OR MORE BUILDING CODES, AND THAT  
13 UPDATES ONE OR MORE BUILDING CODES ON OR AFTER JULY 1, 2023, AND  
14 BEFORE JULY 1, 2026, SHALL ADOPT AND ENFORCE AN ENERGY CODE THAT  
15 ACHIEVES EQUIVALENT OR BETTER ENERGY PERFORMANCE THAN THE 2021  
16 INTERNATIONAL ENERGY CONSERVATION CODE AND THE MODEL ELECTRIC  
17 READY AND SOLAR READY CODE LANGUAGE EITHER DEVELOPED FOR  
18 ADOPTION BY THE ENERGY CODE BOARD PURSUANT TO SECTION  
19 24-38.5-401 (5) AT THE SAME TIME OTHER BUILDING CODES ARE UPDATED.

20 (b) THE GOVERNING BODY OF A MUNICIPALITY THAT HAS ADOPTED  
21 AND ENFORCED ONE OR MORE BUILDING CODES, AND THAT UPDATES ONE  
22 OR MORE BUILDING CODES ON OR AFTER JULY 1, 2026, SHALL ADOPT AND  
23 BEGIN ENFORCING AN ENERGY CODE THAT ACHIEVES EQUIVALENT OR  
24 BETTER ENERGY AND CARBON EMISSIONS PERFORMANCE THAN THE MODEL  
25 LOW ENERGY AND CARBON CODE LANGUAGE DEVELOPED FOR ADOPTION  
26 BY THE ENERGY CODE BOARD PURSUANT TO SECTION 24-38.5-401 (6) , AT  
27 THE SAME TIME OTHER BUILDING CODES ARE UPDATED.

1           (c) WHEN ADOPTING OR UPDATING A BUILDING CODE PRIOR TO  
2           JULY 1, 2023, THE GOVERNING BODY OF A MUNICIPALITY SHALL ADOPT  
3           AND ENFORCE AN ENERGY CODE THAT ACHIEVES EQUIVALENT OR BETTER  
4           ENERGY PERFORMANCE THAN ONE OF THE THREE MOST RECENT EDITIONS  
5           OF THE INTERNATIONAL ENERGY CONSERVATION CODE.

6           (4) (a) The energy code shall apply to any commercial or  
7           residential building in the municipality for which a building permit  
8           application is received subsequent to the adoption of the energy code.

9           (5) The following buildings are exempt from subsections (3),  
10          (3.5), and (4) of this section:

11          (8) NOTHING IN THIS SECTION RESTRICTS THE ABILITY OF AN  
12          INVESTOR-OWNED UTILITY WITH APPROVAL FROM THE PUBLIC UTILITIES  
13          COMMISSION TO:

14          (a) PROVIDE INCENTIVES OR OTHER ENERGY EFFICIENCY PROGRAM  
15          SERVICES TO HELP THE GOVERNING BODY OF ANY MUNICIPALITY OR  
16          BUILDERS COMPLY WITH THE REQUIREMENTS OF THIS SECTION; OR

17          (b) EARN SHAREHOLDER INCENTIVES AND CLAIM CREDITS  
18          TOWARDS ITS REGULATORY REQUIREMENTS FOR ENERGY OR GREENHOUSE  
19          GAS EMISSION SAVINGS ACHIEVED AS A RESULT OF INCENTIVES PROVIDED  
20          BY THE UTILITY TO HELP THE GOVERNING BODY OF ANY MUNICIPALITY OR  
21          BUILDERS COMPLY WITH THE REQUIREMENTS OF THIS SECTION.

22          (9) A UTILITY NOT SUBJECT TO REGULATION BY THE PUBLIC  
23          UTILITIES COMMISSION MAY PROVIDE INCENTIVES OR OTHER ENERGY  
24          EFFICIENCY PROGRAM SERVICES AS THEY SO CHOOSE TO ASSIST THE  
25          GOVERNING BODY OF ANY MUNICIPALITY OR ANY BUILDERS IN COMPLYING  
26          WITH THE REQUIREMENTS OF THIS SECTION.

27          (10) (a) A UTILITY MAY COUNT MASS-BASED EMISSIONS



1 REDUCTIONS ASSOCIATED WITH THE REQUIREMENTS OF THIS SECTION  
2 TOWARDS COMPLIANCE WITH ITS REQUIREMENTS UNDER SECTION  
3 25-7-105 (1)(e)(X.7) OR (1)(e)(X.8), SECTION 40-3.2-108 (3)(b), OR ANY  
4 SIMILAR GREENHOUSE GAS EMISSIONS REDUCTION PROGRAM OR SET OF  
5 REQUIREMENTS.

6 (b) A UTILITY SUBJECT TO REGULATION BY THE PUBLIC UTILITIES  
7 COMMISSION SHALL NOT COUNT ENERGY SAVINGS OR GREENHOUSE GAS  
8 EMISSIONS REDUCTIONS ACHIEVED THROUGH THE REQUIREMENTS OF THIS  
9 SECTION FOR THE PURPOSE OF CALCULATING A SHAREHOLDER INCENTIVE  
10 ESTABLISHED PURSUANT TO SECTIONS 40-3.2-103 (2)(d) AND 40-3.2-104  
11 (5) IF THE UTILITY HAS NOT PROVIDED A FINANCIAL INVESTMENT FOR CODE  
12 ADOPTION AS DOCUMENTED IN A PLAN APPROVED BY THE COMMISSION.

13 **SECTION 9.** In Colorado Revised Statutes, **repeal** article 7 of  
14 title 6.

15 **SECTION 10. Safety clause.** The general assembly hereby finds,  
16 determines, and declares that this act is necessary for the immediate  
17 preservation of the public peace, health, or safety.

Status HB22-1362  
T. Bennett | A. Valdez  
Building Greenhouse Gas Emissions

### Summary of Legislation

The bill requires the Colorado Energy Office (CEO) to identify for adoption three model codes for local governments and certain state agencies to adopt and enforce. It also creates two grant programs in the CEO to provide funding for state and local governments, utilities, non-profit organizations, and housing developers to purchase high-efficiency electric equipment. Model codes.

The bill requires the CEO to identify for adoption three sets of model code language:

- electric and solar ready code language by July 1, 2023;
- low energy and carbon code language by January 1, 2025; and
- green code language before July 1, 2024.

The CEO is required to consult with local governments, builders, and other stakeholders before identifying model language. By December 31, 2025, the CEO will provide a report to relevant legislative committees that project the carbon emissions of buildings subject to the low energy and carbon codes, and determine any updates to the model codes to ensure the building sector emission reductions meet statewide targets.

### State agency model code adoption

By January 1, 2025, the following local governments and state agencies must adopt and enforce an energy code that is at least as stringent as the 2021 International Energy Conservation Code and the model electric and solar ready code language identified for adoption by CEO:

- the Office of State Architect (OSA) in the Department of Personnel and Administration;
- the Division of Housing (DOH) in the Department of Local Affairs,
- the Division of Fire Protection and Control (DFPC) in the Department of Public Safety;
- boards of county commissioners; and
- governing bodies of municipalities.

By January 1, 2030, these agencies must adopt and enforce an energy code that meets or exceeds energy and carbon emissions performance of the model low energy and carbon code language identified for adoption by the CEO. The OSA energy code applies to the construction by state agencies on state-owned or leased properties. The DOH energy code applies to factory-built structures, manufactured homes, as well as hotels, motels, and multi-family structures in areas of the state where no construction standards exist. The DFPC energy code applies to certain school buildings and health facilities.

### **Energy code training**

The CEO will provide energy code training and technical assistance in multiple languages to assist local governments, state agencies, builders, and contractors in adopting and implementing the energy codes, and will award grants to local governments to support their adoption and enforcement of energy codes.

### **Building Electrification for Public Buildings Grant Program**

The bill creates the Building Electrification for Public Buildings Grant Program in the CEO. Local governments, school districts, state agencies, special districts are eligible to receive funding to install high-efficiency electric heating equipment for space heating, water heating, or cooking.

### **High Efficiency Electric Heating and Appliances Grant Program**

The bill creates the High Efficiency Electric Heating and Appliances Grant Program. Local governments, utilities, non-profit organizations, and housing developers are eligible to receive funding to install high efficiency electric heating equipment in multiple structures within a neighborhood.

### **Grant program funding**

The bill creates the Clean Air Buildings Investment Fund (fund), which is continuously appropriated to the CEO, to create, implement and administer the grant programs.

# Council Agenda Summary

August 2, 2022

Key Staff Contact: Mike Garrott, Planning Manager, 350-9784

Becky Safarik, Interim Community Development Director, 350-9786

## Title:

Public hearing to consider a rezone from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development) for approximately 43.42 acres, and second reading of an ordinance changing the official zoning map to reflect the same

## Summary:

The applicant is requesting approval to rezone 43.42 acres from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development); and to establish of a PUD Plan for approximately 43.42 acres of land to be known as the Hope Springs PUD.

The proposed PUD would consist of a mix of single-family detached, single-family attached, multi-family residential and commercial uses broken down as follows:

- 16.28 acres of single-family medium density housing (attached and detached)
- 12.48 acres of multi-family housing
- 1.04 acres of commercial mixed-use development
- 6.49 acres of open space/detention and recreational areas

The proposal includes a maximum of 557 residential dwelling units. The single-family planning areas range from 7-14 dwelling units per acre, while the multi-family planning area ranges from 16-26 dwelling units per acre.

The Planning Commission considered the request on June 28, 2022, and recommended approval by a vote of 5-0. This item was introduced by Council at its July 19, 2022 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?	
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**Legal Issues:**

Consideration of this matter is a quasi-judicial process.

**Other Issues and Considerations:**

None noted.

**Strategic Work Program Item or Applicable Council Priority and Goal:**

Consistency with Comprehensive Plan and Development Code standards.

**Decision Options:**

- 1) Approve 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 Actions:**

Two motions are necessary to approve this request:

1. A motion, that based on the application received and accompanying analysis, the proposed rezoning from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD is in compliance with Development Code Section 24-204; and, therefore, approves the request.
2. A motion to adopt the ordinance and publish with reference to title only.

**Attachments:**

Ordinance

Planning Commission Summary (Staff Report) (June 28, 2022)

Planning Commission Minutes (June 28, 2022)

PowerPoint Presentation

CITY OF GREELEY, COLORADO  
ORDINANCE NO. 26  
2022 CASE NO. ZON2022-0007

**AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM R-H (RESIDENTIAL HIGH DENSITY), C-H (COMMERCIAL HIGH INTENSITY) AND C-L (COMMERICAL LOW INTENSITY) TO PUD (PLANNED UNIT DEVELOPMENT) FOR APPROXIMATELY 43.42 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF 32<sup>ND</sup> STREET AND 29<sup>TH</sup> AVENUE, KNOWN AS THE HOPE SPRINGS PUD**

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) H-A (Holding Agriculture) to PUD (Planned Unit Development) for approximately 43.42 acres of property 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 \_\_\_\_\_, 2022.**

**ATTEST:**

**THE CITY OF GREELEY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Legal Description

TRACTS A, B, C, D AND E, KIRK - WATSON SUBDIVISION, CITY OF GREELEY,  
COUNTY OF WELD,  
STATE OF COLORADO.  
AND

(PROVIDED BY THE PLAT OF KIRK-WATSON SUBDIVISION, AS RECORDED ON MARCH  
23, 2012 AT RECEPTION NO. 3833960, WELD COUNTY RECORDS)

THAT PARCEL DEDICATED AS 20.00 FEET PUBLIC RIGHT-OF-WAY, BEING THE 20.00 FEET  
ADJOINING THE EAST BOUNDARY OF TRACT A, PER THE PLAT OF KIRK- WATSON  
SUBDIVISION, AS RECORDED MARCH 23, 2012 AT RECEPTION NO.  
3833960, WELD COUNTY RECORDS CONTAINING 0.270 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 43.42 ACRES, MORE OR LESS AND  
ARE SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

City of Greeley, Colorado  
**PLANNING COMMISSION PROCEEDINGS**

June 28, 2022

**1. Call to Order**

Vice Chair Briscoe called the meeting to order at 1:15 p.m.

**2. Roll Call**

The hearing clerk called the roll.

PRESENT

Vice Chair Erik Briscoe  
Commissioner Larry Modlin  
Commissioner Christian Schulte  
Commissioner Brian Franzen  
Commissioner Jeff Carlson

ABSENT

Chair Justin Yeater  
Commissioner Chelsie Romulo

**3. Approval of Agenda**

There were no corrections or additions to the agenda, and it was approved as presented. However, staff requested that the three agenda items (5, 6, and 7) be heard together, with separate motions. The Commission concurred.

**4. Approval of May 10, 2022 Minutes**

Commissioner Schulte pointed out that there was one typo regarding the spelling of his last name on the previous minutes. Contingent upon that mistake being corrected, Commissioner Modlin moved to approve the minutes dated May 10, 2022. Commissioner Schulte seconded the motion. Motion carried 5-0. (Chair Yeater and Commissioner Romulo absent.)

**5. Public hearing to consider a rezone from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development) for approximately 43.42 acres of property located at the northeast corner of 32nd Street and 29th Avenue, known as Hope Springs PUD (PUD2021-0012).**

Vice Chair Briscoe stated that agenda items 5, 6, and 7 will be heard by the staff and applicant together as the items were interrelated and interdependent. He then read each agenda item description.

Mike Garrott, Planning Manager, began by explaining the three separate applications and noted there will also be three separate motions at the end. He



then described the locations of each item in the City of Greeley and surrounding areas. He explained that 16.28 acres would be devoted to single-family and medium density uses. The proposal is a mixture of attached and detached units with a maximum of 557 units. This is inclusive of multi-family as well. Habitat for Humanity, the applicant, is looking to develop smaller lot sizes anticipated for low-income housing opportunities. There is no plan yet for future development of the 12.4 acres of multi-family.

Mr. Garrott also said that there is a 1.0-acre commercial site that the applicant is looking into for possible commercial opportunities. There is an area of open space for detention or recreational activities that is just under six and a half acres as well.

Mr. Garrott then pointed out that the proposed plan is broken up into several areas. Planning area one is proposed for single-family or duplex units that will be owner occupied. Planning area two would be twelve and a half acres in size. The site also contains an abandoned oil and gas site. The likely use for the site would be for multi-family but does not currently have a design for review with staff. Planning area three is on the western portion of the site, which would be used for commercial type uses that would support likely support the residences of the site. Planning area four intends to have some recreational amenities on the site. Planning areas five and six are essentially open space detention areas within the site.

Mr. Garrott said it's worth noting that in order to develop the site, a lift station for a sewer would have to be reconstructed and rebuilt and would be a very significant cost. He then pointed out that the city occasionally sees variations of standards in PUD proposals. One of the variations with the Habitat for Humanity project relates to setbacks. In order to fit some of their units the applicant is requesting the standard 20-foot setback be reduced to 10 feet. For corner lots, they are also requesting that for accessory structures there be a reduction from 20 feet to 10 feet. For planning area two they are only asking for a reduction of the 25-foot normal setback to be change to 20 feet.

The other seven out lots would be for open space areas, drainage facilities, utility areas, landscape areas, and recreational areas as well.

Mr. Garrott then spoke about the preliminary plat noting the location of the different sized lots, open space and city utilities. Relative to access and stormwater, there were substantial discussions with the City of Evans to coordinate service for the property where jurisdictional interests overlapped.

Lastly, Mr. Garrott stated the city received a letter dated April 28, 2022, in which \$990,000 was awarded as a grant for innovative low-income housing projects. He stated the proposed rezone and PUD are consistent with the criteria found in the outline of the summary. Notices were sent to the surrounding property owners; one letter of support was submitted to staff. Staff recommends approval of the request and suggests the motion as noted in the Commission's packet.

Commissioner Schulte asked if the area of side setbacks for corner lots would be too small for something like a side-facing garage. Mr. Garrott stated those areas would more likely only be used for a shed, but they wanted to make sure there was just enough room to get back into those areas if needed.

Commissioner Franzen then questioned if Traffic had any issues with the corner lots. Mr. Garrott stated that they did not have issues.

Commissioner Modlin voiced his concern that there would be too much parking on the street making it unsafe for children. Mr. Garrott said that there would be limited on-street parking and will be further evaluated at time of final platting.

Vice Chair Briscoe asked where the city stands on oil and gas and if building on top of abandoned wells is allowed. Mr. Garrott told him that, per the 2021 Development Code amendments, the abandoned well head in the area requires a 50-foot setback and no physical structures would be impacted with this project.

Commissioner Modlin asked about the plans for non-potable in that area. Mr. Garrott then invited Thomas Gilbert, Civil Engineer, to the podium in order to help answer the question. Mr. Gilbert stated that there are currently plans to bring non-potable water to the site from a developing lot to the west that will connect to this property. Once the property to the west develops then it will come in and serve this growth.

Robert Molloy representing the applicant invited Cheri Witt-Brown, Director of Habitat for Humanity, to speak in more detail about their project. Ms. Witt-Brown stated that Hope Springs will deliver 176 mixed-product housing types to south Greeley. It will be within walking distance to schools, grocery stores, and transportation, and other services. She also stated that they are building a climate friendly community which means that all habitat homes have a standard that provides their families the benefit of much lower utility bills, which is better for the environment, climate and society. Hope Springs will also provide over a \$100 million dollar reinvestment back into the city of Greeley and the county's local economy. And, further, homeowners will have no more than 30% of their monthly income going towards housing which leaves a lot more leftover for food, medical care, transportation, etc.

Commissioner Schulte asked if they are going to be requiring front porches in the design parameters given that there is alleyway parking. Ms. Witt-Brown said they are encouraging front porches in order to be intentional about making space for all residents in a thoughtful and visionary way. She also stated that front porches inspire families to spend more time together. She wanted to note that Habitat for Humanity is unique in the sense that families are already acquainted with one another. This is because they've helped each other build their homes and in turn built lifelong bonds.

Commissioner Carlson asked if the soccer field is a unique amenity or one commonly seen across the country. Ms. Witt-Brown said that it is unique because there is only one other place like that in Colorado. She explained that a young man on their committee was visionary about this amenity and had been searching the City of Greeley for an appropriate development site. Their combined efforts with him helped develop this idea to bring the soccer field to that specific site.

Commissioner Carlson then inquired about how the balance of the development area is being accomplished and by whom. Ms. Witt-Brown replied by saying Habitat for Humanity will go in and complete the civil infrastructure using grants and reserves

that have already been secured. She noted that they'd be starting at the north side of the property to make sure things balance out by adding childcare close to the area as well.

Mr. Molloy approached the podium again to discuss the current zoning and what is being proposed for the design process. He stated that the property is going to be re-zoned from residential medium and residential high to PUD, which would provide a less intense use of what is currently allowed on that piece of property. There is a one-acre parcel that is planned for the daycare center as well. He explained that they want the single families bordering the east property line and duplexes spread throughout. They also made sure to maintain a 15-foot set back on side yards. Mr. Molloy said that the main idea behind these designs is to make a community more livable by providing closer access to shops, grocery shopping, daycare, and schools, etc. He further explained that multi-family is on the front of the property because there will be a higher density and more vehicle traffic. The single-family duplexes will be kept on the outer edges in order to reduce traffic throughout these neighborhoods. He touched again on the fact that parking has been moved to the rear giving the community that old-style feel. There will also eventually be connecting paths to share some of the amenities like the soccer field and basketball courts. They both will be built using unique products that have a concrete base and a rubberized material that is laid over the top.

Mr. Molloy noted they are actually multifunctional and very water wise too. They also have long term upkeep that would defer maintenance for about 10-15 years from the time of installation. Lastly, they are looking at adding a 9-hole disc golf game that will be an amenity anyone can enjoy. This is also a simple design and has simple maintenance.

Commissioner Briscoe asked if the intent of the side setback variance of five to zero is just for the driveways. Mr. Molloy said that duplexes are zero setbacks and everything else is at least a five-foot setback.

Commissioner Briscoe then asked if the soccer field is going to be access controlled only for the residents of Hope Spring community or if it will be for public use. Mr. Molloy said it will be for public use, but they are currently working with the City Culture, Parks and Recreation District to offer that option.

Commissioner Modlin inquired why they don't have the soccer field more isolated on the north side of the buildings since they have a good-sized parking lot. Mr. Molloy reiterated that it's for public use and not just for neighborhood use. They don't want to isolate the soccer field from the rest of the area. The purpose of this park is to operate as a city park for public use and will be put in a location that is easy for the public to reach without driving through the neighboring areas.

Commissioner Schulte wondered if they are envisioning any kind of pedestrian shortcut through that area that goes down to the park. Mr. Molloy stated that they are as it has come up before in previous design discussions. They will look into this further.

Vice Chair Briscoe opened the public hearing at 2:08 p.m. There being no comments, the public hearing was closed at 2:08 p.m.

Commissioner Schulte moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from R-L (Residential Low Density), C-L (Commercial Low Intensity), and C-H (Commercial High Intensity) to PUD (Planned Unit Development) is in compliance with Development Code Section 24-625(c)(3); and, therefore, recommend approval. Commissioner Franzen seconded the motion.  
Motion carried 5-0. (Chair Yeater and Commissioner Romulo absent.)

**6. Public hearing to consider a Preliminary PUD Plan for 43.42 acres of property located at the northeast corner of 32<sup>nd</sup> Street and 29<sup>th</sup> Avenue, known as Hope Springs PUD (PUD2021-0013).**

*Please note that the staff report, applicant presentation, and public hearing for this item was included under agenda item number 5.*

Commissioner Schulte moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed Hope Springs PUD Plan is in compliance with Development Code Section 24-625(c)(3) and section 24-663 (d) and, therefore, recommend approval. Commissioner Modlin seconded the motion. Motion carried 5-0. (Chair Yeater and Commissioner Romulo absent.)

**7. Public hearing to consider a request for a preliminary subdivision plat of 43.42 acres of land into 152 duplex lots, 22 single-family lots, a 12.48 acres multi-family lot, a 1.04-acre commercial lot, and 7 outlots (6.96 acres) for drainage, stormwater detention, recreation and open space. The subject property is located north of 32<sup>nd</sup> Street and east of future 29<sup>th</sup> Avenue, known as the Kirk-Watson Preliminary Subdivision, First Replat.**

*Please note that the staff report, applicant presentation, and public hearing for this item was included under agenda item number 5.*

Commissioner Franzen moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed preliminary subdivision plot is in compliance with Development Code Section 24-2 (3b1); and, therefore, approves the preliminary subdivision plot with the following condition, the approval of the preliminary plot is contingent upon Hope Springs PUD being approved by City Council. Commissioner Briscoe seconded the motion.  
Motion carried 5-0. (Chair Yeater and Commissioner Romulo absent.)

**8. Staff Report**

Ms. Safarik stated that there were no items to report.

**9. Adjournment**

With no further business, Vice Chair Briscoe adjourned the meeting at 2:55 pm.

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Becky Safarik, Secretary

DRAFT

## PLANNING COMMISSION SUMMARY

**ITEMS:** Rezoning from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development), and a PUD Plan

**FILE NUMBER:** ZON2022-0007 & PUD2021-0012

**PROJECT:** Hope Springs PUD

**LOCATION:** Northeast corner of 32<sup>nd</sup> Street and 29<sup>th</sup> Avenue

**APPLICANT:** Derek Glosson on behalf of Tyler Richardson, Richmark Real Estate Partners LLC

**CASE PLANNER:** Mike Garrott AICP, Planning Manager

**PLANNING COMMISSION HEARING DATE:** June 28, 2022

### 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 applications in the form of a finding based on the review criteria in Sections 24-625(c)(3) and 24-663(b) of the Development Code.

### EXECUTIVE SUMMARY

The City of Greeley is considering a request by Derek Glosson on behalf of Tyler Richardson to rezone from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development); and a PUD Plan for approximately 43.42 acres of property located at the northeast corner of 32<sup>nd</sup> Street and 29<sup>th</sup> Avenue.

### A. REQUEST

The applicant is requesting approval to rezone 43.42 acres from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development); and to establish of a PUD Plan for approximately 43.42 acres of land to be known as the Hope Springs PUD.

The proposed PUD would consist of a mix of single-family detached, single-family attached, multi-family residential and commercial uses broken down as follows:

- 16.28 acres of single-family medium density housing (attached and detached)
- 12.48 acres of multi-family housing
- 1.04 acres of commercial mixed-use development

- 6.49 acres of open space/detention and recreational areas

The proposal includes a maximum of 557 residential dwelling units. The single-family planning areas range from 7-14 dwelling units per acre, while the multi-family planning area ranges from 16-26 dwelling units per acre.

On-site open areas would incorporate native seed mix, areas for detention and a disc golf course. The recreational area includes two soccer courts with off-street parking.

The Hope Springs PUD proposes specific development standards to encourage smaller lot sizes and products to be offered by Habitat for Humanity, the intended builder. Parking standards are also modified to support the variety of single-family product types and potential multi-family options. In instances where the PUD is silent or as appropriately noted on the PUD plan, the City's Development Code regulations shall govern.

## **B. STAFF RECOMMENDATION**

Approval

## **C. LOCATION**

### **Abutting Zoning/Land Use:**

**North:** C-H (Commercial High Intensity) / *Frontier Academy K-5 School, commercial and industrial users*

**South:** City of Evans – R-3 (Multi-family Residential District) / *Undeveloped lands and residential developments*

**East:** C-H (Commercial High Intensity) / *commercial users*

**West:** H-A (Holding-Agricultural) and C-H (Commercial High Intensity) / *undeveloped lands, commercial and industrial users*

### **Site Characteristics:**

The site is undeveloped land surrounded by current and future development areas that include a mix of commercial, industrial, institutional and residential uses. The property slopes south towards 32nd Street and the City of Evans municipal boundaries.

The property contains one abandoned oil and gas well located approximately in the center of the site. There are three abandoned oil and gas wells located approximately three hundred (300) feet west of the property and one abandoned oil and gas well located approximately five-hundred (500) feet east of the property.

Additional existing site features include a small non-jurisdictional wetland in the southwest corner of the property, an abandoned irrigation ditch along the northern portion of the property and tilled farmland throughout.

## BACKGROUND

The site was annexed in 1987 and zoned in the current configuration at that time. The current lot and right-of-way configuration was platted in 2012 under the name Kirk-Watson Subdivision. The subject site includes three different zone districts, R-H (Residential High Density), C-L (Commercial Low Intensity) and C-H (Commercial High Intensity) that generally follow existing lot lines, with the exception of the C-H designation located at the northeastern most portion of the property area.

### D. APPROVAL CRITERIA

#### Standards for Rezoning:

In reaching recommendations and decisions as to rezoning land to the PUD district, the Planning Commission and the City Council shall apply the following standards in addition to the standards and procedures of Section 24-625(c)(3) of the 2021 Development Code, applicable to the rezoning of land. The application for the Rezoning and PUD Plan were submitted in early 2021, prior to the adoption of the current Development Code regulations.

#### **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: The subject property has remained undeveloped and in agricultural use since it was annexation in 1987 and originally subdivided in 2012.

The surrounding area and land uses have evolved significantly in the past few years. Property to the south, in the City of Evans, is currently developing and planned as a mix of medium- and high-density residential uses. Areas to the east provide a mix of local and regional commercial users ranging from neighborhood services to big box retailers. Property south and west of the site are currently undeveloped and are anticipated to develop with a similar mix of uses. Properties north and northwest of the site serve a mix of uses including a K-5 school, commercial users and light industrial users.

The proposed Hope Springs PUD would incorporate additional affordable residential uses to support area businesses and places of employment. The on-site open space and recreational areas provide amenities for residents, while the one-acre mixed-use commercial parcel on the west could serve area residents and families.

*The 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 existing R-H, C-L and C-H zoning has been in place since the property was annexed in 1987.

*The 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.*

**d. Are there detrimental environmental conditions, 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?**

Staff Comment: The PUD plan identifies one on-site abandoned oil and gas well site that will require development to be appropriately designed around the fifty (50) foot buffer. This detail will be most applicable with the platting and site plan process, as applicable. The applicant is working closely with staff from both the City of Greeley and the City of Evans to design their drainage system in compliance with local regulations and requirements.

A portion of the property is identified in an Area of High Ecological Significance. Based on the Biologist Report, there are no important wildlife habitats on the site, nor are there any wildlife movement corridors through the site. The documented on-site wetland is a non-jurisdictional wetland, as identified by the Army Corps. of Engineers. The report recommends all on-site tree removal to be completed between July 31<sup>st</sup> and February 1<sup>st</sup>, outside the potential nesting/courtship period of migratory birds. The report also notes that the mapping for the Area of Ecological Significance may be in error due to existing site conditions.

*This request complies with this criterion.*

**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 City’s Comprehensive Plan has been updated since the property was annexed and zoned in 1987. The Comprehensive Plan designates the subject area as “employment, industrial and commercial areas,” which allow residential land uses in instances where adjacent uses are compatible and would not negatively impact residents’ quality of life or safety. The Hope Springs PUD plan provides a variety of residential housing options and includes a one-acre parcel for commercial and mixed-uses to support future residents in the area. The property is adjacent to Frontier Academy’s K-5 school and serves as a transition to the residential neighborhoods to the south in the City of Evans.

In addition, the City worked with the applicant and their builder, Habitat Humanity in receiving a state housing grant under HB21-1271 to support the development of affordable housing opportunities on the property.

*The request complies with this criterion.*

**f. What is the potential impact of the proposed rezoning upon the immediate neighborhood and the City as a whole (including potential noise and environmental impacts, visual impacts, the provision of City services such as police, fire, water, sewer, street and pedestrian systems and parks and recreation facilities)?**

Staff Comment: The proposed PUD would have an impact on city services upon development of the site.

As part of the overall development, 27<sup>th</sup> Avenue and W. 30<sup>th</sup> Streets need to be extended and improved to serve the property. Additionally, 32<sup>nd</sup> Street along the southern boundary of the site will need to be improved.

The applicant will be required to extend all necessary utilities to the site to serve the proposed uses. Drainage, water, and sewer infrastructure are being addressed through the subdivision process.

Impact to the City as a whole may include noise and other impacts, such as impacts to Police and Fire due to an increased residential population and commercial activity.

The PUD proposes open space and recreational amenities to support the development. All impacts and improvements are continually being reviewed and addressed through the entitlement processes.

**g. Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with applicable zoning overlay requirements?**

Staff Comment: The subject property was reviewed against the policies regarding rezoning requirements. This criterion is similar to specific criteria governing the PUD. The proposal generally complies with the City's Comprehensive Plan Land Guidance Map and is consistent with the Goals and Objectives of the Comprehensive Plan.

*The request complies with this criterion.*

**h. What is the potential impact of the proposed rezoning upon an approved zoning suitability plan for the property?**

Staff Comment: As the property was zoned at the time of annexation in 1987, there is not an approved zoning suitability plan for the property.

*This criterion is not applicable.*

**Standards for PUD establishment (PUD2021-0012):**

Per Section 24-663, in reaching recommendations and decisions as to establishing the PUD district, the Planning Commission and the City Council shall apply the following standards in addition to the standards and procedures of Section 24-625 of the 2021 Development Code, applicable to the rezoning of land. The application for the Rezoning and PUD Plan were submitted in early 2021, prior to the adoption of the current Development Code.

**Area Requirements.** *The area of a proposed PUD shall be of substantial size to permit its design and development as a cohesive unit fulfilling the stated purpose of these regulations and to establish the PUD as a meaningful part of the larger community. Each proposed PUD shall therefore be evaluated as to its adequacy in size with respect to both the nature and character of its internal design and to its specific location within the City. The minimum size of a PUD to be considered for establishment shall be two (2) acres.*

Staff Comment: The proposal meets this requirement with an overall PUD area of 43.42 acres in size.

**Consistency with the Land Use Chapter of the Comprehensive Plan.** *A PUD proposal shall be found to be consistent with all applicable elements of the Land Use Chapter of the City's adopted Comprehensive Plan with respect to its proposed internal design and use and its relationship to adjacent areas and the City as a whole before it may be zoned as a PUD.*

- The following Comprehensive Plan goals are met with this PUD proposal:
  - EH-2: Integrate healthy living into community planning and development.
    - The proposal provides open space and recreational amenities for future residents of the development.
  - EH-4: Support and collaborate with the City's school districts.
    - The project was referred to the Weld County School District No. 6 for review. In addition, the applicant has been in contact with the district to confirm cash-in-lieu payment versus school site dedication requirements.
  - GC-1: Manage growth effectively.
    - The project serves as an infill with many of the surrounding properties either already developed or slated for development. Incorporating a mix of residential densities encourages an appropriate use of the land near commercial and employment centers where many residents can use multiple modes of transportation.
  - CG-2: Promote a balanced mix and distribution of land uses.
    - The proposed PUD offers a mix of residential product types and sizes, as well as a mixed-use commercial parcel. Commercial offerings could provide nearby amenities for future residents and families.
  - CG06: Maintain and enhance the character and inter-connectivity of Greeley's neighborhoods.
    - The Hope Springs PUD is envisioned as mix of residential uses, supporting adjacent commercial and employment centers. The site is located in walking distance to many of these businesses, as well as nearby transit stops.
  - HO-2: Encourage a broad diversity of housing options.
    - The proposal would provide a variety of housing types including multi-family, single family detached and single-family attached housing.

## F. PHYSICAL SITE CHARACTERISTICS

### HAZARDS

A plugged and abandoned oil and gas well is identified in the center of the site with a fifty-foot setback shown on the plans. This setback will need to be maintained as the applicant subdivides the property for residential use. Staff is unaware of any other hazards on the property.

### WILDLIFE

In accordance with Section 24-160(b)(16) of the 2021 Municipal Code, a biologist's report was submitted for the development.

The report summarized that there are no important wildlife habitats on the site, nor are there any wildlife movement corridors through the site. The on-site wetland is a non-jurisdictional wetland, as identified by the Army Corps. of Engineers. The report recommends all on-site tree removal to be completed between July 31<sup>st</sup> and February 1<sup>st</sup>, outside the potential nesting/courtship period of migratory birds.

## **FLOODPLAIN**

The intended development area is not located within the 100-year floodplain, according to the adopted Federal Emergency Management Administration (FEMA) flood data.

## **DRAINAGE AND EROSION**

Increases in stormwater flows from development would be addressed with an on-site detention and water quality pond, which would be designed to limit runoff to historical flows in accordance with City of Greeley and State of Colorado requirements.

Erosion control devices would be designed by the developer and reviewed by the city at time of construction to ensure that best management practices as utilized as the project progress.

## **TRANSPORTATION**

The subject property has frontage on 32<sup>nd</sup> Street. There is also a planned connection to 30<sup>th</sup> Street and the adjacent property to the west. 27<sup>th</sup> Avenue will be extended from north of the property to 32<sup>nd</sup> Street as well, providing circulation between the adjacent parcels.

All roadway improvements would be determined at time of development and will be routed to the appropriate agencies for review and comment.

Subdivision of the property will require the dedication of public rights-of-way as necessary to support the development.

The City of Greeley Traffic Division, along with Engineering Development Review and the City of Evans have reviewed the Traffic Study and have no significant concerns at this point.

## **G. SERVICES**

### **WATER**

The City of Greeley provides water services to the area. Water lines would need to be extended from 30<sup>th</sup> Street to the west, 27<sup>th</sup> Avenue to the north, and from an existing line to the east at the southeast corner of the property.

### **SANITATION**

The City of Greeley will provide sanitary services to the area. An existing sanitary sewer lift station (Lift Station No. 15) will be moved from the adjacent property to the west and relocated to the southeast corner of this property in order to serve this development, the existing developments that the lift station served in its previous location, and an existing property to the west that is currently vacant.

The Water and Sewer Department for the City of Greeley, along with Engineering Development review and the City of Evans, have reviewed the Hydraulic Report and proposed improvements and have no concerns at this time.

### **EMERGENCY SERVICES**

The property is served by the City of Greeley's Police and Fire Departments. Fire Station #2 is located at 2323 Reservoir Road, approximately 1.5 miles to the northeast.

### **PARKS AND OPEN SPACES**

The proposal includes a 0.94 recreational area and approximately 5.50 acres of open space along the southern portion of the site. The open space areas would include a disc golf course for area residents.

### **SCHOOLS**

The subject property is located within the Weld County School District No.6. The applicant will be required to pay the required cash-in-lieu payment to the school district as the development progresses.

### **METROPOLITAN DISTRICT**

No metropolitan district is being proposed for the project.

## **H. NEIGHBORHOOD IMPACTS**

### **VISUAL**

The applicant is proposing perimeter landscape design criteria for the property, found on page four of the PUD plan. Overall visual impacts resulting from the project are being reviewed as part of the subdivision process.

### **NOISE**

Any potential noise created by future development will be regulated by the Municipal Code.

## **I. PUBLIC NOTICE AND COMMENT**

- Neighborhood Meeting was held virtually May 5, 2022 - Notices were mailed to surrounding property owners on April 19, 2022, per Development Code requirements. There were no concerns raised during the meeting. Staff received one email of support from a resident (Attachment D)
- Public Notice - Signs were posted on-site on June 13, 2022. As of June 20, 2022, no additional written comments have been received.
- Mineral Rights Notifications – were sent via certified mail 30 days prior to the public meeting, per Development Code requirements. No comments have been received.

## **J. PLANNING COMMISSION RECOMMENDED MOTIONS**

1. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from Residential Low Density (R-L), Commercial Low Intensity (C-L) and Commercial High Intensity (C-H) to Planned Unit Development (PUD) is in compliance with Development Code Section 24-625(c)(3) and therefore recommends **approval**.

2. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Hope Springs PUD Plan is in compliance with Development Code Section 24-625(c)(3) and Section 24-663(b) and therefore recommends **approval**.

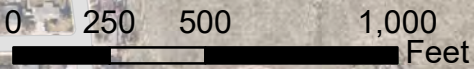
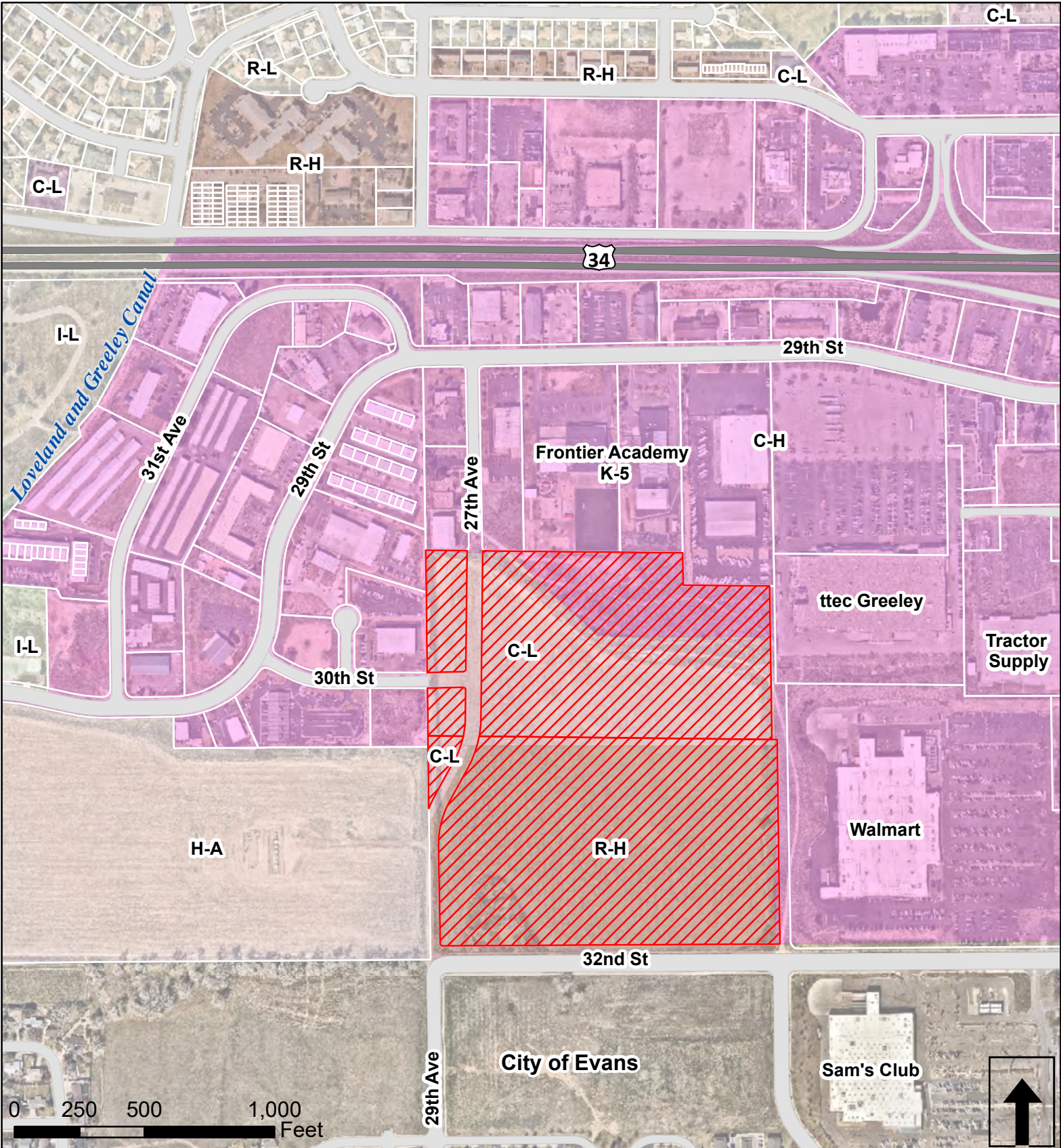
Alternative motion:

1. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from Residential Low Density (R-L), Commercial Low Intensity (C-L) and Commercial High Intensity (C-H) to Planned Unit Development (PUD) is not in compliance with Development Code Section 24-625(c)(3) and therefore recommends **denial**.
2. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Hope Springs PUD Plan is not in compliance with Development Code Section 24-625(c)(3) and Section 24-663(b) and therefore recommends **denial**.

**ATTACHMENTS**

- Attachment A – Zoning/Vicinity Map
- Attachment B – Project Narrative
- Attachment C – PUD Document
- Attachment D – Email in Support of the Project

Hope Spring Item No. 19. Community Map - Current Zoning  
 PUD2021-0012 and SUB2022-0005



- |                           |                                 |                                   |                                 |
|---------------------------|---------------------------------|-----------------------------------|---------------------------------|
| Hope Spring Site          | Conservation District (C-D)     | Industrial Low Intensity (I-L)    | Residential Estate (R-E)        |
| Greeley Parcels           | Commercial Low Intensity (C-L)  | Industrial Medium Intensity (I-M) | Residential Low Density (R-L)   |
|                           | Commercial High Intensity (C-H) | Industrial High Intensity (I-H)   | Residential Medium Density (RM) |
| Holding Agriculture (H-A) | Planned Unit Development (PUD)  |                                   | Residential High Density (RH)   |
|                           |                                 |                                   | Residential Mobile Home (RMH)   |



# Project Narrative

## Hope Springs PUD

### Introduction

The 43.42 acre site is located at the northeast corner of 32<sup>nd</sup> Street and 29<sup>th</sup> Avenue and is bounded by various commercial and institutional uses to the north; a large retail store (Walmart) to the east; vacant ground to the south across 32<sup>nd</sup> Street; and a commercial subdivision (Plaza Commercial Park) and vacant ground to the west. A Planned Unit Development (PUD) is being proposed on Tracts A-E, Kirk-Watson Subdivision. The site currently consists of vacant farm ground with three different types of zoning (C-L, C-H and R-H). The goals of this development are to promote affordable housing with a high level of community value.

### Proposed Development

Proposed with this PUD is a mix of single-family medium density development (16.28 acres), multi-family high density development (12.48 acres), and a small amount of commercial development (1.04 acres). The single-family medium density development (Planning Area 1) will consist of single-family detached and two-family homes. The density range for Planning Area 1 is 7-14 dwelling units per acre. The density range for the multi-family high density development (Planning Area 2) is 16-26 dwelling units per acre. Planning Area 1 makes up 37.49% of the overall site and Planning Area 2 makes up 28.74% of the overall site. The commercial development (Planning Area 3) makes up 2.40% of the overall site. The PUD also proposes a 0.92 acre recreational area (Planning Area 4) in the south-central portion of the site, which makes up 2.12% of the site. It's anticipated that this recreational area will include sports courts/fields. The PUD proposes 5.57 acres of open space/stormwater detention area (Planning Areas 5 and 6), which makes up 12.82% of the site. A sanitary sewer lift station (Planning Area 7) will be situated on 0.27 acre, which makes up 0.62% of the site. The remainder of the PUD consists of 6.86 acres of public right-of-way, which makes up 15.80% of the site.

### Development Standards

The development standards of this PUD shall prevail and govern the development of this planned community, except where the provisions of the PUD do not clearly address a specific subject. For subjects not addressed herein, the appropriate jurisdictional regulations and codes shall take precedence, and the most restrictive standards, and code standards as amended shall apply.

- **Lot Standards/Setbacks/Building Height (Planning Areas 1 and 2)**
  - The minimum lot size for Planning Area 1 is 2,000 square feet. This lot size is 1,000 square feet smaller than the City standard lot size for small lot detached homes. The minimum lot size is consistent with the City's standard for medium and standard multi-unit homes.

- The lot widths within Planning Area 1 will be 30'-60'. By comparison, the City standard lot width for small and medium lot detached and multi-unit homes is 35'-59'.
  - The minimum lot open space requirement for both Planning Areas 1 and 2 is 20%. This minimum open space requirement is consistent with the City's standard for small lot detached homes, medium lot multi-unit homes, and large lot apartments. Additionally, Planning Area 2 will be allowed to count usable open space within Planning Area 5 towards its minimum lot open space requirement.
  - The minimum setbacks for Planning Area 1 are as follows: Front – 10', Interior Side – 5', Corner Side – 10', Rear – 10'. These minimum setbacks are consistent with the City's standard for small lot detached homes, except the City's standard rear setback for small lot detached homes is 20'. The PUD will allow a 0' interior side setback for two-family homes being platted for individual ownership of the unit and lot.
  - The minimum setbacks for Planning Area 2 are 20' for the front, interior side, corner side, and rear. These minimum setbacks align most closely with the City's standard for large apartment complexes. The only difference is that the City's minimum front and rear setbacks for large apartment complexes is 25' instead of 20'.
  - The maximum building height within Planning Area 1 is 30'. This is consistent with the City's standard for detached and multi-unit homes.
  - The maximum building height within Planning Area 2 is 60'. This is consistent with the City's standard for large apartment complexes.
- **Residential Accessory Structures (Planning Area 1)**
    - Requirements for residential accessory structures shall be in accordance with City Development Code standards, and Code standards as amended, except that the street side setback for secondary buildings (detached accessory buildings) shall be 10'. Current City standard requires a 20' street side setback for secondary buildings.
  - **Residential Housing Diversity (Planning Areas 1 and 2)**
    - Planning Area 1 will consist of a mix of single-family detached and two-family attached housing (duplexes).
    - Planning Area 2 will consist of apartment housing.
  - **Residential Fences & Walls (Planning Areas 1 and 2)**
    - Requirements for residential fences and walls shall be in accordance with City Development Code standards, and Code standards as amended.
  - **Applicability (All Planning Areas)**
    - For site improvements on less than 50% of the lot, PUD standards shall only apply to the changes associated with the proposed work, and only to the extent that any non-conforming situations for the entire site are brought closer to compliance. This requirement is consistent with City standards.
    - For site improvements on 50% or more of the lot, all site improvements for the entire lot shall be brought into compliance with the PUD standards. This requirement is consistent with City standards.

- For rehabilitation, remodeling or additions to buildings that add more than 200 square feet to the building footprint or mass, but less than 50%, PUD standards shall only apply to changes associated with the proposed work, and only to the extent that any non-conforming situations for the entire site are brought closer to compliance. However, staff may require full compliance for the building and lot for any rehabilitation, remodel or addition that is greater than 75% of the assessed value. This requirement is consistent with City standards.
  - For new primary structures; or rehabilitation, remodeling or additions to the building that add more than 50% to the building footprint or mass, all PUD standards for the entire building and lot shall be met. This requirement is consistent with City standards.
  - For ordinary maintenance, PUD standards shall not apply, except that maintenance to any building may not occur in a manner that brings the buildings or site to a greater degree of non-conformance with these standards. This requirement is consistent with City standards.
- **Residential Frontage Design Standards (Planning Area 1)**
    - Front entry feature requirements shall be in accordance with City Development Code standards, and Code standards as amended.
    - The maximum front driveway width shall be 15' for individual driveways and 30' for shared driveways. City standards have varying maximum widths for driveways based on lot widths, but generally vary between 20'-27' max.
    - Garage limitation requirements shall be in accordance with City Development Code standards, and Code standards as amended.
    - The minimum amount of front yard landscaping shall be 50% of the area between the front lot line and the front building line. This requirement is consistent with the City's standard for suburban frontages.
- **Building Design Standards (Planning Areas 1 and 2)**
    - Building design requirements shall be in accordance with City Development Code standards, and Code standards as amended.
- **Neighborhood Features (Planning Areas 1 and 2)**
    - The number of required neighborhood features shall be in accordance with the City Development Code standards, and Code standards as amended.
    - In addition to those neighborhood features and common areas stated in the City Development Code, the following features shall be allowed within the PUD:
      - Recreation Field/Court: Fields/Courts shall be a minimum of 3,000 square feet in size and each field/court shall count as 1 feature point.
      - Disc Golf Course: Course shall be a minimum of 5 acres in size and each course shall count as 2 feature points.

- **Perimeter Landscaping Design (Planning Areas 2, 5, 6)**
  - Perimeter landscaping equivalent to City Development Code Type II shall be applied along the north and east boundaries of Planning Area 2 with the development of Planning Area 2.
  - Perimeter landscaping equivalent to City Development Code Type III shall be applied along the north side of 32<sup>nd</sup> Street with the construction of Planning Areas 5 and 6.
  
- **Parking (Planning Areas 1, 2, 3)**
  - Parking requirements shall be in accordance with City Development Code standards, and Code standards as amended, except for the following:
    - Dwellings (Detached, Manufactured): 2/Unit
    - Dwellings (Attached, Multiple, or Mixed): 2/Unit (Duplexes)  
1/Bedroom (Apartments)
    - Bicycle Parking for Multi-Unit Residential Buildings: 50% of the units or 33% of the bedrooms, whichever is greater

## Design Intent

The primary goal of the PUD is to provide affordable housing. Habitat for Humanity is a partner in this project and plans to develop single-family and duplex lots within Planning Area 1. The affordable housing development requires the smaller lot sizes proposed by the PUD. To help offset the smaller lot sizes, large open spaces are planned at the south end of the overall site. A portion, but not all, of these large open spaces are intended to serve as the stormwater detention for the development. Planning Area 5 has been designed to only hold stormwater in larger events, so this area should be usable open space the vast majority of the time. Additionally, a disc golf course is anticipated within Planning Areas 5 and 6.

The design intent of the PUD is consistent with the following goals and objectives of the City's *Imagine Greeley* Comprehensive Plan adopted 2/6/18:

- **Goal HO-1: Improve access to housing for all income-levels, ages, and physical abilities.**
- **Goal IN-2: Ensure the design, construction, and appearance of City infrastructure and facilities contributes to the character of the community.**
  - *Objective IN-2.1 Multi-Functionality*  
*Incorporate deliberate and attractive multi-functionality into drainage and detention areas, open space, natural areas, pedestrian and other corridors so that infrastructure, and public investments in it, may provide multiple benefits to the community.*
- **Goal NR-3: Demonstrate stewardship of the environment.**
  - *Objective NR-3.10 Coordinated Management*  
*Optimize open space opportunities by coordinating land use management with other City functions that may offer complementary objectives (e.g. drainage areas, water acquisitions, Poudre Trail, parks, and trail system).*

## **Site Access/Parking/Traffic/Circulation**

The site will provide four vehicular access points: 27<sup>th</sup> Avenue to the north, 30<sup>th</sup> Street to the west, and two accesses off 32<sup>nd</sup> Street to the south. Existing 27<sup>th</sup> Avenue will be extended south with this project to 32<sup>nd</sup> Street. Existing 30<sup>th</sup> Street will be extended east with this project into the site. Proposed 25<sup>th</sup> Avenue, 26<sup>th</sup> Avenue, 29<sup>th</sup> Street Road, and 31<sup>st</sup> Street will be constructed with this project to serve the proposed multi-family, single-family and duplex units. The majority of the duplex units will have parking in the rear with alley access which gives a stronger community feel providing street facing front porches. The multi-family will have access from 32<sup>nd</sup> Street and 27<sup>th</sup> Avenue. A traffic impact study has been provided with this application that addresses the traffic impacts associated with the proposed development.

## **Stormwater and Utilities**

Stormwater runoff will generally follow the historical drainage pattern from north to south towards 32<sup>nd</sup> Street. Stormwater detention and water quality capture volume will be provided for the 100-year storm. Stormwater from the detention pond will be released into the existing stormwater system in 32<sup>nd</sup> Street.

The proposed onsite detention is composed of two detention areas that will be hydraulically connected by a pipe under 26<sup>th</sup> Avenue. The primary detention area will be the east pond. This pond will be able to detain most of the small rain events. During larger events, stormwater will backup into the west pond. The west pond has been graded so that the stormwater ponding only occurs in the southern third of Planning Area 5. The majority of the time, the entire Planning Area 5 will be usable open space.

City of Greeley Lift Station #15 will be relocated with this project to the southeast corner of the site. Existing sanitary sewer flows that currently go to Lift Station #15, as well as all sanitary sewer flows from this site, will gravity flow to the new Lift Station #15. A force main from the lift station will convey sanitary sewer flows offsite to an existing 8" sewer main in a private road to the east. Ultimately, the sanitary sewer flows are conveyed to 23<sup>rd</sup> Avenue, then north in the City of Greeley sanitary sewer system. The lift station has also been sized to accept flows from the undeveloped property to the west.

Three potable water main connections are proposed with this project. A connection will be made to an existing 12" water main in 27<sup>th</sup> Avenue to the north; an existing 8" water main in 30<sup>th</sup> Street to the west; and an existing 8" water main in the southeast corner of the property.

# HOPE SPRINGS PUD

*KIRK WATSON SUBDIVISION – FIRST REPLAT  
BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO*

43.42 ACRES  
PROJECT NUMBER: PUD2021-0012

**GENERAL PROVISIONS**

**A. CONFORMANCE**

DEVELOPMENT OF THIS PLANNED COMMUNITY SHALL CONFORM TO ALL RESTRICTIONS, REGULATIONS AND PROCEDURES ADOPTED BY ORDINANCE BY THE CITY OF GREELEY, AT THE TIME OF PLATTING AND BUILDING PERMIT APPLICATION, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS PLANNED UNIT DEVELOPMENT PLAN (PUD). THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THIS PLANNED COMMUNITY, EXCEPT WHERE THE PROVISIONS OF THE PUD DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT. FOR SUBJECTS NOT ADDRESSED HEREIN, THE APPROPRIATE JURISDICTIONAL REGULATIONS AND CODES SHALL TAKE PRECEDENCE, AND THE MOST RESTRICTIVE STANDARDS, AND CODE STANDARDS AS AMENDED SHALL APPLY.

**B. EFFECT OF THE CITY OF GREELEY ZONING ORDINANCE**

THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF HOPE SPRINGS PROVIDED; HOWEVER, WHERE THE PROVISIONS OF THE PUD DO NOT ADDRESS A SPECIFIC SUBJECT, THE PROVISIONS OF THE CITY OF GREELEY ZONING ORDINANCE OR ANY OTHER APPLICABLE ORDINANCES, RESOLUTIONS OR REGULATIONS OF THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED, SHALL PREVAIL.

**C. DENSITY VARIATIONS**

IN NO EVENT SHALL THE MAXIMUM NUMBER OF RESIDENTIAL DWELLING UNITS IN A PLANNING AREA BE EXCEEDED, THE TOTAL NUMBER OF DWELLING UNITS ACTUALLY DEVELOPED IN A PLANNING AREA MAY BE LESS THAN THE NUMBER ESTABLISHED ON THE PLANNED UNIT DEVELOPMENT PLAN.

**D. PLANNING AREA BOUNDARIES**

PLANNING AREA BOUNDARIES ARE SHOWN ON THE PUD, AND ARE GENERALLY DETERMINED BY THEIR RELATIONSHIP TO ROADS, OPEN SPACE, AND ADJACENT LAND USES. MODIFICATIONS IN PLANNING AREA BOUNDARIES AND STREETS ARE PERMITTED AND MAY OCCUR WITH PLANNING AND ENGINEERING REFINEMENT. FINAL PARCEL BOUNDARIES AND ROAD ALIGNMENTS SHALL BE DETERMINED AND SHOWN ON A PLAT, WITHOUT ANY AMENDMENT TO THE PUD BEING REQUIRED; PROVIDED THE CHANGES IN THE PLANNING AREA DO NOT EXCEED 20 PERCENT OF THE DEFINED PARCEL.

**E. CONSTRUCTION STANDARDS**

CONSTRUCTION SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE INTERNATIONAL BUILDING AND MECHANICAL CODE, THE NATIONAL ELECTRICAL CODE, THE COLORADO PLUMBING CODE, AND OTHER SUCH CODES AND THE SUCCESSORS THEREOF, SETTING FOR THE CONSTRUCTION STANDARDS AS PROMULGATED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS OR OTHER STANDARDS-ESTABLISHING BODIES, AS ARE ADOPTED BY THE CITY OF GREELEY. ALL FUTURE BUILD OUT SHALL MEET ALL APPLICABLE CITY OF GREELEY CODES, ORDINANCES, RESOLUTIONS, DESIGN CRITERIA, ETC. IT IS ALSO HEREBY UNDERSTOOD THAT ALL FUTURE BUILD OUT IS SUBJECT TO ADDITIONAL FUTURE CITY OF GREELEY REVIEWS AND COMMENTS PRIOR TO FINAL APPROVAL AND/OR ACCEPTANCE.

**F. HOMEOWNER ASSOCIATIONS**

HOMEOWNER ASSOCIATIONS (HOAS) COMPOSED OF PROPERTY OWNERS IN RESIDENTIAL AREAS MAY BE CREATED FOR THE FOLLOWING PURPOSES: (A) TO PROVIDE FOR THE CONTINUED DEVELOPMENT, IMPROVEMENT AND MAINTENANCE OF PROPERTIES AND FACILITIES WHICH IT OWNS OR ADMINISTERS, AND (B) TO PROTECT THE INVESTMENT, ENHANCE THE VALUE, AND CONTROL THE USE OF PROPERTY OWNED BY ITS MEMBERS IN PERPETUITY. HOMEOWNER'S ASSOCIATIONS SHALL BE CREATED IN RESIDENTIAL AND/OR COMMERCIAL/INDUSTRIAL AREAS WHERE COMMON LANDS OR FACILITIES ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

**G. ADMINISTRATIVE CHANGES**

THE GRAPHIC DRAWINGS CONTAINED WITHIN THE PLANNED UNIT DEVELOPMENT PLAN ARE INTENDED TO DEPICT GENERAL LOCATIONS AND ILLUSTRATE CONCEPTS EXPRESSED IN THE NARRATIVE PROVISIONS OF THE PUD. THEY ARE NOT INTENDED TO BE FINAL NOR TO REPRESENT THE ULTIMATE BUILD OUT OF HOPE SPRINGS, BUT RATHER THEY ARE INCLUDED TO DEPICT POTENTIAL DESIGN SOLUTIONS THAT MAY EVOLVE WITHIN THE COMMUNITY.

IT IS THE GOAL OF THIS PUD TO SERVE AS A GUIDING DOCUMENT FOR THE APPROPRIATE BUILD OUT OF THE HOPE SPRINGS COMMUNITY. GIVEN THE SCALE OF THIS PROJECT, AND THE ASSOCIATED TIMELINE IT WILL TAKE TO DEVELOP, IT IS ESSENTIAL THAT THIS PUD BE APPROVED WITH AN UNDERSTANDING OF INHERENT FLEXIBILITY. IN GRANTING FINAL SITE PLAN AND/OR PLAT APPROVAL THE CITY SHALL ALLOW VARIATIONS FOR THE PURPOSE OF ESTABLISHING:

1. FINAL ROAD ALIGNMENTS
2. FINAL CONFIGURATION OF LOT AND TRACT SIZES AND SHAPES;
3. FINAL BUILDING ENVELOPES;
4. FINAL ACCESS AND PARKING LOCATIONS;
5. FINAL PARCEL DEFINITIONS;
6. FINAL SIGNAGE / MONUMENT DESIGN; AND
7. LANDSCAPING ADJUSTMENTS

**H. ROADWAY DESIGN**

THE ROADWAYS SHALL COMPLY WITH THE CITY'S CURRENT ROADWAY STANDARDS.

**I. AMENDMENTS TO APPROVED PLANS**

MAJOR AMENDMENTS TO THIS PUD SHALL BE CONSIDERED BY THE CITY WITH THE SUBJECT SITE PROPERTY OWNER ACTING AS THE SOLE APPLICANT. OTHER PROPERTY OWNERS WITHIN THE HOPE SPRINGS COMMUNITY SHALL NOT BE REQUIRED AS APPLICANTS, NOR SHALL THEY BE REQUIRED TO PROVIDE PRIOR APPROVAL FOR THE PUD AMENDMENT APPLICATION TO PROCEED. THE APPLICANT SHALL NOTIFY ALL PROPERTY OWNERS WITHIN THE HOPE SPRINGS PUD BOUNDARIES AND THE ADJACENT OWNERS OF THE PROPOSED PUD AMENDMENT(S) UNDER CONSIDERATION. NOTIFICATIONS TO ADJACENT PROPERTY OWNERS SHALL OCCUR 500' FROM THE SUBJECT PROPERTY.

**LEGAL DESCRIPTION**

(PROVIDED BY UNIFIED TITLE COMPANY TITLE COMMITMENT FILE NO. 20627UTG, DATED SEPTEMBER 4, 2020)

TRACTS A, B, C, D AND E, KIRK – WATSON SUBDIVISION, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

AND

(PROVIDED BY THE PLAT OF KIRK–WATSON SUBDIVISION, AS RECORDED ON MARCH 23, 2012 AT RECEPTION NO. 3833960, WELD COUNTY RECORDS)

THAT PARCEL DEDICATED AS 20.00 FEET PUBLIC RIGHT–OF–WAY, BEING THE 20.00 FEET ADJOINING THE EAST BOUNDARY OF TRACT A, PER THE PLAT OF KIRK–WATSON SUBDIVISION, AS RECORDED MARCH 23, 2012 AT RECEPTION NO. 3833960, WELD COUNTY RECORDS CONTAINING 0.270 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 43.42 ACRES, MORE OR LESS AND ARE SUBJECT TO RIGHTS–OF–WAY AND EASEMENTS OF RECORD.



**VICINITY MAP**  
N.T.S.

**OWNER**

RICHMARK REAL ESTATE PARTNERS LLC  
5200 W 20TH STREET  
GREELEY CO 80634

**LANDSCAPE ARCHITECT**

ROB MOLLOY  
980 NORWAY MAPLE DRIVE  
LOVELAND, CO  
970-988-5301

**CIVIL ENGINEER**

WERNSMAN ENGINEERING AND LAND DEVELOPMENT LLC  
ERIC WERNSMAN  
16495 ESSEX RD S  
PLATTEVILLE CO 80651  
CELL 970-539-2656

Sheet List Table	
Sheet Number	Sheet Title
1	Cover Sheet
2	Existing Conditions Map
3	Overall Master Development Plan
4	Development Standards
5	Detail Plans and Public, and Community Facilities

**PROJECT NARRATIVE**

**INTRODUCTION**

THE 46.04 ACRE SITE IS LOCATED AT THE NORTHEAST CORNER OF 32<sup>ND</sup> STREET AND 29<sup>TH</sup> AVENUE AND IS BOUNDED BY VARIOUS COMMERCIAL AND INSTITUTIONAL USES TO THE NORTH, A LARGE RETAIL STORE (WALMART) TO THE EAST; VACANT GROUND TO THE SOUTH ACROSS 32<sup>ND</sup> STREET, AND A COMMERCIAL SUBDIVISION (PLAZA COMMERCIAL PARK) AND VACANT GROUND TO THE WEST. THE HOPE SPRINGS PUD IS BEING PROPOSED ON TRACTS A–E, KIRK–WATSON SUBDIVISION. THE SITE CURRENTLY CONSISTS OF VACANT FARM GROUND WITH THREE DIFFERENT TYPES OF ZONING (C–L, C–H AND R–H).

**PROPOSED DEVELOPMENT**

THE HOPE SPRINGS PUD IS DESIGNED TO PROMOTE A MIX OF LAND USES INCLUDING SINGLE–FAMILY, DUPLEXES, MULTI–FAMILY, AND COMMERCIAL. SINGLE–FAMILY UNITS AND DUPLEXES ARE PRIMARILY LOCATED ON THE NORTH HALF OF THE SITE. THE MULTI–FAMILY, DETENTION POND, AND MOST OF THE COMMON OPEN SPACE ARE LOCATED ON THE SOUTH HALF OF THE SITE. THE DETENTION POND HAS BEEN LOCATED ON THE SOUTHERN PORTION OF THE SITE FOR PRACTICAL PURPOSES, BUT ALSO TO PRODUCE A LARGE BUFFER BETWEEN THE MAIN THROUGHFARE (32<sup>ND</sup> STREET) AND THE MAJORITY OF THE RESIDENTIAL AREA. THE COMMERCIAL DEVELOPMENT IS LOCATED ALONG THE WEST PROPERTY BOUNDARY, JUST SOUTH OF THE PROPOSED EXTENSION OF 30<sup>TH</sup> STREET, WHICH TIES IN WELL WITH THE EXISTING COMMERCIAL BUSINESSES TO THE WEST OF THE SITE. THE INCLUDED MASTER DEVELOPMENT PLAN AND DEVELOPMENT STANDARDS ARE MEANT TO BE THE GUIDING PLANNING DOCUMENTS FOR THE DEVELOPMENT OF THE PROPERTY.

**INTENT**

THE GOAL OF THE PUD IS TO PROMOTE AFFORDABLE HOUSING WITH A HIGH LEVEL OF COMMUNITY VALUE. THE FLEXIBILITY OF THE PUD ALLOWS FOR SMALLER LOT SIZES, WHICH WILL MAKE THE SINGLE–FAMILY HOMES AND DUPLEXES MORE AFFORDABLE. AMENITIES MAY INCLUDE RECREATION FIELDS/COURTS, A DISC GOLF COURSE, CLUBHOUSE, POOL, COURTYARD, AND A COMMUNITY OPEN SPACE AREA IN THE SOUTHWEST PORTION OF THE SITE THAT WILL PROVIDE ADDITIONAL RECREATIONAL OPPORTUNITIES FOR RESIDENTS.

**STANDARD NOTES**

1. APPROVAL OF SITE CONSTRUCTION PLANS BY THE CITY OF GREELEY SHALL BE REQUIRED (AS APPLICABLE) PRIOR TO ISSUANCE OF BUILDING PERMITS.
2. SIGNAGE SHOWN ON THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY. A SEPARATE SIGN PERMIT SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.
3. ALL EXISTING AND PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. NO BUILDING PERMIT SHALL BE ISSUED FOR THE CONSTRUCTION OF A NEW BUILDING OR STRUCTURE UNLESS THE PROPERTY HAS BEEN PLATTED IN ACCORDANCE WITH THE CITY'S SUBDIVISION REGULATIONS (CHAPTER 3).
5. ALL ELEVATIONS SHOWN ON THESE PLANS ARE TIED TO NAVD 88 DATUM.

**PLANNED UNIT DEVELOPMENT  
CERTIFICATION BLOCK**

THIS PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH THE CITY OF GREELEY DEVELOPMENT CODE REGULATIONS. THIS PRELIMINARY PLANNED UNIT DEVELOPMENT APPROVAL SHALL BE VALID FOR 3 YEARS FROM THE DATE OF THE APPROVAL BY CITY COUNCIL.

RICHMARK REAL ESTATE PARTNERS, LLC  
A COLORADO LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Secretary/Treasurer \_\_\_\_\_

**COMMUNITY DEVELOPMENT DIRECTOR**

Director of Community Development \_\_\_\_\_ Date \_\_\_\_\_

**PLANNING COMMISSION RECOMMENDATION**

Recommended / not recommended by the City of Greeley Planning Commission, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY COUNCIL APPROVAL**

Approved by the Greeley City Council on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Rev. No.	Date	Revision Description
A	2/21/2022	Submital to City
B	4/12/2022	Submital to City

DRAWN FOR:  
RICHMARK REAL ESTATE PARTNERS LLC  
2939 65TH AVENUE  
GREELEY, CO 80634  
(970) 346-7900

HOPE SPRINGS PUD  
GREELEY, CO 80634

WERNSMAN ENGINEERING AND LAND DEVELOPMENT LLC  
16495 ESSEX RD S  
PLATTEVILLE CO 80651  
(970) 599-2656  
ericw@wengineer.com

DRAWN  
MEH  
CHECKED  
EJW  
DATE  
4/12/2022  
SCALE  
AS SHOWN  
PROJECT #  
PUD2021-0012  
SHEET  
1  
1 of 5 SHEETS

COVER SHEET

# HOPE SPRINGS PUD

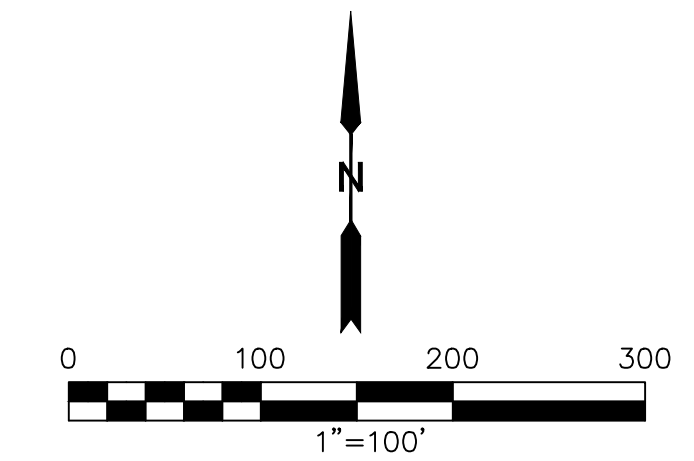
KIRK WATSON SUBDIVISION - FIRST REPLAT  
BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

43.42 ACRES

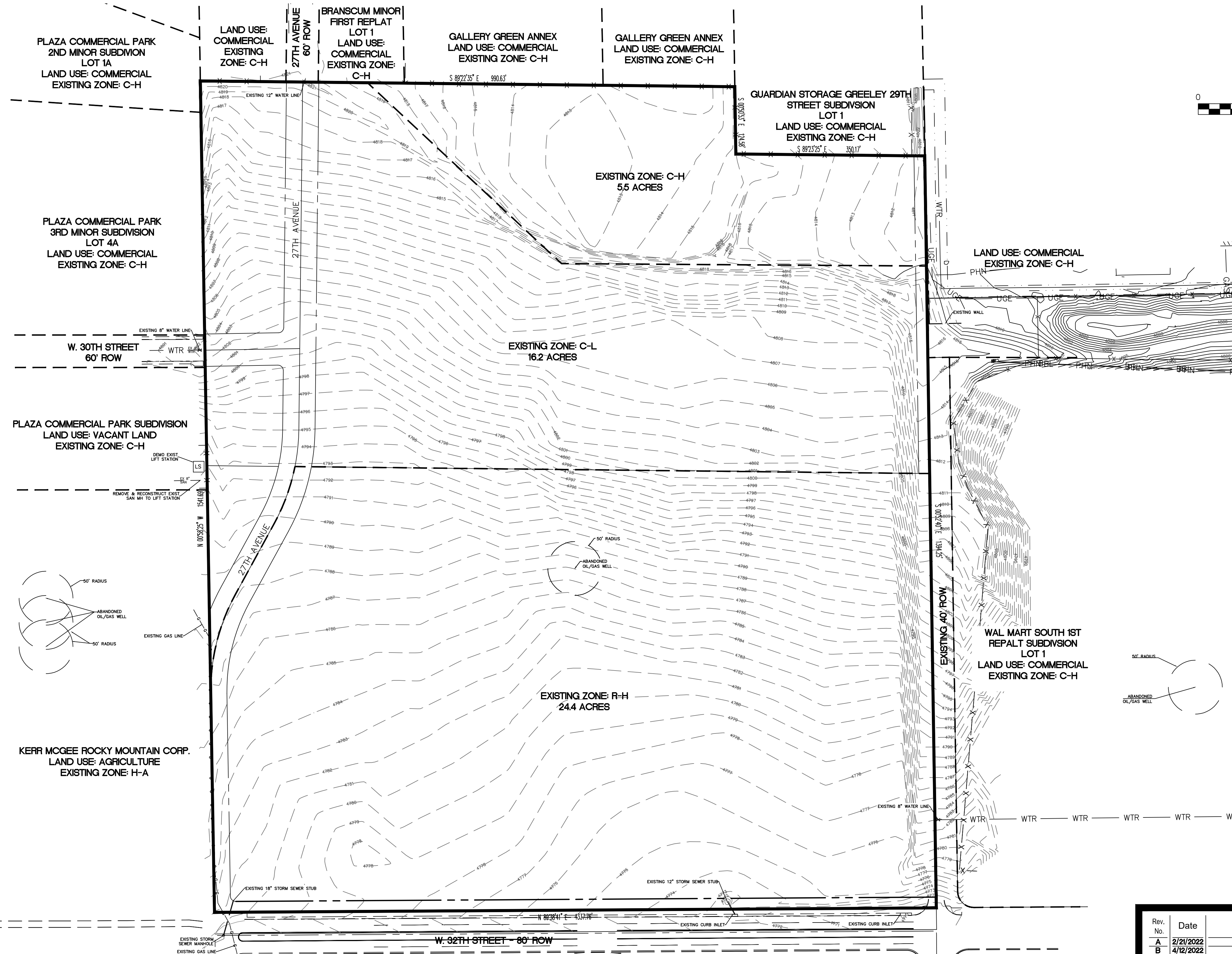
PROJECT NUMBER: PUD2021-0012



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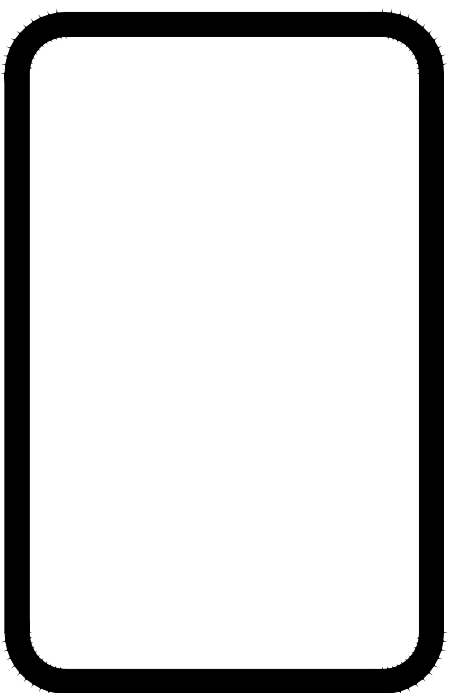
LEGEND		
PROPERTY BOUNDARY	— P.A.	PLANNING AREA
PLANNING AREA BOUNDARY	- - - C-L	COMMERCIAL - LOW DENSITY
ZONING BOUNDARY	- - - C-H	COMMERCIAL - HIGH DENSITY
ROW CENTERLINE	- - - R-L	RESIDENTIAL - LOW DENSITY
EXISTING CONTOUR	- - -	



## EXISTING CONDITIONS MAP

Rev. No.	Date	Revision Description
A	2/21/2022	Submital to City
B	4/12/2022	Submital to City

DRAWN FOR:  
 RICHMARK REAL ESTATE  
 PARTNERS LLC  
 2939 65TH AVENUE  
 GREELEY, CO 80634  
 (970) 346-7900



HOPE SPRINGS PUD  
 GREELEY, CO 80634

WERNISMAN ENGINEERING  
 AND LAND DEVELOPMENT LLC  
 16468 ESSEX RD S  
 PLATTEVILLE CO 80651  
 (970) 539-2656  
 ericw@wernisman.com

DRAWN	MEH
CHECKED	EJW
DATE	4/12/2022
SCALE	AS SHOWN
PROJECT #	PUD2021-0012
SHEET	2

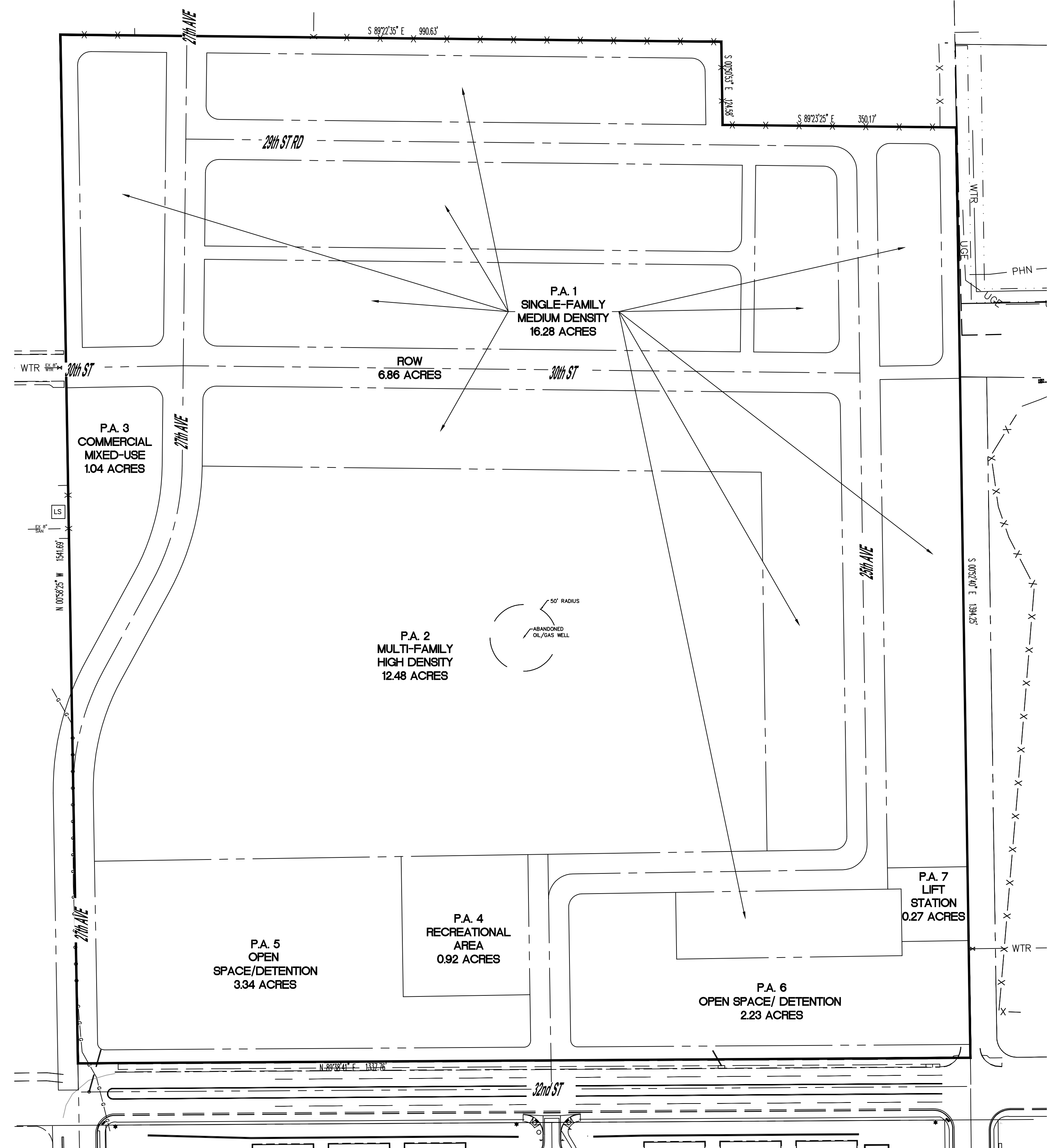
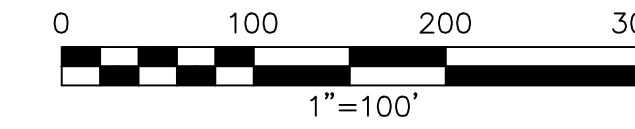
# HOPE SPRINGS PUD

KIRK WATSON SUBDIVISION - FIRST REPLAT  
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 SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
 CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO  
 43.42 ACRES  
 PROJECT NUMBER: PUD2021-0012

LEGEND	
PROPERTY BOUNDARY	P.A. PLANNING AREA
PLANNING AREA BOUNDARY	
ZONING BOUNDARY	
ROW CENTERLINE	
EXISTING CONTOUR	



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Site Summary					
Area	Use	Area (Acres)	Density Range (DU per Acres)	Dwelling Units (Maximum)	% of Site
P.A. 1	Single-Family Medium Density	16.28	7-14	232	37.49%
	Subtotal Single-Family	16.28		232	37.49%
P.A. 2	Multi-Family High Density	12.48	16-26	325	28.74%
	Subtotal Multi-Family	12.48		325	28.74%
P.A. 3	Commercial	1.04			2.40%
	Subtotal Commercial	1.04			2.40%
P.A. 4	Recreational Area	0.92			2.12%
P.A. 5	Open Space/Detention	3.34			7.69%
P.A. 6	Open Space/Detention	2.23			5.13%
	Subtotal Open Space/ Detention	6.49			14.95%
P.A. 7	Lift Station	0.27			0.62%
	Subtotal Lift Station	0.27			0.62%
Right-Of-Way	R.O.W.	6.86			15.80%
	Subtotal R.O.W.	6.86			15.80%
TOTAL	Entire Property	43.42		557	100.00%

**LEGAL DESCRIPTION**

(PROVIDED BY UNIFIED TITLE COMPANY TITLE COMMITMENT FILE NO. 20627UTG, DATED SEPTEMBER 4, 2020)

TRACTS A, B, C, D AND E, KIRK - WATSON SUBDIVISION, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

AND

(PROVIDED BY THE PLAT OF KIRK-WATSON SUBDIVISION, AS RECORDED ON MARCH 23, 2012 AT RECEPTION NO. 3833960, WELD COUNTY RECORDS)

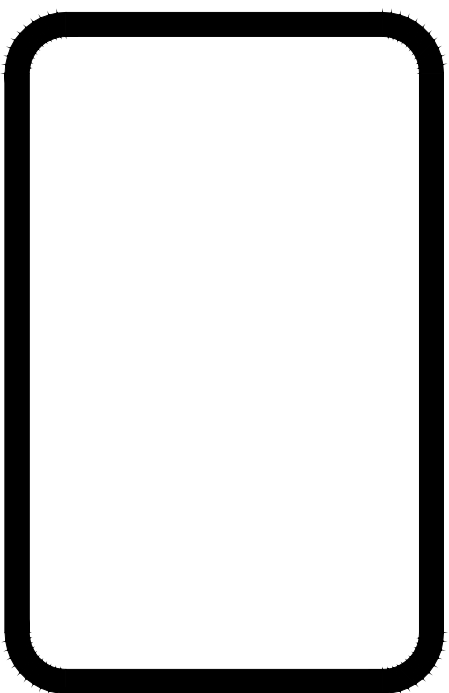
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THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 43.42 ACRES, MORE OR LESS AND ARE SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

## OVERALL MASTER DEVELOPMENT PLAN

Rev. No.	Date	Revision Description
A	2/21/2022	Submittal to City
B	4/12/2022	Submittal to City

DRAWN FOR:  
 RICHMARK REAL ESTATE PARTNERS LLC  
 2939 65TH AVENUE  
 GREELEY, CO 80634  
 (970) 346-7900



HOPE SPRINGS PUD  
 GREELEY, CO 80634

WERNISMAN ENGINEERING AND LAND DEVELOPMENT LLC  
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 ericw@wernisman.com

DRAWN	MEH
CHECKED	EJW
DATE	4/12/2022
SCALE	AS SHOWN
PROJECT #	PUD2021-0012
SHEET	3
3	OF 5 SHEETS



# HOPE SPRINGS PUD

KIRK WATSON SUBDIVISION – FIRST REPLAT  
 BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
 SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
 CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO  
 43.42 ACRES  
 PROJECT NUMBER: PUD2021-0012



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**RESIDENTIAL BUILDING TYPE & LOT STANDARDS**

PLANNING AREA	BUILDING/LOT TYPES	DEVELOPMENT STANDARDS									
		LOT STANDARDS			MINIMUM SETBACKS [3]				MAXIMUM BUILDING HEIGHT [4]	REAR LOAD (ALLEY) ALLOWED	SHARED DRIVEWAY ALLOWED
AREA	WIDTH	LOT OPEN SPACE	FRONT	INTERIOR SIDE	CORNER SIDE	REAR					
PA 1	SINGLE-FAMILY DETACHED & TWO-FAMILY HOMES	2K+ s.f.	30' - 60'	20%	10'	5' [1]	10'	10'	30'	YES	YES [2]
PA 2	MULTI-FAMILY	N/A	N/A	20% [5]	20'	20'	20'	20'	60'	N/A	N/A

- [1] TWO-FAMILY HOMES MAY BE PLATTED FOR INDIVIDUAL OWNERSHIP OF THE UNIT AND LOT, WITH A 0' INTERIOR SIDE SETBACK.
- [2] PARKING SPACES ON SINGLE-FAMILY DETACHED HOME SITES SHALL BE ALLOWED TO BE LOCATED IN FRONT OF THE DWELLING. IN SUCH CASES, THE FRONT SETBACK SHALL BE SUCH THAT REQUIRED PARKING DOES NOT ENCRoACH ON PUBLIC SIDEWALKS.
- [3] SETBACK ENCROACHMENTS SHALL BE PERMITTED AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.
- [4] HEIGHT EXCEPTIONS SHALL BE PERMITTED AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.
- [5] USABLE OPEN SPACE WITHIN PA 5 SHALL BE ALLOWED TO COUNT TOWARDS THE LOT OPEN SPACE REQUIREMENT FOR PA 2.

**RESIDENTIAL ACCESSORY STRUCTURES**

TYPE	QUANTITY	SIZE	HEIGHT	SETBACKS
MINOR STRUCTURE (SMALL SHED AND SIMILAR STRUCTURES)	AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.			
SECONDARY BUILDING (DETACHED ACCESSORY BUILDING)	AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED, <i>EXCEPT THAT THE SETBACK FROM STREET SIDE SHALL BE 10'</i> .			
OUT-BUILDING (LARGE STORAGE BUILDING, BARN, ETC.)	AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.			

**Residential Frontage Design Standards**

FRONT BUILDING LINE	10' +
FRONT ENTRY FEATURE	PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.
MAXIMUM FRONT DRIVEWAY WIDTH	15' FOR INDIVIDUAL DRIVEWAYS 30' FOR SHARED DRIVEWAYS
GARAGE LIMITATIONS	PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.
LANDSCAPE [1]	50% MINIMUM LANDSCAPE; AND 50% MAXIMUM HARDSCAPE

[1] LANDSCAPE REFERS TO ALLOCATION OF SPACE BETWEEN FRONT LOT LINE AND FRONT BUILDING LINE.

**Building Design Standards**

WALL PLANE LIMITS	PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.
BLANK WALL LIMITS	
ROOF PANE LIMITS	
TRANSPARENCY MATERIALS	

**HOUSING DIVERSITY**

Planning Area 1	Shall consist of a mix of single-family detached and two-family attached housing (duplexes).
Planning Area 2	Shall consist of apartment housing.

**Residential Fences & Walls**

AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.

**NOTE**

THE DEVELOPMENT STANDARDS OF THIS PUD SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THIS PLANNED COMMUNITY, EXCEPT WHERE THE PROVISIONS OF THE PUD DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT. FOR SUBJECTS NOT ADDRESSED HEREIN, THE APPROPRIATE JURISDICTIONAL REGULATIONS AND CODES SHALL TAKE PRECEDENCE, AND THE MOST RESTRICTIVE STANDARDS, AND CODE STANDARDS AS AMENDED SHALL APPLY.

**Required Parking**

USE CATEGORY/SPECIFIC USE	MINIMUM PARKING RATE
<b>RESIDENTIAL</b>	
SECONDARY DWELLING	1/BEDROOM
DWELLINGS (DETACHED, MANUFACTURED)	2/UNIT BLOCKS WITHOUT ON-STREET PARKING MAY REQUIRE GUEST PARKING WITHIN 250' OF UNITS
DWELLINGS (ATTACHED, MULTIPLE, OR MIXED)	2/UNIT (DUPLICES) 1/BEDROOM (APARTMENTS) GUEST PARKING SHALL BE PROVIDED BY ADJACENT, ON-STREET PARKING
SENIOR LIVING (INDEPENDENT)	SAME AS DWELLINGS (ATTACHED, MULTIPLE, OR MIXED)
SENIOR LIVING (ASSISTED OR NURSING)	1/4BEDS + 2 PER 3 EMPLOYEES
GROUP HOME (UP TO 8 UNITS)	SAME AS DWELLINGS (DETACHED, MANUFACTURED) + 2 PER 3 EMPLOYEES
GROUP HOME (MORE THAN 8 UNITS)	1/2 BEDS + 2 PER 3 EMPLOYEES
<b>PUBLIC/CIVIC</b>	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	
<b>COMMERCIAL</b>	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	
<b>INDUSTRIAL</b>	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	
<b>AGRICULTURE</b>	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	

\*MAXIMUM PARKING AND PARKING REDUCTION STANDARDS SHALL BE PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.

**Bicycle Parking**

ACTIVITY	REQUIRED SPACES
PRIMARY OR SECONDARY SCHOOL	10% OF THE STUDENT CAPACITY + 3% OF EMPLOYEES
RETAIL OR OFFICE USES	10% OF THE REQUIRED VEHICLE SPACES
RECREATION AND COMMUNITY FACILITIES	15% OF THE REQUIRED VEHICLE SPACES
OTHER INSTITUTIONAL, EMPLOYMENT, INDUSTRIAL OR ENTERTAINMENT USES	5% OF THE REQUIRED VEHICLE SPACES
MULTI-UNIT RESIDENTIAL BUILDINGS	50% OF THE UNITS OR 33% OF THE BEDROOMS, WHICHEVER IS GREATER

**Applicability**

THE DESIGN STANDARDS OF THIS PUD SHALL APPLY TO THE FOLLOWING CIRCUMSTANCES:	
ACTIVITY	APPLICABILITY OF STANDARDS
SITE OR LANDSCAPE WORK ON LESS THAN 50% OF THE LOT.	PUD STANDARDS ONLY APPLY TO CHANGES ASSOCIATED WITH THE PROPOSED WORK, AND ONLY TO THE EXTENT THAT ANY NON-CONFORMING SITUATIONS FOR THE ENTIRE SITE ARE BROUGHT CLOSER TO COMPLIANCE.
SITE OR LANDSCAPE WORK ON 50% OR MORE OF THE LOT.	ALL SITE AND LANDSCAPE IMPROVEMENTS FOR THE ENTIRE LOT SHALL BE BROUGHT INTO COMPLIANCE WITH THE PUD STANDARDS.
REHABILITATION, REMODELING OR ADDITIONS TO BUILDINGS THAT ADD MORE THAN 200 SQUARE FEET TO THE BUILDING FOOTPRINT OR MASS, BUT LESS THAN 50%.	PUD STANDARDS ONLY APPLY TO CHANGES ASSOCIATED WITH THE PROPOSED WORK, AND ONLY TO THE EXTENT THAT ANY NON-CONFORMING SITUATIONS FOR THE ENTIRE SITE ARE BROUGHT CLOSER TO COMPLIANCE. HOWEVER, STAFF MAY REQUIRE FULL COMPLIANCE FOR THE BUILDING AND LOT FOR ANY REHABILITATION, REMODEL OR ADDITION THAT IS GREATER THAN 75% OF THE ASSESSED VALUE.
NEW PRIMARY STRUCTURE; OR REHABILITATION, REMODELING OR ADDITIONS TO THE BUILDING THAT ADD MORE THAN 50% TO THE BUILDING FOOTPRINT OR MASS.	ALL PUD STANDARDS FOR THE ENTIRE BUILDING AND LOT SHALL BE MET.
ORDINARY MAINTENANCE	PUD STANDARDS SHALL NOT APPLY TO ORDINARY MAINTENANCE OF EXISTING BUILDINGS, EXCEPT THAT MAINTENANCE TO ANY BUILDING MAY NOT OCCUR IN A MANNER THAT BRINGS THE BUILDINGS OR SITE TO A GREATER DEGREE OF NON-CONFORMANCE WITH THESE PUD STANDARDS.

**Required Neighborhood Features**

PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.

**Neighborhood Feature & Common Area Types**

PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED. IN ADDITION TO THOSE NEIGHBORHOOD FEATURES AND COMMON AREAS STATED IN THE CODE, THE FOLLOWING FEATURES SHALL BE ALLOWED WITHIN THE PUD.

TYPE	SIZE	FEATURE POINTS
RECREATION FIELD/COURT	3K S.F. MIN.	1 PER FIELD/COURT
DISC GOLF COURSE	5 ACRE MIN.	2 PER COURSE

**PERIMETER LANDSCAPING DESIGN**

TYPE	WIDTH	PLANT REQUIREMENTS (PER 100 LINEAR FEET)		
		TREES	EVERGREEN	SHRUBS
TYPE A	10'	2	N/A	16
TYPE B	15'	2	2	16
DESIGN DETAILS & ALTERNATIVES:	All landscape requirements may be reduced by 25% if used in combination with decorative walls, fences, or berms meeting applicable City of Greeley standards.			

HOPE SPRINGS PUD  
GREELEY, CO 80634

WERNISMAN ENGINEERING  
AND LAND DEVELOPMENT LLC  
16488 ESSEX RD S  
PLATTEVILLE CO 80651  
(970) 598-2656  
erl@wernisman-engineer.com

DRAWN  
MEH  
CHECKED  
EJW  
DATE  
4/12/2022  
SCALE  
AS SHOWN  
PROJECT #  
PUD2021-0012  
SHEET  
4  
4 OF 5 SHEETS

Rev. No.	Date	Revision Description
A	2/21/2022	Submittal to City
B	4/12/2022	Submittal to City

# DEVELOPMENT STANDARDS

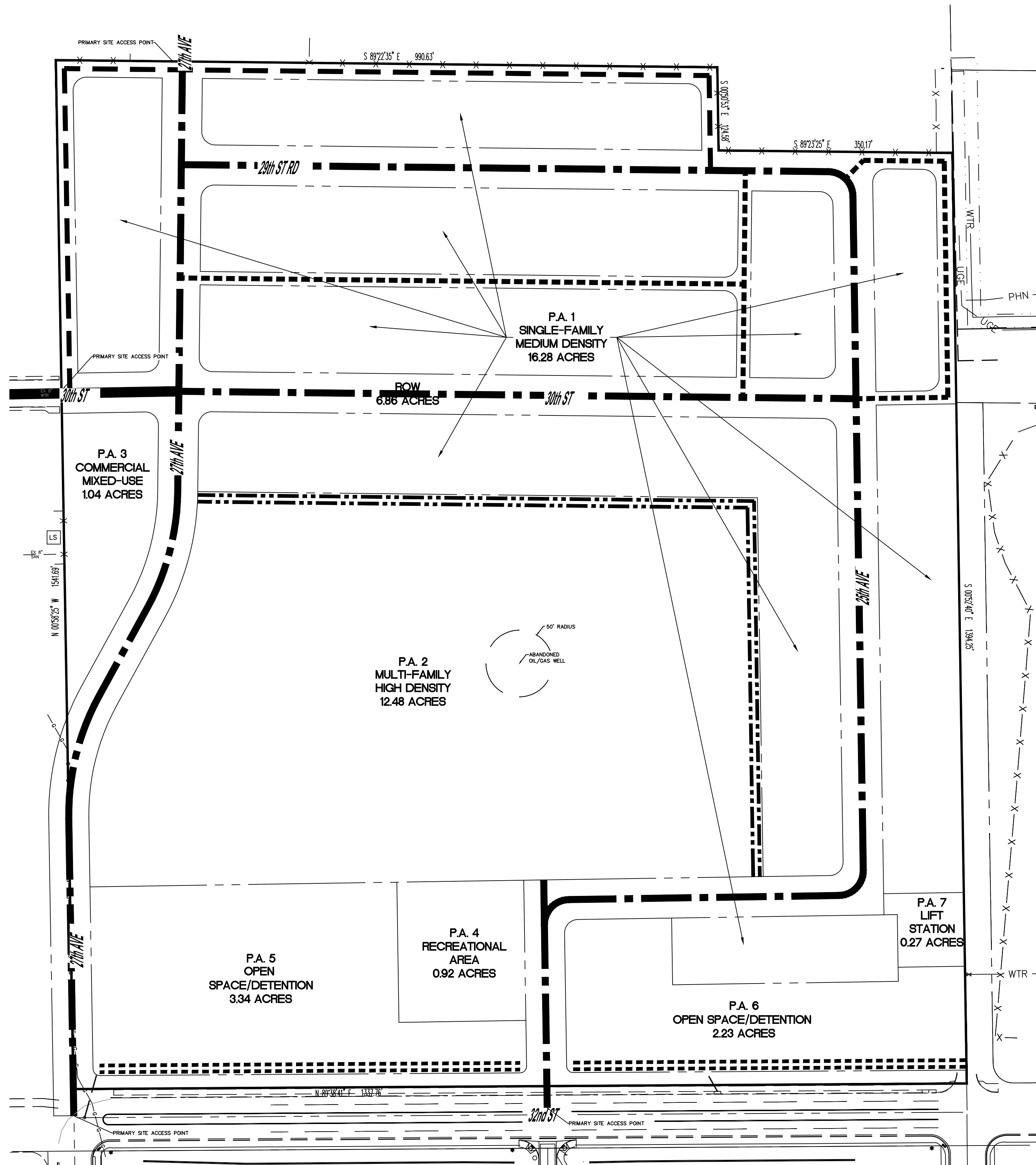
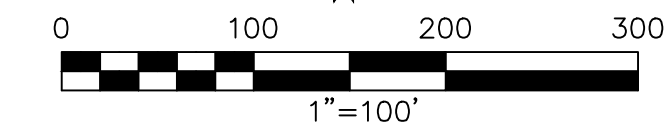
# HOPE SPRINGS PUD

KIRK WATSON SUBDIVISION - FIRST REPLAT  
 BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
 SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
 CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO  
 43.42 ACRES  
 PROJECT NUMBER: PUD2021-0012

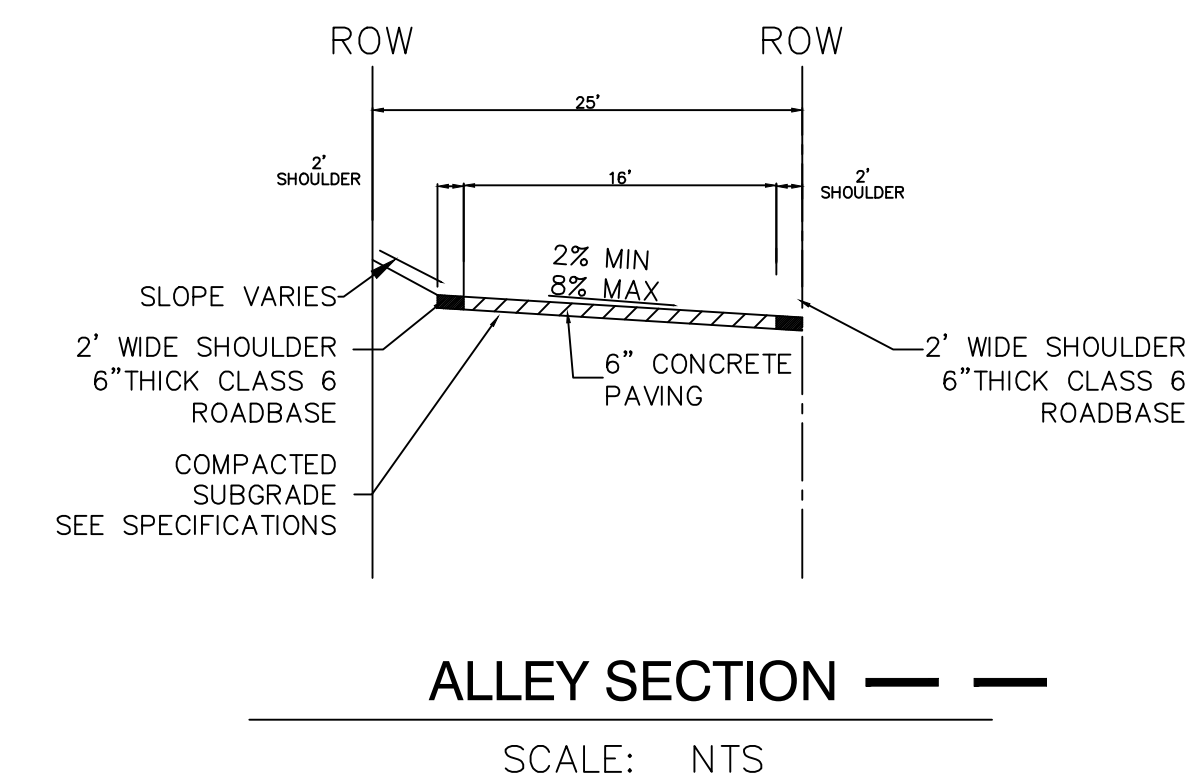
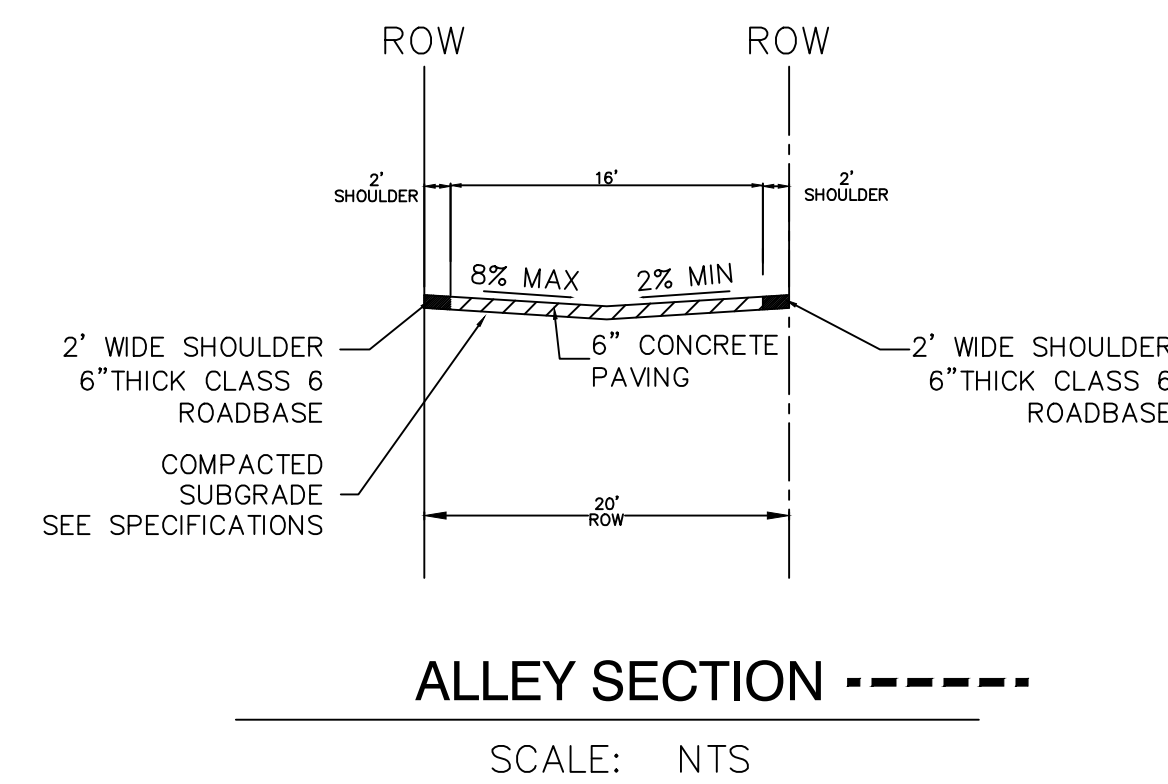
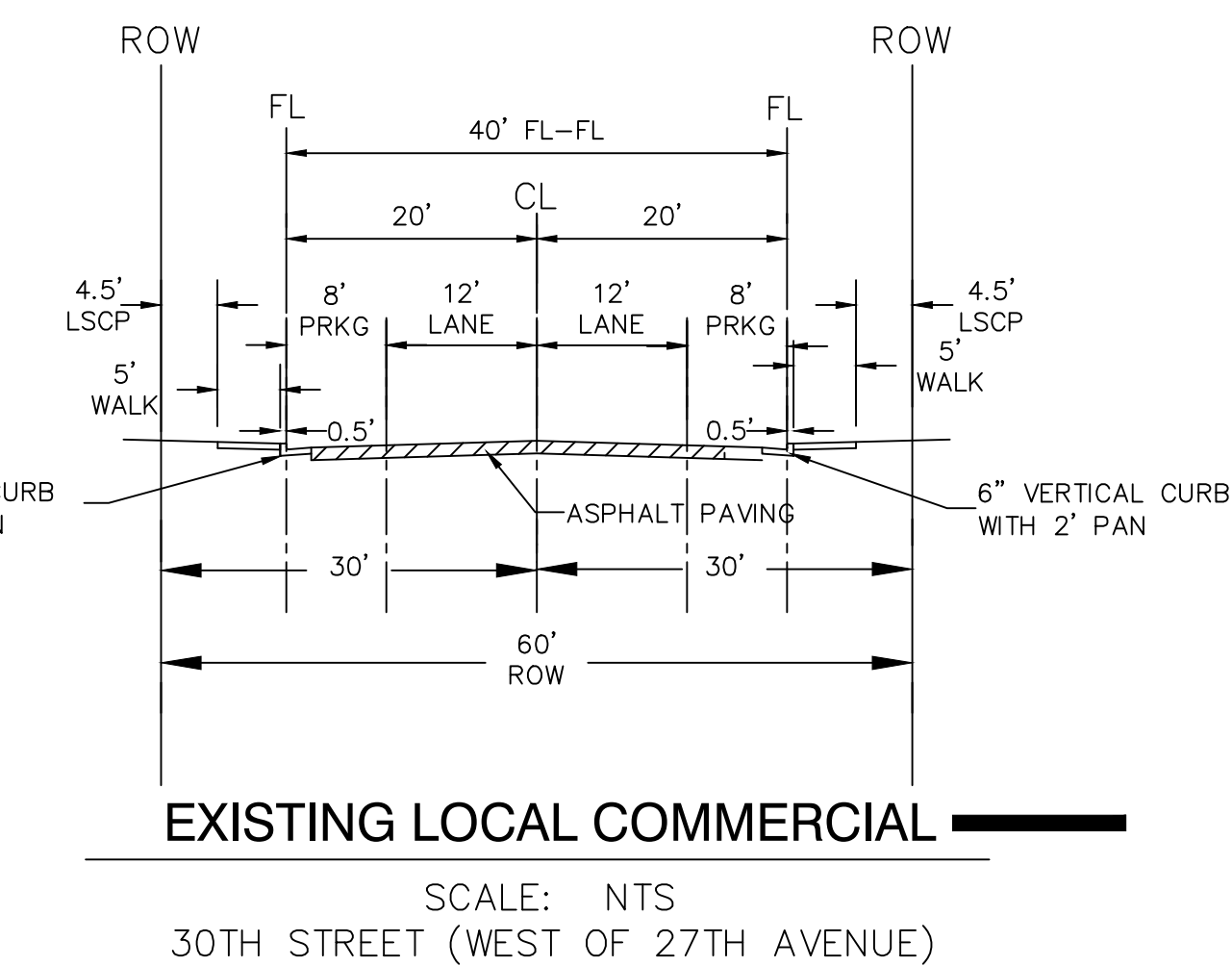
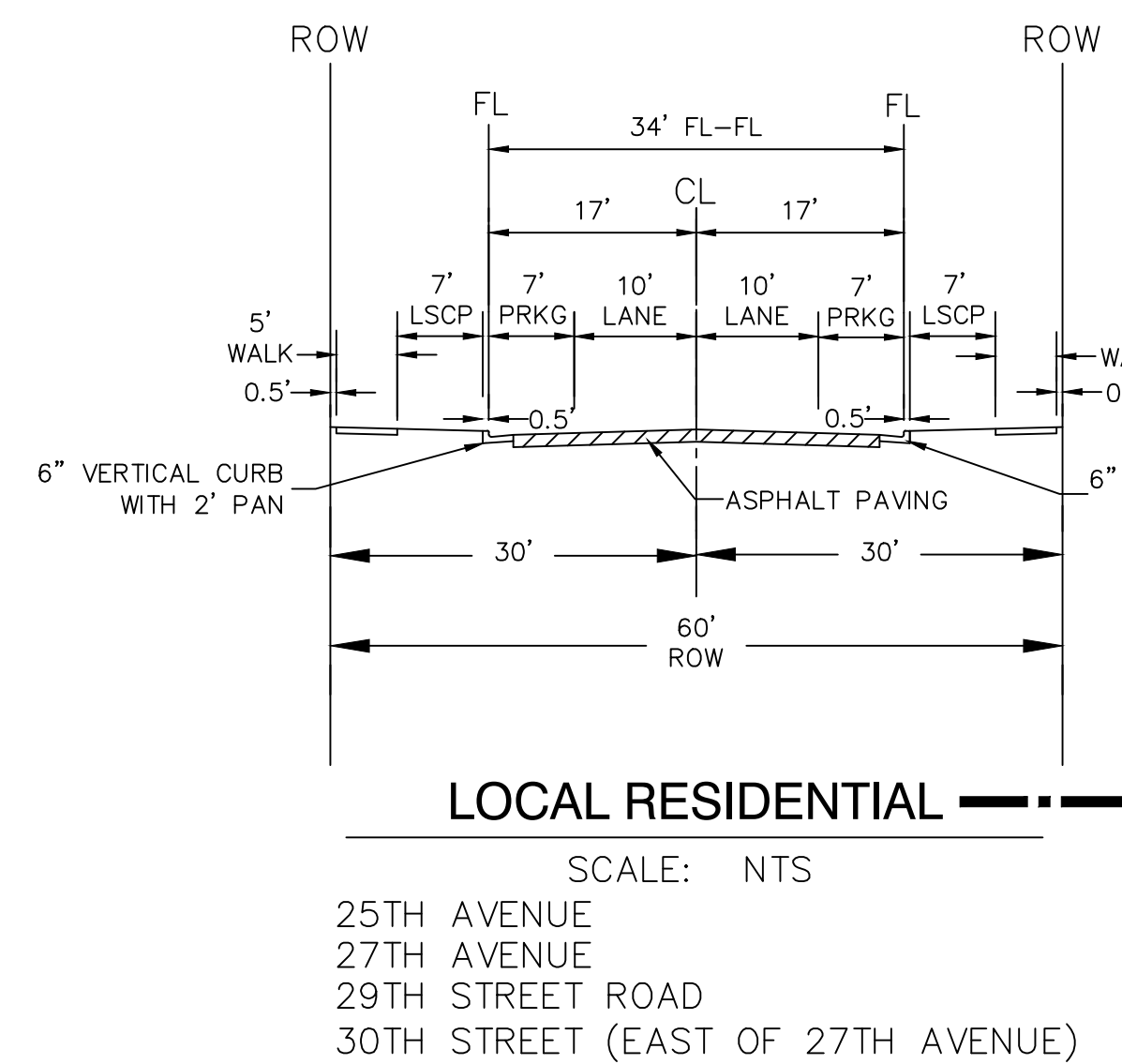
LEGEND	
PROPERTY BOUNDARY	———
PLANNING AREA BOUNDARY	- - - - -
ZONING BOUNDARY	- · - · -
ROW CENTERLINE	- - - - -
EXISTING CONTOUR	· · · · ·



Know what's below.  
 Call before you dig.



Commitments Matrix					
Improvement or Commitment	Plan Preparation and Approval	Construction Timing	Construction Responsibility	Maintenance Responsibility	Ownership
ROW Dedication and Street Construction	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	City of Greeley	City of Greeley
Recreational Area (P.A. 4)	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	HOA	HOA
Open Space/Detention (P.A. 5)	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	HOA	HOA
Open Space/Detention (P.A. 6)	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	HOA	HOA
Lift Station (P.A. 7)	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	City of Greeley	City of Greeley



TYPE A PERIMETER TREATMENT = = = = =  
 TYPE B PERIMETER TREATMENT : : : : :

Rev. No.	Date	Revision Description
A	2/21/2022	Submital to City
B	4/12/2022	Submital to City

## DETAIL PLANS AND PUBLIC, AND COMMUNITY FACILITIES

DRAWN FOR:  
 RICHMARK REAL ESTATE  
 PARTNERS LLC  
 2939 65TH AVENUE  
 GREELEY, CO 80634  
 (970) 346-7900

HOPE SPRINGS PUD  
 GREELEY, CO 80634

WERNSMAN ENGINEERING  
 AND LAND DEVELOPMENT LLC  
 16468 ESSEX RD S  
 PLATTEVILLE CO 80651  
 (970) 598-2656  
 ericw@wengr.com

DRAWN  
 MEH  
 CHECKED  
 EJW  
 DATE  
 4/12/2022  
 SCALE  
 AS SHOWN  
 PROJECT #  
 PUD2021-0012  
 SHEET  
**5**  
 5 OF 5 SHEETS

# [EXTERNAL] Support for Hope Springs

amruge@juno.com

Mon 5/2/2022 5:17 PM

To: Josh Olhava <Josh.Olhava@Greeleygov.com>;

This brief email is to voice my support of the Hope Springs development to be discussed at the meeting on Thursday, May 5th. For more than 30 years the Greeley-Weld Habitat for Humanity affiliate has been building quality, affordable homes to house qualified, hard working homeowners. The need is even greater now and this planned development will help many families afford 'forever' homes.

Thank you,  
Marian Ruge

**CAUTION:** This email is from an **external** source. Ensure you trust this sender before clicking on any links or attachments.

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Thank you,  
Marian Ruge

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# Hope Springs PUD

## Rezoning and PUD Plan

**ZON2022-0007**  
**PUD2021-0012**

**City Council**  
**August 2, 2022**  
**Michael Garrott, Planning Manager**

Item No. 19.

R-H

34

29th St

31st Ave

29th St

27th Ave

Frontier Academy  
K-5

C-H

ttcc Greeley

30th St

C-L

Tr  
St

C-L

H-A

R-H

Walmart

32nd St

City of Evans

Sam's Club

# Proposed rezone from C-L, C-H and R-H and R-H to PUD

↑  
**NORTH**



# Request & Site Background

- 1. Rezone 43.42 acres from R-H (Residential High Density), C-L (Commercial Low Intensity) and C-H (Commercial High Intensity) to PUD (Planned Unit Development –Hope Springs)**
- 2. Hope Springs PUD Plan**
  - **Proposed mixed-use development to include single family, duplex, multi-family, commercial and open space**
- 3. The Planning Commission approved the preliminary subdivision plat (known as the Kirk-Watson Subdivision, First Replat, pending City Council’s decision on the rezone request.**
- 4. The existing zoning has been in place since 1987**
  - **Property has remained undeveloped**

# **Rezoning and PUD Plan Request**

- **43.42-acre site**
- **16.28-acres of single-family medium density (attached and detached)**
  - **Smaller lot sizes anticipated for low-income housing opportunity**
- **12.48-acres of multi-family**
- **Up to a total of 557 residential dwelling units**
- **1.04-acres of commercial**
- **6.49-acres of open space / stormwater detention and recreational areas**

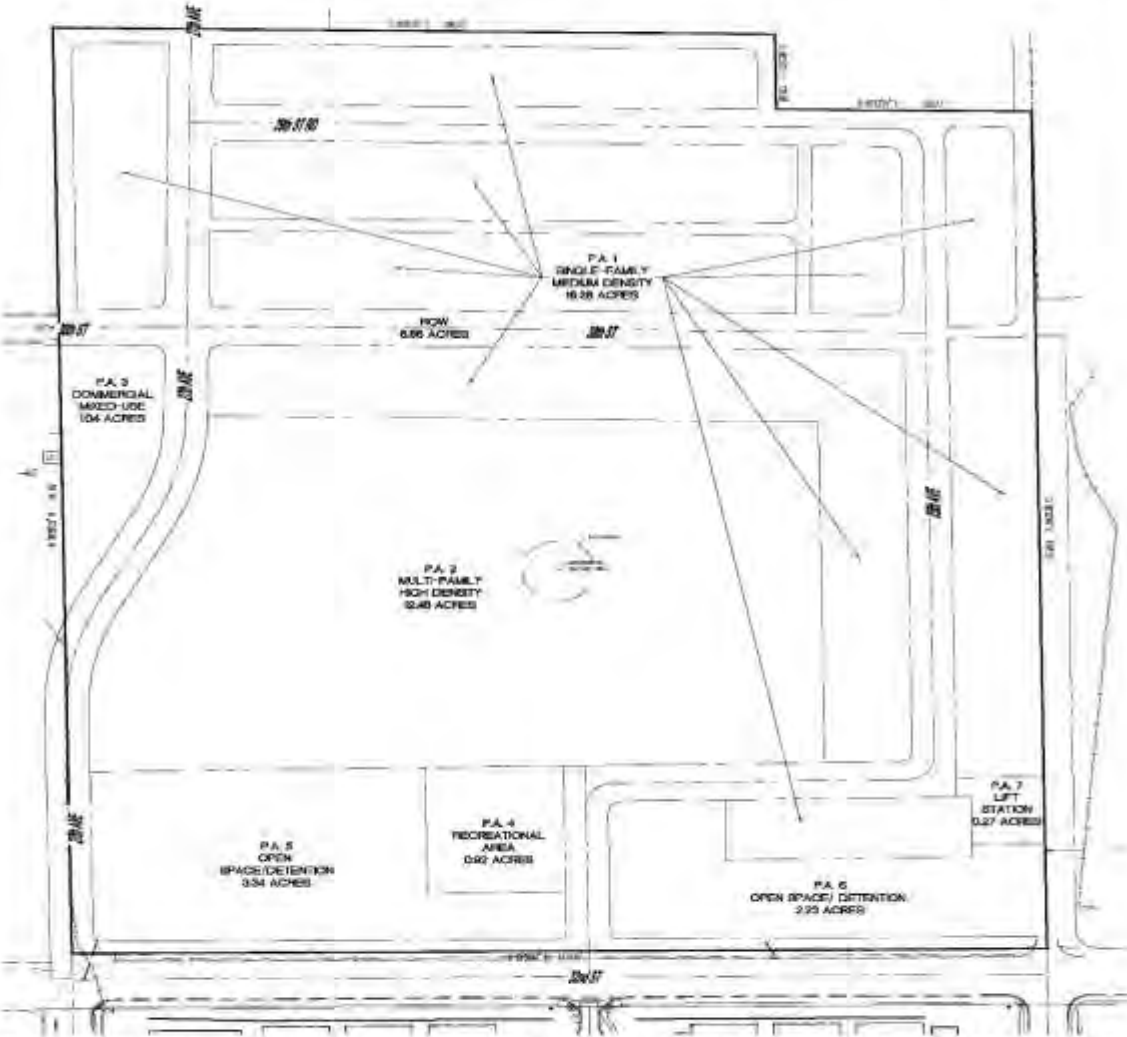
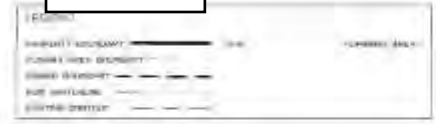


# HOPE SPRINGS PUD

KIRK WATSON SUBDIVISION - FIRST REPEAT  
 BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
 SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
 CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO  
 43.42 ACRES  
 PROJECT NUMBER: PUD2021-0012



Know what's below.  
 Call before you dig.



Area	Use	Area (Acres)	Density Range (DUs per Acre)	Dealing Units (Residents)	% of Site
PA 1	Single-Family Medium Density	18.88	2-44	500	47.4%
PA 2	Multi-Family High Density	3.24	16-20	120	2.74%
PA 3	Subtotal Multi-Family	3.24		120	2.74%
PA 4	Commercial	1.64		400	1.4%
PA 5	Recreational Area	0.92		300	0.1%
PA 6	Open Space/Retention	3.34		750	1.7%
PA 7	Subtotal Open Space/Retention	3.34		750	1.7%
PA 8	LIFT Station	0.27		100	0.0%
High-Of-Way	ROW	6.86		1500	1.3%
TOTAL	Site Property	43.42		3000	

**LEGAL DESCRIPTION**  
 (PREPARED BY LANDS, THE COUNTY OF WELD, COLORADO, AND THE CITY OF GREELEY, COLORADO, ON SEPTEMBER 4, 2021)  
 TRACTS 6, 7, 8 AND 9 OF THE KIRK WATSON SUBDIVISION, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.  
 AND  
 (PREPARED BY THE PLAT OF WATSON SUBDIVISION, AS RECORDED IN PUBLIC RECORDS 41, RECORDER FOR WELLS COUNTY, COLORADO)  
 THIS PLAT IS HEREBY REPEALED AND THE PLAT OF KIRK WATSON SUBDIVISION, AS RECORDED IN PUBLIC RECORDS 41, RECORDER FOR WELLS COUNTY, COLORADO, IS HEREBY REPEALED AND THE PLAT OF WATSON SUBDIVISION, AS RECORDED IN PUBLIC RECORDS 41, RECORDER FOR WELLS COUNTY, COLORADO, IS HEREBY REPEALED.  
 THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 43.42 ACRES MORE OR LESS AND ARE SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS AS SHOWN.

## OVERALL MASTER DEVELOPMENT PLAN

No.	Date	Revision Description
1	2/21/2025	Initial Issue

DRAWN FOR  
 HIGHWAY REAL ESTATE PARTNERS LLC  
 2808 65TH AVENUE  
 GREELEY CO 80634  
 (970) 346-7600

HOPE SPRINGS PUD  
 GREELEY, CO 80634

WERNER ENGINEERING  
 AND LAND DEVELOPMENT LLC  
 1440 E 15TH ST  
 PLATTEVILLE CO 80651  
 (970) 338-2659  
 erf@wernereng.com

DATE  
 2/21/2025  
 AS SHOWN  
 PUD2021-0012  
 Page 250

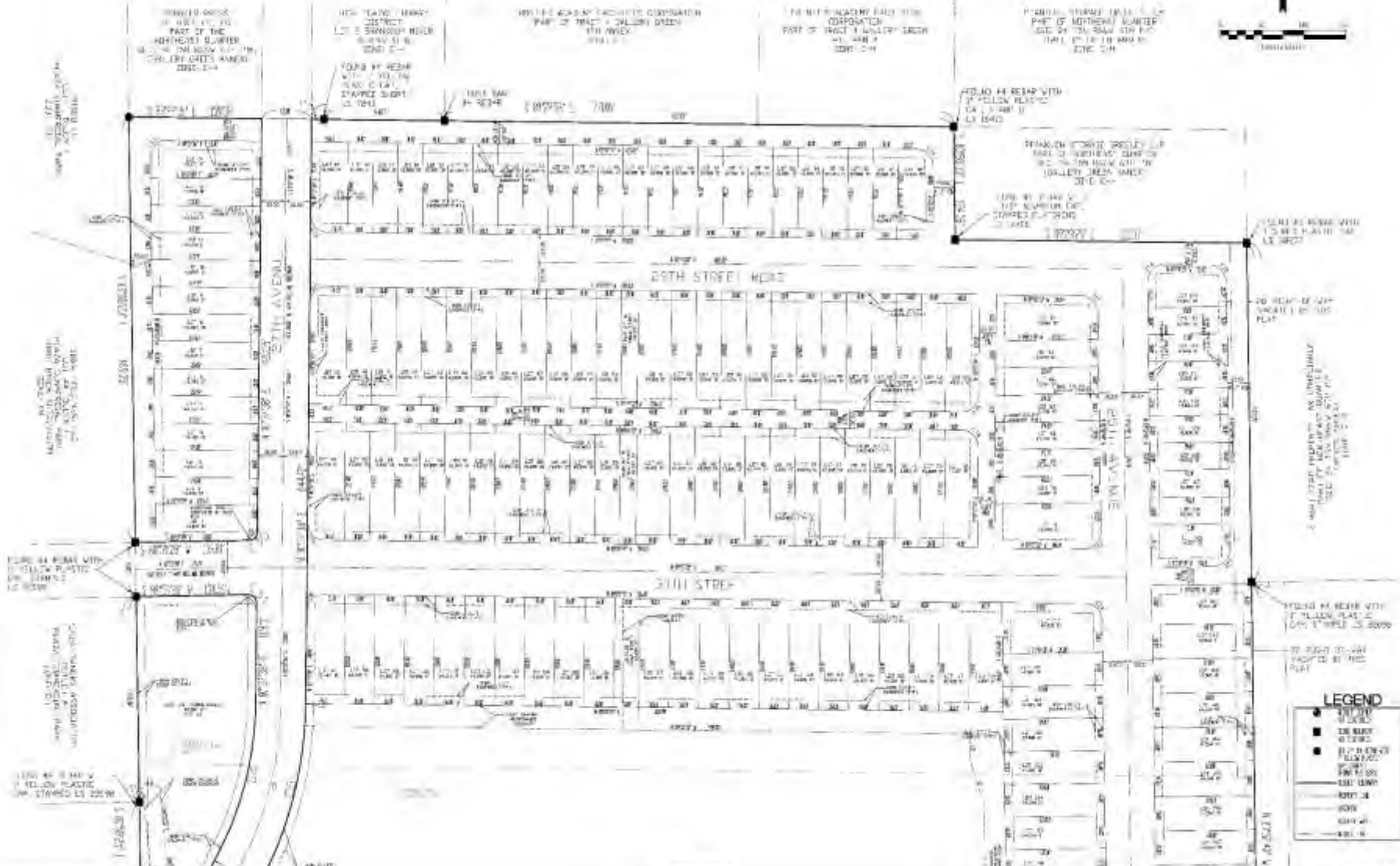
# Variation of standards

- **Planning Area 1**
  - **Rear setback reduction from the require 20 feet to 10 feet**
  - **Interior side setbacks reduced from 5 feet to 0 feet for two-family units only**
  - **Accessory Structures**
    - **Reduce street side setbacks from 20 feet to 10 feet**
- **Planning Area 2**
  - **Front setback reduction from 25 feet to 20 feet**

# Preliminary Plat

- **Preliminary Plat – PC approved**
  - **176 lots**
    - **22 single-family lots**
    - **152 duplex lots (76 buildings)**
    - **1 future multi-family lot**
    - **1 future commercial lot**
    - **7 outlots (open space, drainage, utilities, landscaping)**

**KIRK-WATSON SUBDIVISION-FIRST REPLAT**  
 BEING A REPLAT OF TRACTS A, B, C, D AND E, KIRK-WATSON SUBDIVISION,  
 BEING A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER,  
 SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.,  
 CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



**LEGEND**

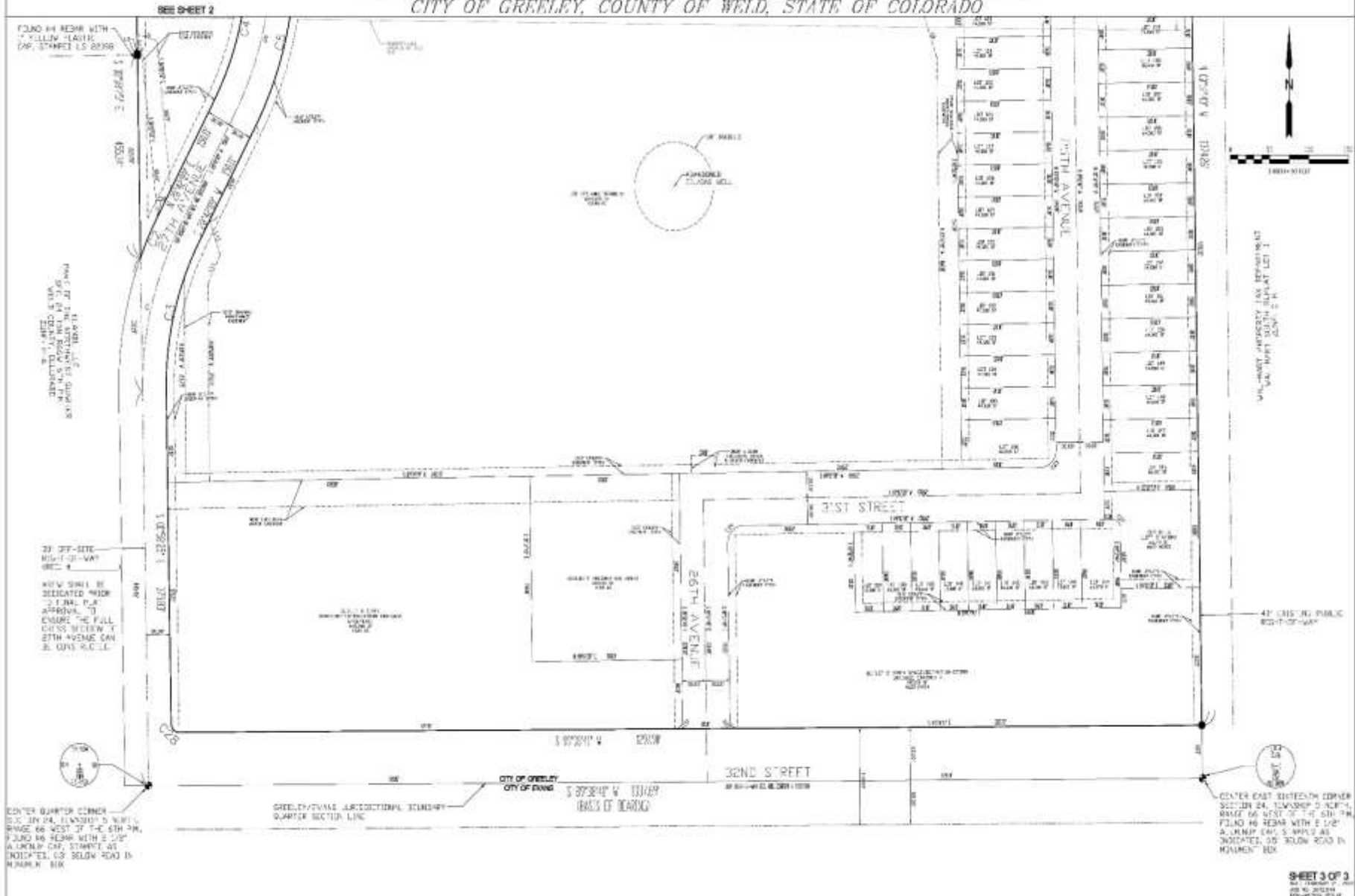
- 1/4 SECTION
- 1/2 SECTION
- 3/4 SECTION
- SECTION
- 1/4 SECTION
- 1/2 SECTION
- 3/4 SECTION
- SECTION

SEE SHEET 3

SHEET 2 OF 3



*KIRK-WATSON SUBDIVISION-FIRST REPLAT*  
 BEING A REPLAT OF TRACTS A, B, C, D AND E, KIRK-WATSON SUBDIVISION,  
 BEING A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER,  
 SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.,  
 CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO







# Approval Criteria

Item No. 19.

## **Rezone and PUD Plan Criteria – 24-625(C)(3) – Eight criteria evaluated for the Rezone application and PUD Plan -24-663(b)**

- **The proposed Rezone is consistent with the criteria as outlined in your Summary**
- **PUD Plan is consistent with the Comprehensive Plan**

## Notification

- **Neighborhood Meeting on May 5, 2022,**
- **No concerns were raised at the meeting**
- **Notice letters were mailed to property owners within 500 feet of site**
- **Signs were posted on the site(s) & newspaper notice was published**
- **No inquiries have been received**



# Recommendation

**Planning Commission reviewed the requests and conducted a public hearing on June 28, 2022 and voted unanimously to recommend approval for both items**

# Council Agenda Summary

August 2, 2022

Key Staff Contact: Mike Garrott, Planning Manager, 350-9784

Becky Safarik, Interim Community Development Director, 350-9786

**Title:**

Public hearing to consider a request for approval of the Hope Springs PUD Plan for the property located north of 32nd Street and east of future 27th Avenue

**Summary:**

The applicant is requesting approval of a Preliminary PUD Plan for the purpose of developing a mixed-use development consisting of residential and commercial land uses know as the Hope Springs PUD. This PUD Plan is being presented alongside a rezone request.

The proposed PUD would consist of a mix of single-family detached, single-family attached, multi-family residential and commercial uses broken down as follows:

- 16.28 acres of single-family medium density housing (attached and detached)
- 12.48 acres of multi-family housing
- 1.04 acres of commercial mixed-use development
- 6.49 acres of open space/detention and recreational areas

The proposal includes a maximum of 557 residential dwelling units. The single-family planning areas range from 7-14 dwelling units per acre, while the multi-family planning area ranges from 16-26 dwelling units per acre.

The Planning Commission considered the request on June 28, 2022, and recommended approval by a vote of 5-0.

**Fiscal Impact:**

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

**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.

**Strategic Work Program Item or Applicable Council Priority and Goal:**

Consistency with Comprehensive Plan and Development Code standards.

**Decision Options:**

- 1) Approve the proposal as presented; or
- 2) Amend the proposal and approve as amended; or
- 3) Deny the proposal; or
- 4) Continue consideration of the proposal to a date certain.

**Council's Recommended Action:**

A motion that, based on the project summary and accompanying analysis, find that the proposed Hope Springs PUD plan is in compliance with the Development Code and is therefore approved.

**Attachments:**

Planning Commission Minutes (June 28, 2022)  
Planning Commission Summary (Staff Report) (June 28, 2022)  
PowerPoint

City of Greeley, Colorado  
**PLANNING COMMISSION PROCEEDINGS**

June 28, 2022

**1. Call to Order**

Vice Chair Briscoe called the meeting to order at 1:15 p.m.

**2. Roll Call**

The hearing clerk called the roll.

PRESENT

Vice Chair Erik Briscoe  
Commissioner Larry Modlin  
Commissioner Christian Schulte  
Commissioner Brian Franzen  
Commissioner Jeff Carlson

ABSENT

Chair Justin Yeater  
Commissioner Chelsie Romulo

**3. Approval of Agenda**

There were no corrections or additions to the agenda, and it was approved as presented. However, staff requested that the three agenda items (5, 6, and 7) be heard together, with separate motions. The Commission concurred.

**4. Approval of May 10, 2022 Minutes**

Commissioner Schulte pointed out that there was one typo regarding the spelling of his last name on the previous minutes. Contingent upon that mistake being corrected, Commissioner Modlin moved to approve the minutes dated May 10, 2022. Commissioner Schulte seconded the motion. Motion carried 5-0. (Chair Yeater and Commissioner Romulo absent.)

**5. Public hearing to consider a rezone from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development) for approximately 43.42 acres of property located at the northeast corner of 32nd Street and 29th Avenue, known as Hope Springs PUD (PUD2021-0012).**

Vice Chair Briscoe stated that agenda items 5, 6, and 7 will be heard by the staff and applicant together as the items were interrelated and interdependent. He then read each agenda item description.

Mike Garrott, Planning Manager, began by explaining the three separate applications and noted there will also be three separate motions at the end. He

then described the locations of each item in the City of Greeley and surrounding areas. He explained that 16.28 acres would be devoted to single-family and medium density uses. The proposal is a mixture of attached and detached units with a maximum of 557 units. This is inclusive of multi-family as well. Habitat for Humanity, the applicant, is looking to develop smaller lot sizes anticipated for low-income housing opportunities. There is no plan yet for future development of the 12.4 acres of multi-family.

Mr. Garrott also said that there is a 1.0-acre commercial site that the applicant is looking into for possible commercial opportunities. There is an area of open space for detention or recreational activities that is just under six and a half acres as well.

Mr. Garrott then pointed out that the proposed plan is broken up into several areas. Planning area one is proposed for single-family or duplex units that will be owner occupied. Planning area two would be twelve and a half acres in size. The site also contains an abandoned oil and gas site. The likely use for the site would be for multi-family but does not currently have a design for review with staff. Planning area three is on the western portion of the site, which would be used for commercial type uses that would support likely support the residences of the site. Planning area four intends to have some recreational amenities on the site. Planning areas five and six are essentially open space detention areas within the site.

Mr. Garrott said it's worth noting that in order to develop the site, a lift station for a sewer would have to be reconstructed and rebuilt and would be a very significant cost. He then pointed out that the city occasionally sees variations of standards in PUD proposals. One of the variations with the Habitat for Humanity project relates to setbacks. In order to fit some of their units the applicant is requesting the standard 20-foot setback be reduced to 10 feet. For corner lots, they are also requesting that for accessory structures there be a reduction from 20 feet to 10 feet. For planning area two they are only asking for a reduction of the 25-foot normal setback to be change to 20 feet.

The other seven out lots would be for open space areas, drainage facilities, utility areas, landscape areas, and recreational areas as well.

Mr. Garrott then spoke about the preliminary plat noting the location of the different sized lots, open space and city utilities. Relative to access and stormwater, there were substantial discussions with the City of Evans to coordinate service for the property where jurisdictional interests overlapped.

Lastly, Mr. Garrott stated the city received a letter dated April 28, 2022, in which \$990,000 was awarded as a grant for innovative low-income housing projects. He stated the proposed rezone and PUD are consistent with the criteria found in the outline of the summary. Notices were sent to the surrounding property owners; one letter of support was submitted to staff. Staff recommends approval of the request and suggests the motion as noted in the Commission's packet.

Commissioner Schulte asked if the area of side setbacks for corner lots would be too small for something like a side-facing garage. Mr. Garrott stated those areas would more likely only be used for a shed, but they wanted to make sure there was just enough room to get back into those areas if needed.

Commissioner Franzen then questioned if Traffic had any issues with the corner lots. Mr. Garrott stated that they did not have issues.

Commissioner Modlin voiced his concern that there would be too much parking on the street making it unsafe for children. Mr. Garrott said that there would be limited on-street parking and will be further evaluated at time of final platting.

Vice Chair Briscoe asked where the city stands on oil and gas and if building on top of abandoned wells is allowed. Mr. Garrott told him that, per the 2021 Development Code amendments, the abandoned well head in the area requires a 50-foot setback and no physical structures would be impacted with this project.

Commissioner Modlin asked about the plans for non-potable in that area. Mr. Garrott then invited Thomas Gilbert, Civil Engineer, to the podium in order to help answer the question. Mr. Gilbert stated that there are currently plans to bring non-potable water to the site from a developing lot to the west that will connect to this property. Once the property to the west develops then it will come in and serve this growth.

Robert Molloy representing the applicant invited Cheri Witt-Brown, Director of Habitat for Humanity, to speak in more detail about their project. Ms. Witt-Brown stated that Hope Springs will deliver 176 mixed-product housing types to south Greeley. It will be within walking distance to schools, grocery stores, and transportation, and other services. She also stated that they are building a climate friendly community which means that all habitat homes have a standard that provides their families the benefit of much lower utility bills, which is better for the environment, climate and society. Hope Springs will also provide over a \$100 million dollar reinvestment back into the city of Greeley and the county's local economy. And, further, homeowners will have no more than 30% of their monthly income going towards housing which leaves a lot more leftover for food, medical care, transportation, etc.

Commissioner Schulte asked if they are going to be requiring front porches in the design parameters given that there is alleyway parking. Ms. Witt-Brown said they are encouraging front porches in order to be intentional about making space for all residents in a thoughtful and visionary way. She also stated that front porches inspire families to spend more time together. She wanted to note that Habitat for Humanity is unique in the sense that families are already acquainted with one another. This is because they've helped each other build their homes and in turn built lifelong bonds.

Commissioner Carlson asked if the soccer field is a unique amenity or one commonly seen across the country. Ms. Witt-Brown said that it is unique because there is only one other place like that in Colorado. She explained that a young man on their committee was visionary about this amenity and had been searching the City of Greeley for an appropriate development site. Their combined efforts with him helped develop this idea to bring the soccer field to that specific site.

Commissioner Carlson then inquired about how the balance of the development area is being accomplished and by whom. Ms. Witt-Brown replied by saying Habitat for Humanity will go in and complete the civil infrastructure using grants and reserves

that have already been secured. She noted that they'd be starting at the north side of the property to make sure things balance out by adding childcare close to the area as well.

Mr. Molloy approached the podium again to discuss the current zoning and what is being proposed for the design process. He stated that the property is going to be re-zoned from residential medium and residential high to PUD, which would provide a less intense use of what is currently allowed on that piece of property. There is a one-acre parcel that is planned for the daycare center as well. He explained that they want the single families bordering the east property line and duplexes spread throughout. They also made sure to maintain a 15-foot set back on side yards. Mr. Molloy said that the main idea behind these designs is to make a community more livable by providing closer access to shops, grocery shopping, daycare, and schools, etc. He further explained that multi-family is on the front of the property because there will be a higher density and more vehicle traffic. The single-family duplexes will be kept on the outer edges in order to reduce traffic throughout these neighborhoods. He touched again on the fact that parking has been moved to the rear giving the community that old-style feel. There will also eventually be connecting paths to share some of the amenities like the soccer field and basketball courts. They both will be built using unique products that have a concrete base and a rubberized material that is laid over the top.

Mr. Molloy noted they are actually multifunctional and very water wise too. They also have long term upkeep that would defer maintenance for about 10-15 years from the time of installation. Lastly, they are looking at adding a 9-hole disc golf game that will be an amenity anyone can enjoy. This is also a simple design and has simple maintenance.

Commissioner Briscoe asked if the intent of the side setback variance of five to zero is just for the driveways. Mr. Molloy said that duplexes are zero setbacks and everything else is at least a five-foot setback.

Commissioner Briscoe then asked if the soccer field is going to be access controlled only for the residents of Hope Spring community or if it will be for public use. Mr. Molloy said it will be for public use, but they are currently working with the City Culture, Parks and Recreation District to offer that option.

Commissioner Modlin inquired why they don't have the soccer field more isolated on the north side of the buildings since they have a good-sized parking lot. Mr. Molloy reiterated that it's for public use and not just for neighborhood use. They don't want to isolate the soccer field from the rest of the area. The purpose of this park is to operate as a city park for public use and will be put in a location that is easy for the public to reach without driving through the neighboring areas.

Commissioner Schulte wondered if they are envisioning any kind of pedestrian shortcut through that area that goes down to the park. Mr. Molloy stated that they are as it has come up before in previous design discussions. They will look into this further.

Vice Chair Briscoe opened the public hearing at 2:08 p.m. There being no comments, the public hearing was closed at 2:08 p.m.

Commissioner Schulte moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from R-L (Residential Low Density), C-L (Commercial Low Intensity), and C-H (Commercial High Intensity) to PUD (Planned Unit Development) is in compliance with Development Code Section 24-625(c)(3); and, therefore, recommend approval. Commissioner Franzen seconded the motion. Motion carried 5-0. (Chair Yeater and Commissioner Romulo absent.)

**6. Public hearing to consider a Preliminary PUD Plan for 43.42 acres of property located at the northeast corner of 32<sup>nd</sup> Street and 29<sup>th</sup> Avenue, known as Hope Springs PUD (PUD2021-0013).**

*Please note that the staff report, applicant presentation, and public hearing for this item was included under agenda item number 5.*

Commissioner Schulte moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed Hope Springs PUD Plan is in compliance with Development Code Section 24-625(c)(3) and section 24-663 (d) and, therefore, recommend approval. Commissioner Modlin seconded the motion. Motion carried 5-0. (Chair Yeater and Commissioner Romulo absent.)

**7. Public hearing to consider a request for a preliminary subdivision plat of 43.42 acres of land into 152 duplex lots, 22 single-family lots, a 12.48 acres multi-family lot, a 1.04-acre commercial lot, and 7 outlots (6.96 acres) for drainage, stormwater detention, recreation and open space. The subject property is located north of 32<sup>nd</sup> Street and east of future 29<sup>th</sup> Avenue, known as the Kirk-Watson Preliminary Subdivision, First Replat.**

*Please note that the staff report, applicant presentation, and public hearing for this item was included under agenda item number 5.*

Commissioner Franzen moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed preliminary subdivision plot is in compliance with Development Code Section 24-2 (3b1); and, therefore, approves the preliminary subdivision plot with the following condition, the approval of the preliminary plot is contingent upon Hope Springs PUD being approved by City Council. Commissioner Briscoe seconded the motion. Motion carried 5-0. (Chair Yeater and Commissioner Romulo absent.)

**8. Staff Report**

Ms. Safarik stated that there were no items to report.

**9. Adjournment**

With no further business, Vice Chair Briscoe adjourned the meeting at 2:55 pm.



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Becky Safarik, Secretary

DRAFT

## PLANNING COMMISSION SUMMARY

**ITEMS:** Rezoning from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development), and a PUD Plan

**FILE NUMBER:** ZON2022-0007 & PUD2021-0012

**PROJECT:** Hope Springs PUD

**LOCATION:** Northeast corner of 32<sup>nd</sup> Street and 29<sup>th</sup> Avenue

**APPLICANT:** Derek Glosson on behalf of Tyler Richardson, Richmark Real Estate Partners LLC

**CASE PLANNER:** Mike Garrott AICP, Planning Manager

**PLANNING COMMISSION HEARING DATE:** June 28, 2022

### 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 applications in the form of a finding based on the review criteria in Sections 24-625(c)(3) and 24-663(b) of the Development Code.

### EXECUTIVE SUMMARY

The City of Greeley is considering a request by Derek Glosson on behalf of Tyler Richardson to rezone from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development); and a PUD Plan for approximately 43.42 acres of property located at the northeast corner of 32<sup>nd</sup> Street and 29<sup>th</sup> Avenue.

### A. REQUEST

The applicant is requesting approval to rezone 43.42 acres from R-H (Residential High Density), C-H (Commercial High Intensity) and C-L (Commercial Low Intensity) to PUD (Planned Unit Development); and to establish of a PUD Plan for approximately 43.42 acres of land to be known as the Hope Springs PUD.

The proposed PUD would consist of a mix of single-family detached, single-family attached, multi-family residential and commercial uses broken down as follows:

- 16.28 acres of single-family medium density housing (attached and detached)
- 12.48 acres of multi-family housing
- 1.04 acres of commercial mixed-use development

- 6.49 acres of open space/detention and recreational areas

The proposal includes a maximum of 557 residential dwelling units. The single-family planning areas range from 7-14 dwelling units per acre, while the multi-family planning area ranges from 16-26 dwelling units per acre.

On-site open areas would incorporate native seed mix, areas for detention and a disc golf course. The recreational area includes two soccer courts with off-street parking.

The Hope Springs PUD proposes specific development standards to encourage smaller lot sizes and products to be offered by Habitat for Humanity, the intended builder. Parking standards are also modified to support the variety of single-family product types and potential multi-family options. In instances where the PUD is silent or as appropriately noted on the PUD plan, the City's Development Code regulations shall govern.

## **B. STAFF RECOMMENDATION**

Approval

## **C. LOCATION**

### **Abutting Zoning/Land Use:**

**North:** C-H (Commercial High Intensity) / *Frontier Academy K-5 School, commercial and industrial users*

**South:** City of Evans – R-3 (Multi-family Residential District) / *Undeveloped lands and residential developments*

**East:** C-H (Commercial High Intensity) / *commercial users*

**West:** H-A (Holding-Agricultural) and C-H (Commercial High Intensity) / *undeveloped lands, commercial and industrial users*

### **Site Characteristics:**

The site is undeveloped land surrounded by current and future development areas that include a mix of commercial, industrial, institutional and residential uses. The property slopes south towards 32nd Street and the City of Evans municipal boundaries.

The property contains one abandoned oil and gas well located approximately in the center of the site. There are three abandoned oil and gas wells located approximately three hundred (300) feet west of the property and one abandoned oil and gas well located approximately five-hundred (500) feet east of the property.

Additional existing site features include a small non-jurisdictional wetland in the southwest corner of the property, an abandoned irrigation ditch along the northern portion of the property and tilled farmland throughout.

## BACKGROUND

The site was annexed in 1987 and zoned in the current configuration at that time. The current lot and right-of-way configuration was platted in 2012 under the name Kirk-Watson Subdivision. The subject site includes three different zone districts, R-H (Residential High Density), C-L (Commercial Low Intensity) and C-H (Commercial High Intensity) that generally follow existing lot lines, with the exception of the C-H designation located at the northeastern most portion of the property area.

### D. APPROVAL CRITERIA

#### Standards for Rezoning:

In reaching recommendations and decisions as to rezoning land to the PUD district, the Planning Commission and the City Council shall apply the following standards in addition to the standards and procedures of Section 24-625(c)(3) of the 2021 Development Code, applicable to the rezoning of land. The application for the Rezoning and PUD Plan were submitted in early 2021, prior to the adoption of the current Development Code regulations.

#### **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: The subject property has remained undeveloped and in agricultural use since it was annexation in 1987 and originally subdivided in 2012.

The surrounding area and land uses have evolved significantly in the past few years. Property to the south, in the City of Evans, is currently developing and planned as a mix of medium- and high-density residential uses. Areas to the east provide a mix of local and regional commercial users ranging from neighborhood services to big box retailers. Property south and west of the site are currently undeveloped and are anticipated to develop with a similar mix of uses. Properties north and northwest of the site serve a mix of uses including a K-5 school, commercial users and light industrial users.

The proposed Hope Springs PUD would incorporate additional affordable residential uses to support area businesses and places of employment. The on-site open space and recreational areas provide amenities for residents, while the one-acre mixed-use commercial parcel on the west could serve area residents and families.

*The 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 existing R-H, C-L and C-H zoning has been in place since the property was annexed in 1987.

*The 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.*

**d. Are there detrimental environmental conditions, 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?**

Staff Comment: The PUD plan identifies one on-site abandoned oil and gas well site that will require development to be appropriately designed around the fifty (50) foot buffer. This detail will be most applicable with the platting and site plan process, as applicable. The applicant is working closely with staff from both the City of Greeley and the City of Evans to design their drainage system in compliance with local regulations and requirements.

A portion of the property is identified in an Area of High Ecological Significance. Based on the Biologist Report, there are no important wildlife habitats on the site, nor are there any wildlife movement corridors through the site. The documented on-site wetland is a non-jurisdictional wetland, as identified by the Army Corps. of Engineers. The report recommends all on-site tree removal to be completed between July 31<sup>st</sup> and February 1<sup>st</sup>, outside the potential nesting/courtship period of migratory birds. The report also notes that the mapping for the Area of Ecological Significance may be in error due to existing site conditions.

*This request complies with this criterion.*

**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 City’s Comprehensive Plan has been updated since the property was annexed and zoned in 1987. The Comprehensive Plan designates the subject area as “employment, industrial and commercial areas,” which allow residential land uses in instances where adjacent uses are compatible and would not negatively impact residents’ quality of life or safety. The Hope Springs PUD plan provides a variety of residential housing options and includes a one-acre parcel for commercial and mixed-uses to support future residents in the area. The property is adjacent to Frontier Academy’s K-5 school and serves as a transition to the residential neighborhoods to the south in the City of Evans.

In addition, the City worked with the applicant and their builder, Habitat Humanity in receiving a state housing grant under HB21-1271 to support the development of affordable housing opportunities on the property.

*The request complies with this criterion.*

**f. What is the potential impact of the proposed rezoning upon the immediate neighborhood and the City as a whole (including potential noise and environmental impacts, visual impacts, the provision of City services such as police, fire, water, sewer, street and pedestrian systems and parks and recreation facilities)?**

Staff Comment: The proposed PUD would have an impact on city services upon development of the site.

As part of the overall development, 27<sup>th</sup> Avenue and W. 30<sup>th</sup> Streets need to be extended and improved to serve the property. Additionally, 32<sup>nd</sup> Street along the southern boundary of the site will need to be improved.

The applicant will be required to extend all necessary utilities to the site to serve the proposed uses. Drainage, water, and sewer infrastructure are being addressed through the subdivision process.

Impact to the City as a whole may include noise and other impacts, such as impacts to Police and Fire due to an increased residential population and commercial activity.

The PUD proposes open space and recreational amenities to support the development. All impacts and improvements are continually being reviewed and addressed through the entitlement processes.

**g. Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with applicable zoning overlay requirements?**

Staff Comment: The subject property was reviewed against the policies regarding rezoning requirements. This criterion is similar to specific criteria governing the PUD. The proposal generally complies with the City's Comprehensive Plan Land Guidance Map and is consistent with the Goals and Objectives of the Comprehensive Plan.

*The request complies with this criterion.*

**h. What is the potential impact of the proposed rezoning upon an approved zoning suitability plan for the property?**

Staff Comment: As the property was zoned at the time of annexation in 1987, there is not an approved zoning suitability plan for the property.

*This criterion is not applicable.*

**Standards for PUD establishment (PUD2021-0012):**

Per Section 24-663, in reaching recommendations and decisions as to establishing the PUD district, the Planning Commission and the City Council shall apply the following standards in addition to the standards and procedures of Section 24-625 of the 2021 Development Code, applicable to the rezoning of land. The application for the Rezoning and PUD Plan were submitted in early 2021, prior to the adoption of the current Development Code.

**Area Requirements.** *The area of a proposed PUD shall be of substantial size to permit its design and development as a cohesive unit fulfilling the stated purpose of these regulations and to establish the PUD as a meaningful part of the larger community. Each proposed PUD shall therefore be evaluated as to its adequacy in size with respect to both the nature and character of its internal design and to its specific location within the City. The minimum size of a PUD to be considered for establishment shall be two (2) acres.*

Staff Comment: The proposal meets this requirement with an overall PUD area of 43.42 acres in size.

**Consistency with the Land Use Chapter of the Comprehensive Plan.** *A PUD proposal shall be found to be consistent with all applicable elements of the Land Use Chapter of the City's adopted Comprehensive Plan with respect to its proposed internal design and use and its relationship to adjacent areas and the City as a whole before it may be zoned as a PUD.*

- The following Comprehensive Plan goals are met with this PUD proposal:
  - EH-2: Integrate healthy living into community planning and development.
    - The proposal provides open space and recreational amenities for future residents of the development.
  - EH-4: Support and collaborate with the City's school districts.
    - The project was referred to the Weld County School District No. 6 for review. In addition, the applicant has been in contact with the district to confirm cash-in-lieu payment versus school site dedication requirements.
  - GC-1: Manage growth effectively.
    - The project serves as an infill with many of the surrounding properties either already developed or slated for development. Incorporating a mix of residential densities encourages an appropriate use of the land near commercial and employment centers where many residents can use multiple modes of transportation.
  - CG-2: Promote a balanced mix and distribution of land uses.
    - The proposed PUD offers a mix of residential product types and sizes, as well as a mixed-use commercial parcel. Commercial offerings could provide nearby amenities for future residents and families.
  - CG06: Maintain and enhance the character and inter-connectivity of Greeley's neighborhoods.
    - The Hope Springs PUD is envisioned as mix of residential uses, supporting adjacent commercial and employment centers. The site is located in walking distance to many of these businesses, as well as nearby transit stops.
  - HO-2: Encourage a broad diversity of housing options.
    - The proposal would provide a variety of housing types including multi-family, single family detached and single-family attached housing.

## F. PHYSICAL SITE CHARACTERISTICS

### HAZARDS

A plugged and abandoned oil and gas well is identified in the center of the site with a fifty-foot setback shown on the plans. This setback will need to be maintained as the applicant subdivides the property for residential use. Staff is unaware of any other hazards on the property.

### WILDLIFE

In accordance with Section 24-160(b)(16) of the 2021 Municipal Code, a biologist's report was submitted for the development.

The report summarized that there are no important wildlife habitats on the site, nor are there any wildlife movement corridors through the site. The on-site wetland is a non-jurisdictional wetland, as identified by the Army Corps. of Engineers. The report recommends all on-site tree removal to be completed between July 31<sup>st</sup> and February 1<sup>st</sup>, outside the potential nesting/courtship period of migratory birds.



## **FLOODPLAIN**

The intended development area is not located within the 100-year floodplain, according to the adopted Federal Emergency Management Administration (FEMA) flood data.

## **DRAINAGE AND EROSION**

Increases in stormwater flows from development would be addressed with an on-site detention and water quality pond, which would be designed to limit runoff to historical flows in accordance with City of Greeley and State of Colorado requirements.

Erosion control devices would be designed by the developer and reviewed by the city at time of construction to ensure that best management practices as utilized as the project progress.

## **TRANSPORTATION**

The subject property has frontage on 32<sup>nd</sup> Street. There is also a planned connection to 30<sup>th</sup> Street and the adjacent property to the west. 27<sup>th</sup> Avenue will be extended from north of the property to 32<sup>nd</sup> Street as well, providing circulation between the adjacent parcels.

All roadway improvements would be determined at time of development and will be routed to the appropriate agencies for review and comment.

Subdivision of the property will require the dedication of public rights-of-way as necessary to support the development.

The City of Greeley Traffic Division, along with Engineering Development Review and the City of Evans have reviewed the Traffic Study and have no significant concerns at this point.

## **G. SERVICES**

### **WATER**

The City of Greeley provides water services to the area. Water lines would need to be extended from 30<sup>th</sup> Street to the west, 27<sup>th</sup> Avenue to the north, and from an existing line to the east at the southeast corner of the property.

### **SANITATION**

The City of Greeley will provide sanitary services to the area. An existing sanitary sewer lift station (Lift Station No. 15) will be moved from the adjacent property to the west and relocated to the southeast corner of this property in order to serve this development, the existing developments that the lift station served in its previous location, and an existing property to the west that is currently vacant.

The Water and Sewer Department for the City of Greeley, along with Engineering Development review and the City of Evans, have reviewed the Hydraulic Report and proposed improvements and have no concerns at this time.

### **EMERGENCY SERVICES**

The property is served by the City of Greeley's Police and Fire Departments. Fire Station #2 is located at 2323 Reservoir Road, approximately 1.5 miles to the northeast.

### **PARKS AND OPEN SPACES**

The proposal includes a 0.94 recreational area and approximately 5.50 acres of open space along the southern portion of the site. The open space areas would include a disc golf course for area residents.

### **SCHOOLS**

The subject property is located within the Weld County School District No.6. The applicant will be required to pay the required cash-in-lieu payment to the school district as the development progresses.

### **METROPOLITAN DISTRICT**

No metropolitan district is being proposed for the project.

## **H. NEIGHBORHOOD IMPACTS**

### **VISUAL**

The applicant is proposing perimeter landscape design criteria for the property, found on page four of the PUD plan. Overall visual impacts resulting from the project are being reviewed as part of the subdivision process.

### **NOISE**

Any potential noise created by future development will be regulated by the Municipal Code.

## **I. PUBLIC NOTICE AND COMMENT**

- Neighborhood Meeting was held virtually May 5, 2022 - Notices were mailed to surrounding property owners on April 19, 2022, per Development Code requirements. There were no concerns raised during the meeting. Staff received one email of support from a resident (Attachment D)
- Public Notice - Signs were posted on-site on June 13, 2022. As of June 20, 2022, no additional written comments have been received.
- Mineral Rights Notifications – were sent via certified mail 30 days prior to the public meeting, per Development Code requirements. No comments have been received.

## **J. PLANNING COMMISSION RECOMMENDED MOTIONS**

1. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from Residential Low Density (R-L), Commercial Low Intensity (C-L) and Commercial High Intensity (C-H) to Planned Unit Development (PUD) is in compliance with Development Code Section 24-625(c)(3) and therefore recommends **approval**.

2. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Hope Springs PUD Plan is in compliance with Development Code Section 24-625(c)(3) and Section 24-663(b) and therefore recommends **approval**.

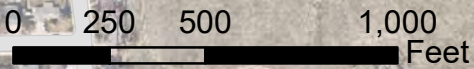
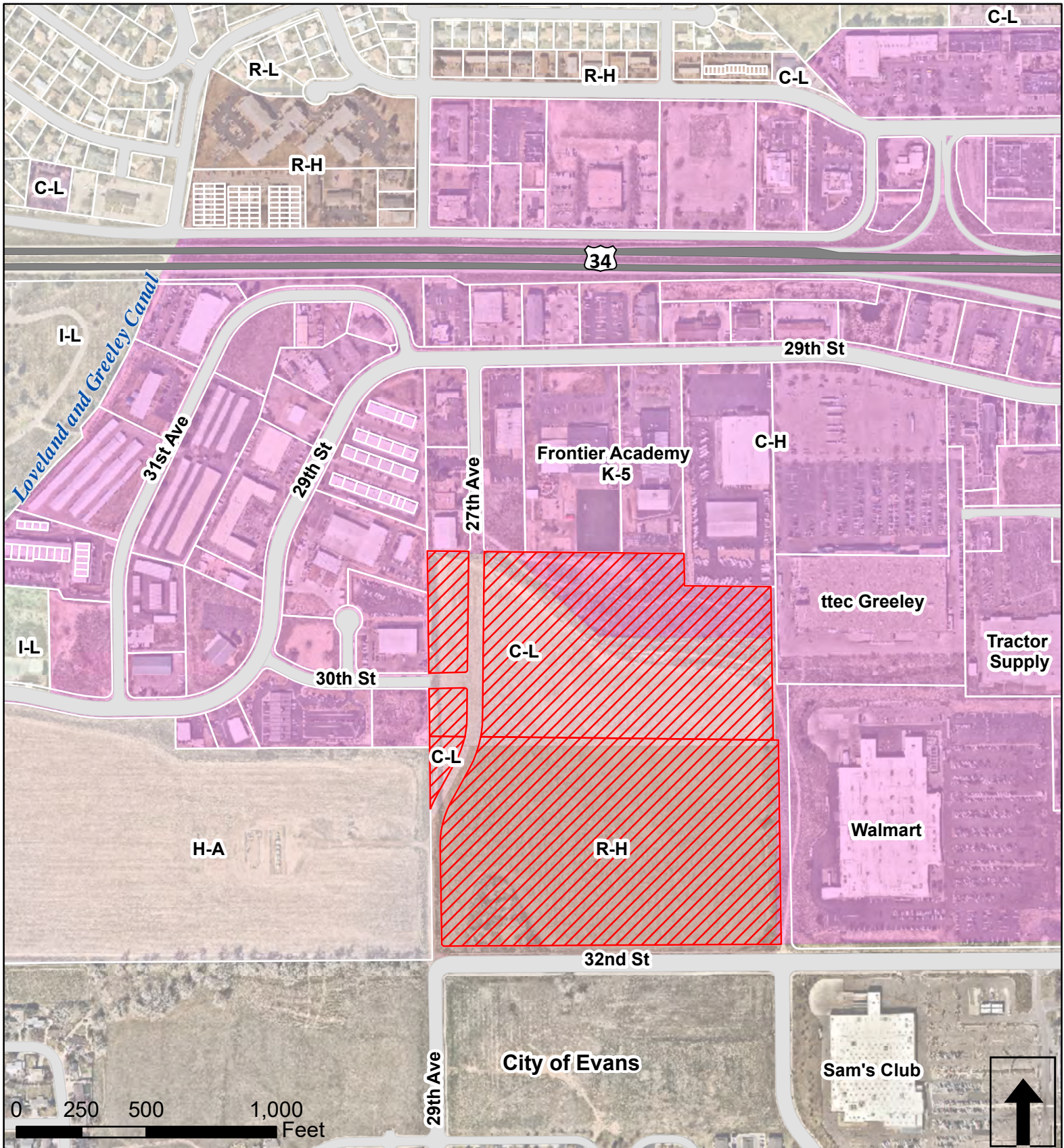
Alternative motion:

1. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from Residential Low Density (R-L), Commercial Low Intensity (C-L) and Commercial High Intensity (C-H) to Planned Unit Development (PUD) is not in compliance with Development Code Section 24-625(c)(3) and therefore recommends **denial**.
2. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Hope Springs PUD Plan is not in compliance with Development Code Section 24-625(c)(3) and Section 24-663(b) and therefore recommends **denial**.

**ATTACHMENTS**

- Attachment A – Zoning/Vicinity Map
- Attachment B – Project Narrative
- Attachment C – PUD Document
- Attachment D – Email in Support of the Project

Hope Spring Item No. 20. Community Map - Current Zoning  
 PUD2021-0012 and SUB2022-0005



- |                  |                                 |                                   |                                 |
|------------------|---------------------------------|-----------------------------------|---------------------------------|
| Hope Spring Site | Conservation District (C-D)     | Industrial Low Intensity (I-L)    | Residential Estate (R-E)        |
| Greeley Parcels  | Commercial Low Intensity (C-L)  | Industrial Medium Intensity (I-M) | Residential Low Density (R-L)   |
|                  | Commercial High Intensity (C-H) | Industrial High Intensity (I-H)   | Residential Medium Density (RM) |
|                  | Holding Agriculture (H-A)       | Planned Unit Development (PUD)    | Residential High Density (RH)   |
|                  |                                 |                                   | Residential Mobile Home (RMH)   |

# Project Narrative

## Hope Springs PUD

### Introduction

The 43.42 acre site is located at the northeast corner of 32<sup>nd</sup> Street and 29<sup>th</sup> Avenue and is bounded by various commercial and institutional uses to the north; a large retail store (Walmart) to the east; vacant ground to the south across 32<sup>nd</sup> Street; and a commercial subdivision (Plaza Commercial Park) and vacant ground to the west. A Planned Unit Development (PUD) is being proposed on Tracts A-E, Kirk-Watson Subdivision. The site currently consists of vacant farm ground with three different types of zoning (C-L, C-H and R-H). The goals of this development are to promote affordable housing with a high level of community value.

### Proposed Development

Proposed with this PUD is a mix of single-family medium density development (16.28 acres), multi-family high density development (12.48 acres), and a small amount of commercial development (1.04 acres). The single-family medium density development (Planning Area 1) will consist of single-family detached and two-family homes. The density range for Planning Area 1 is 7-14 dwelling units per acre. The density range for the multi-family high density development (Planning Area 2) is 16-26 dwelling units per acre. Planning Area 1 makes up 37.49% of the overall site and Planning Area 2 makes up 28.74% of the overall site. The commercial development (Planning Area 3) makes up 2.40% of the overall site. The PUD also proposes a 0.92 acre recreational area (Planning Area 4) in the south-central portion of the site, which makes up 2.12% of the site. It's anticipated that this recreational area will include sports courts/fields. The PUD proposes 5.57 acres of open space/stormwater detention area (Planning Areas 5 and 6), which makes up 12.82% of the site. A sanitary sewer lift station (Planning Area 7) will be situated on 0.27 acre, which makes up 0.62% of the site. The remainder of the PUD consists of 6.86 acres of public right-of-way, which makes up 15.80% of the site.

### Development Standards

The development standards of this PUD shall prevail and govern the development of this planned community, except where the provisions of the PUD do not clearly address a specific subject. For subjects not addressed herein, the appropriate jurisdictional regulations and codes shall take precedence, and the most restrictive standards, and code standards as amended shall apply.

- **Lot Standards/Setbacks/Building Height (Planning Areas 1 and 2)**
  - The minimum lot size for Planning Area 1 is 2,000 square feet. This lot size is 1,000 square feet smaller than the City standard lot size for small lot detached homes. The minimum lot size is consistent with the City's standard for medium and standard multi-unit homes.

- The lot widths within Planning Area 1 will be 30'-60'. By comparison, the City standard lot width for small and medium lot detached and multi-unit homes is 35'-59'.
  - The minimum lot open space requirement for both Planning Areas 1 and 2 is 20%. This minimum open space requirement is consistent with the City's standard for small lot detached homes, medium lot multi-unit homes, and large lot apartments. Additionally, Planning Area 2 will be allowed to count usable open space within Planning Area 5 towards its minimum lot open space requirement.
  - The minimum setbacks for Planning Area 1 are as follows: Front – 10', Interior Side – 5', Corner Side – 10', Rear – 10'. These minimum setbacks are consistent with the City's standard for small lot detached homes, except the City's standard rear setback for small lot detached homes is 20'. The PUD will allow a 0' interior side setback for two-family homes being platted for individual ownership of the unit and lot.
  - The minimum setbacks for Planning Area 2 are 20' for the front, interior side, corner side, and rear. These minimum setbacks align most closely with the City's standard for large apartment complexes. The only difference is that the City's minimum front and rear setbacks for large apartment complexes is 25' instead of 20'.
  - The maximum building height within Planning Area 1 is 30'. This is consistent with the City's standard for detached and multi-unit homes.
  - The maximum building height within Planning Area 2 is 60'. This is consistent with the City's standard for large apartment complexes.
- **Residential Accessory Structures (Planning Area 1)**
    - Requirements for residential accessory structures shall be in accordance with City Development Code standards, and Code standards as amended, except that the street side setback for secondary buildings (detached accessory buildings) shall be 10'. Current City standard requires a 20' street side setback for secondary buildings.
  - **Residential Housing Diversity (Planning Areas 1 and 2)**
    - Planning Area 1 will consist of a mix of single-family detached and two-family attached housing (duplexes).
    - Planning Area 2 will consist of apartment housing.
  - **Residential Fences & Walls (Planning Areas 1 and 2)**
    - Requirements for residential fences and walls shall be in accordance with City Development Code standards, and Code standards as amended.
  - **Applicability (All Planning Areas)**
    - For site improvements on less than 50% of the lot, PUD standards shall only apply to the changes associated with the proposed work, and only to the extent that any non-conforming situations for the entire site are brought closer to compliance. This requirement is consistent with City standards.
    - For site improvements on 50% or more of the lot, all site improvements for the entire lot shall be brought into compliance with the PUD standards. This requirement is consistent with City standards.

- For rehabilitation, remodeling or additions to buildings that add more than 200 square feet to the building footprint or mass, but less than 50%, PUD standards shall only apply to changes associated with the proposed work, and only to the extent that any non-conforming situations for the entire site are brought closer to compliance. However, staff may require full compliance for the building and lot for any rehabilitation, remodel or addition that is greater than 75% of the assessed value. This requirement is consistent with City standards.
- For new primary structures; or rehabilitation, remodeling or additions to the building that add more than 50% to the building footprint or mass, all PUD standards for the entire building and lot shall be met. This requirement is consistent with City standards.
- For ordinary maintenance, PUD standards shall not apply, except that maintenance to any building may not occur in a manner that brings the buildings or site to a greater degree of non-conformance with these standards. This requirement is consistent with City standards.
- **Residential Frontage Design Standards (Planning Area 1)**
  - Front entry feature requirements shall be in accordance with City Development Code standards, and Code standards as amended.
  - The maximum front driveway width shall be 15' for individual driveways and 30' for shared driveways. City standards have varying maximum widths for driveways based on lot widths, but generally vary between 20'-27' max.
  - Garage limitation requirements shall be in accordance with City Development Code standards, and Code standards as amended.
  - The minimum amount of front yard landscaping shall be 50% of the area between the front lot line and the front building line. This requirement is consistent with the City's standard for suburban frontages.
- **Building Design Standards (Planning Areas 1 and 2)**
  - Building design requirements shall be in accordance with City Development Code standards, and Code standards as amended.
- **Neighborhood Features (Planning Areas 1 and 2)**
  - The number of required neighborhood features shall be in accordance with the City Development Code standards, and Code standards as amended.
  - In addition to those neighborhood features and common areas stated in the City Development Code, the following features shall be allowed within the PUD:
    - Recreation Field/Court: Fields/Courts shall be a minimum of 3,000 square feet in size and each field/court shall count as 1 feature point.
    - Disc Golf Course: Course shall be a minimum of 5 acres in size and each course shall count as 2 feature points.

- **Perimeter Landscaping Design (Planning Areas 2, 5, 6)**
  - Perimeter landscaping equivalent to City Development Code Type II shall be applied along the north and east boundaries of Planning Area 2 with the development of Planning Area 2.
  - Perimeter landscaping equivalent to City Development Code Type III shall be applied along the north side of 32<sup>nd</sup> Street with the construction of Planning Areas 5 and 6.
  
- **Parking (Planning Areas 1, 2, 3)**
  - Parking requirements shall be in accordance with City Development Code standards, and Code standards as amended, except for the following:
    - Dwellings (Detached, Manufactured): 2/Unit
    - Dwellings (Attached, Multiple, or Mixed): 2/Unit (Duplexes)  
1/Bedroom (Apartments)
    - Bicycle Parking for Multi-Unit Residential Buildings: 50% of the units or 33% of the bedrooms, whichever is greater

## Design Intent

The primary goal of the PUD is to provide affordable housing. Habitat for Humanity is a partner in this project and plans to develop single-family and duplex lots within Planning Area 1. The affordable housing development requires the smaller lot sizes proposed by the PUD. To help offset the smaller lot sizes, large open spaces are planned at the south end of the overall site. A portion, but not all, of these large open spaces are intended to serve as the stormwater detention for the development. Planning Area 5 has been designed to only hold stormwater in larger events, so this area should be usable open space the vast majority of the time. Additionally, a disc golf course is anticipated within Planning Areas 5 and 6.

The design intent of the PUD is consistent with the following goals and objectives of the City's *Imagine Greeley* Comprehensive Plan adopted 2/6/18:

- **Goal HO-1: Improve access to housing for all income-levels, ages, and physical abilities.**
- **Goal IN-2: Ensure the design, construction, and appearance of City infrastructure and facilities contributes to the character of the community.**
  - *Objective IN-2.1 Multi-Functionality*  
*Incorporate deliberate and attractive multi-functionality into drainage and detention areas, open space, natural areas, pedestrian and other corridors so that infrastructure, and public investments in it, may provide multiple benefits to the community.*
- **Goal NR-3: Demonstrate stewardship of the environment.**
  - *Objective NR-3.10 Coordinated Management*  
*Optimize open space opportunities by coordinating land use management with other City functions that may offer complementary objectives (e.g. drainage areas, water acquisitions, Poudre Trail, parks, and trail system).*



## **Site Access/Parking/Traffic/Circulation**

The site will provide four vehicular access points: 27<sup>th</sup> Avenue to the north, 30<sup>th</sup> Street to the west, and two accesses off 32<sup>nd</sup> Street to the south. Existing 27<sup>th</sup> Avenue will be extended south with this project to 32<sup>nd</sup> Street. Existing 30<sup>th</sup> Street will be extended east with this project into the site. Proposed 25<sup>th</sup> Avenue, 26<sup>th</sup> Avenue, 29<sup>th</sup> Street Road, and 31<sup>st</sup> Street will be constructed with this project to serve the proposed multi-family, single-family and duplex units. The majority of the duplex units will have parking in the rear with alley access which gives a stronger community feel providing street facing front porches. The multi-family will have access from 32<sup>nd</sup> Street and 27<sup>th</sup> Avenue. A traffic impact study has been provided with this application that addresses the traffic impacts associated with the proposed development.

## **Stormwater and Utilities**

Stormwater runoff will generally follow the historical drainage pattern from north to south towards 32<sup>nd</sup> Street. Stormwater detention and water quality capture volume will be provided for the 100-year storm. Stormwater from the detention pond will be released into the existing stormwater system in 32<sup>nd</sup> Street.

The proposed onsite detention is composed of two detention areas that will be hydraulically connected by a pipe under 26<sup>th</sup> Avenue. The primary detention area will be the east pond. This pond will be able to detain most of the small rain events. During larger events, stormwater will backup into the west pond. The west pond has been graded so that the stormwater ponding only occurs in the southern third of Planning Area 5. The majority of the time, the entire Planning Area 5 will be usable open space.

City of Greeley Lift Station #15 will be relocated with this project to the southeast corner of the site. Existing sanitary sewer flows that currently go to Lift Station #15, as well as all sanitary sewer flows from this site, will gravity flow to the new Lift Station #15. A force main from the lift station will convey sanitary sewer flows offsite to an existing 8" sewer main in a private road to the east. Ultimately, the sanitary sewer flows are conveyed to 23<sup>rd</sup> Avenue, then north in the City of Greeley sanitary sewer system. The lift station has also been sized to accept flows from the undeveloped property to the west.

Three potable water main connections are proposed with this project. A connection will be made to an existing 12" water main in 27<sup>th</sup> Avenue to the north; an existing 8" water main in 30<sup>th</sup> Street to the west; and an existing 8" water main in the southeast corner of the property.

# HOPE SPRINGS PUD

*KIRK WATSON SUBDIVISION – FIRST REPLAT  
BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO*

43.42 ACRES  
PROJECT NUMBER: PUD2021-0012

**GENERAL PROVISIONS**

**A. CONFORMANCE**

DEVELOPMENT OF THIS PLANNED COMMUNITY SHALL CONFORM TO ALL RESTRICTIONS, REGULATIONS AND PROCEDURES ADOPTED BY ORDINANCE BY THE CITY OF GREELEY, AT THE TIME OF PLATTING AND BUILDING PERMIT APPLICATION, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS PLANNED UNIT DEVELOPMENT PLAN (PUD). THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THIS PLANNED COMMUNITY, EXCEPT WHERE THE PROVISIONS OF THE PUD DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT. FOR SUBJECTS NOT ADDRESSED HEREIN, THE APPROPRIATE JURISDICTIONAL REGULATIONS AND CODES SHALL TAKE PRECEDENCE, AND THE MOST RESTRICTIVE STANDARDS, AND CODE STANDARDS AS AMENDED SHALL APPLY.

**B. EFFECT OF THE CITY OF GREELEY ZONING ORDINANCE**

THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF HOPE SPRINGS PROVIDED; HOWEVER, WHERE THE PROVISIONS OF THE PUD DO NOT ADDRESS A SPECIFIC SUBJECT, THE PROVISIONS OF THE CITY OF GREELEY ZONING ORDINANCE OR ANY OTHER APPLICABLE ORDINANCES, RESOLUTIONS OR REGULATIONS OF THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED, SHALL PREVAIL.

**C. DENSITY VARIATIONS**

IN NO EVENT SHALL THE MAXIMUM NUMBER OF RESIDENTIAL DWELLING UNITS IN A PLANNING AREA BE EXCEEDED, THE TOTAL NUMBER OF DWELLING UNITS ACTUALLY DEVELOPED IN A PLANNING AREA MAY BE LESS THAN THE NUMBER ESTABLISHED ON THE PLANNED UNIT DEVELOPMENT PLAN.

**D. PLANNING AREA BOUNDARIES**

PLANNING AREA BOUNDARIES ARE SHOWN ON THE PUD, AND ARE GENERALLY DETERMINED BY THEIR RELATIONSHIP TO ROADS, OPEN SPACE, AND ADJACENT LAND USES. MODIFICATIONS IN PLANNING AREA BOUNDARIES AND STREETS ARE PERMITTED AND MAY OCCUR WITH PLANNING AND ENGINEERING REFINEMENT. FINAL PARCEL BOUNDARIES AND ROAD ALIGNMENTS SHALL BE DETERMINED AND SHOWN ON A PLAT, WITHOUT ANY AMENDMENT TO THE PUD BEING REQUIRED; PROVIDED THE CHANGES IN THE PLANNING AREA DO NOT EXCEED 20 PERCENT OF THE DEFINED PARCEL.

**E. CONSTRUCTION STANDARDS**

CONSTRUCTION SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE INTERNATIONAL BUILDING AND MECHANICAL CODE, THE NATIONAL ELECTRICAL CODE, THE COLORADO PLUMBING CODE, AND OTHER SUCH CODES AND THE SUCCESSORS THEREOF, SETTING FOR THE CONSTRUCTION STANDARDS AS PROMULGATED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS OR OTHER STANDARDS-ESTABLISHING BODIES, AS ARE ADOPTED BY THE CITY OF GREELEY. ALL FUTURE BUILD OUT SHALL MEET ALL APPLICABLE CITY OF GREELEY CODES, ORDINANCES, RESOLUTIONS, DESIGN CRITERIA, ETC. IT IS ALSO HEREBY UNDERSTOOD THAT ALL FUTURE BUILD OUT IS SUBJECT TO ADDITIONAL FUTURE CITY OF GREELEY REVIEWS AND COMMENTS PRIOR TO FINAL APPROVAL AND/OR ACCEPTANCE.

**F. HOMEOWNER ASSOCIATIONS**

HOMEOWNER ASSOCIATIONS (HOAS) COMPOSED OF PROPERTY OWNERS IN RESIDENTIAL AREAS MAY BE CREATED FOR THE FOLLOWING PURPOSES: (A) TO PROVIDE FOR THE CONTINUED DEVELOPMENT, IMPROVEMENT AND MAINTENANCE OF PROPERTIES AND FACILITIES WHICH IT OWNS OR ADMINISTERS, AND (B) TO PROTECT THE INVESTMENT, ENHANCE THE VALUE, AND CONTROL THE USE OF PROPERTY OWNED BY ITS MEMBERS IN PERPETUITY. HOMEOWNER'S ASSOCIATIONS SHALL BE CREATED IN RESIDENTIAL AND/OR COMMERCIAL/INDUSTRIAL AREAS WHERE COMMON LANDS OR FACILITIES ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

**G. ADMINISTRATIVE CHANGES**

THE GRAPHIC DRAWINGS CONTAINED WITHIN THE PLANNED UNIT DEVELOPMENT PLAN ARE INTENDED TO DEPICT GENERAL LOCATIONS AND ILLUSTRATE CONCEPTS EXPRESSED IN THE NARRATIVE PROVISIONS OF THE PUD. THEY ARE NOT INTENDED TO BE FINAL NOR TO REPRESENT THE ULTIMATE BUILD OUT OF HOPE SPRINGS, BUT RATHER THEY ARE INCLUDED TO DEPICT POTENTIAL DESIGN SOLUTIONS THAT MAY EVOLVE WITHIN THE COMMUNITY.

IT IS THE GOAL OF THIS PUD TO SERVE AS A GUIDING DOCUMENT FOR THE APPROPRIATE BUILD OUT OF THE HOPE SPRINGS COMMUNITY. GIVEN THE SCALE OF THIS PROJECT, AND THE ASSOCIATED TIMELINE IT WILL TAKE TO DEVELOP, IT IS ESSENTIAL THAT THIS PUD BE APPROVED WITH AN UNDERSTANDING OF INHERENT FLEXIBILITY. IN GRANTING FINAL SITE PLAN AND/OR PLAT APPROVAL THE CITY SHALL ALLOW VARIATIONS FOR THE PURPOSE OF ESTABLISHING:

1. FINAL ROAD ALIGNMENTS
2. FINAL CONFIGURATION OF LOT AND TRACT SIZES AND SHAPES;
3. FINAL BUILDING ENVELOPES;
4. FINAL ACCESS AND PARKING LOCATIONS;
5. FINAL PARCEL DEFINITIONS;
6. FINAL SIGNAGE / MONUMENT DESIGN; AND
7. LANDSCAPING ADJUSTMENTS

**H. ROADWAY DESIGN**

THE ROADWAYS SHALL COMPLY WITH THE CITY'S CURRENT ROADWAY STANDARDS.

**I. AMENDMENTS TO APPROVED PLANS**

MAJOR AMENDMENTS TO THIS PUD SHALL BE CONSIDERED BY THE CITY WITH THE SUBJECT SITE PROPERTY OWNER ACTING AS THE SOLE APPLICANT. OTHER PROPERTY OWNERS WITHIN THE HOPE SPRINGS COMMUNITY SHALL NOT BE REQUIRED AS APPLICANTS, NOR SHALL THEY BE REQUIRED TO PROVIDE PRIOR APPROVAL FOR THE PUD AMENDMENT APPLICATION TO PROCEED. THE APPLICANT SHALL NOTIFY ALL PROPERTY OWNERS WITHIN THE HOPE SPRINGS PUD BOUNDARIES AND THE ADJACENT OWNERS OF THE PROPOSED PUD AMENDMENT(S) UNDER CONSIDERATION. NOTIFICATIONS TO ADJACENT PROPERTY OWNERS SHALL OCCUR 500' FROM THE SUBJECT PROPERTY.

**LEGAL DESCRIPTION**

(PROVIDED BY UNIFIED TITLE COMPANY TITLE COMMITMENT FILE NO. 20627UTG, DATED SEPTEMBER 4, 2020)

TRACTS A, B, C, D AND E, KIRK – WATSON SUBDIVISION, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

AND

(PROVIDED BY THE PLAT OF KIRK–WATSON SUBDIVISION, AS RECORDED ON MARCH 23, 2012 AT RECEPTION NO. 3833960, WELD COUNTY RECORDS)

THAT PARCEL DEDICATED AS 20.00 FEET PUBLIC RIGHT–OF–WAY, BEING THE 20.00 FEET ADJOINING THE EAST BOUNDARY OF TRACT A, PER THE PLAT OF KIRK–WATSON SUBDIVISION, AS RECORDED MARCH 23, 2012 AT RECEPTION NO. 3833960, WELD COUNTY RECORDS CONTAINING 0.270 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 43.42 ACRES, MORE OR LESS AND ARE SUBJECT TO RIGHTS–OF–WAY AND EASEMENTS OF RECORD.



**VICINITY MAP**  
N.T.S.

**OWNER**

RICHMARK REAL ESTATE PARTNERS LLC  
5200 W 20TH STREET  
GREELEY CO 80634

**LANDSCAPE ARCHITECT**

ROB MOLLOY  
980 NORWAY MAPLE DRIVE  
LOVELAND, CO  
970-988-5301

**CIVIL ENGINEER**

WERNSMAN ENGINEERING AND LAND DEVELOPMENT LLC  
ERIC WERNSMAN  
16495 ESSEX RD S  
PLATTEVILLE CO 80651  
CELL 970-539-2656

Sheet List Table	
Sheet Number	Sheet Title
1	Cover Sheet
2	Existing Conditions Map
3	Overall Master Development Plan
4	Development Standards
5	Detail Plans and Public, and Community Facilities

**PROJECT NARRATIVE**

**INTRODUCTION**

THE 46.04 ACRE SITE IS LOCATED AT THE NORTHEAST CORNER OF 32<sup>ND</sup> STREET AND 29<sup>TH</sup> AVENUE AND IS BOUNDED BY VARIOUS COMMERCIAL AND INSTITUTIONAL USES TO THE NORTH, A LARGE RETAIL STORE (WALMART) TO THE EAST; VACANT GROUND TO THE SOUTH ACROSS 32<sup>ND</sup> STREET, AND A COMMERCIAL SUBDIVISION (PLAZA COMMERCIAL PARK) AND VACANT GROUND TO THE WEST. THE HOPE SPRINGS PUD IS BEING PROPOSED ON TRACTS A–E, KIRK–WATSON SUBDIVISION. THE SITE CURRENTLY CONSISTS OF VACANT FARM GROUND WITH THREE DIFFERENT TYPES OF ZONING (C–L, C–H AND R–H).

**PROPOSED DEVELOPMENT**

THE HOPE SPRINGS PUD IS DESIGNED TO PROMOTE A MIX OF LAND USES INCLUDING SINGLE–FAMILY, DUPLEXES, MULTI–FAMILY, AND COMMERCIAL. SINGLE–FAMILY UNITS AND DUPLEXES ARE PRIMARILY LOCATED ON THE NORTH HALF OF THE SITE. THE MULTI–FAMILY, DETENTION POND, AND MOST OF THE COMMON OPEN SPACE ARE LOCATED ON THE SOUTH HALF OF THE SITE. THE DETENTION POND HAS BEEN LOCATED ON THE SOUTHERN PORTION OF THE SITE FOR PRACTICAL PURPOSES, BUT ALSO TO PRODUCE A LARGE BUFFER BETWEEN THE MAIN THROUGHFARE (32<sup>ND</sup> STREET) AND THE MAJORITY OF THE RESIDENTIAL AREA. THE COMMERCIAL DEVELOPMENT IS LOCATED ALONG THE WEST PROPERTY BOUNDARY, JUST SOUTH OF THE PROPOSED EXTENSION OF 30<sup>TH</sup> STREET, WHICH TIES IN WELL WITH THE EXISTING COMMERCIAL BUSINESSES TO THE WEST OF THE SITE. THE INCLUDED MASTER DEVELOPMENT PLAN AND DEVELOPMENT STANDARDS ARE MEANT TO BE THE GUIDING PLANNING DOCUMENTS FOR THE DEVELOPMENT OF THE PROPERTY.

**INTENT**

THE GOAL OF THE PUD IS TO PROMOTE AFFORDABLE HOUSING WITH A HIGH LEVEL OF COMMUNITY VALUE. THE FLEXIBILITY OF THE PUD ALLOWS FOR SMALLER LOT SIZES, WHICH WILL MAKE THE SINGLE–FAMILY HOMES AND DUPLEXES MORE AFFORDABLE. AMENITIES MAY INCLUDE RECREATION FIELDS/COURTS, A DISC GOLF COURSE, CLUBHOUSE, POOL, COURTYARD, AND A COMMUNITY OPEN SPACE AREA IN THE SOUTHWEST PORTION OF THE SITE THAT WILL PROVIDE ADDITIONAL RECREATIONAL OPPORTUNITIES FOR RESIDENTS.

**STANDARD NOTES**

1. APPROVAL OF SITE CONSTRUCTION PLANS BY THE CITY OF GREELEY SHALL BE REQUIRED (AS APPLICABLE) PRIOR TO ISSUANCE OF BUILDING PERMITS.
2. SIGNAGE SHOWN ON THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY. A SEPARATE SIGN PERMIT SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.
3. ALL EXISTING AND PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. NO BUILDING PERMIT SHALL BE ISSUED FOR THE CONSTRUCTION OF A NEW BUILDING OR STRUCTURE UNLESS THE PROPERTY HAS BEEN PLATTED IN ACCORDANCE WITH THE CITY'S SUBDIVISION REGULATIONS (CHAPTER 3).
5. ALL ELEVATIONS SHOWN ON THESE PLANS ARE TIED TO NAVD 88 DATUM.

**PLANNED UNIT DEVELOPMENT  
CERTIFICATION BLOCK**

THIS PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH THE CITY OF GREELEY DEVELOPMENT CODE REGULATIONS. THIS PRELIMINARY PLANNED UNIT DEVELOPMENT APPROVAL SHALL BE VALID FOR 3 YEARS FROM THE DATE OF THE APPROVAL BY CITY COUNCIL.

RICHMARK REAL ESTATE PARTNERS, LLC  
A COLORADO LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Secretary/Treasurer \_\_\_\_\_

**COMMUNITY DEVELOPMENT DIRECTOR**

Director of Community Development \_\_\_\_\_ Date \_\_\_\_\_

**PLANNING COMMISSION RECOMMENDATION**

Recommended / not recommended by the City of Greeley Planning Commission, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY COUNCIL APPROVAL**

Approved by the Greeley City Council on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Rev. No.	Date	Revision Description
A	2/21/2022	Submittal to City
B	4/12/2022	Submittal to City

DRAWN FOR:  
RICHMARK REAL ESTATE PARTNERS LLC  
2939 65TH AVENUE  
GREELEY, CO 80634  
(970) 346-7900

HOPE SPRINGS PUD  
GREELEY, CO 80634

WERNSMAN ENGINEERING AND LAND DEVELOPMENT LLC  
16495 ESSEX RD S  
PLATTEVILLE CO 80651  
(970) 599-2656  
ericw@wengr.com

DRAWN  
MEH  
CHECKED  
EJW  
DATE  
4/12/2022  
SCALE  
AS SHOWN  
PROJECT #  
PUD2021-0012  
SHEET  
1

1 of 5 SHEETS

COVER SHEET

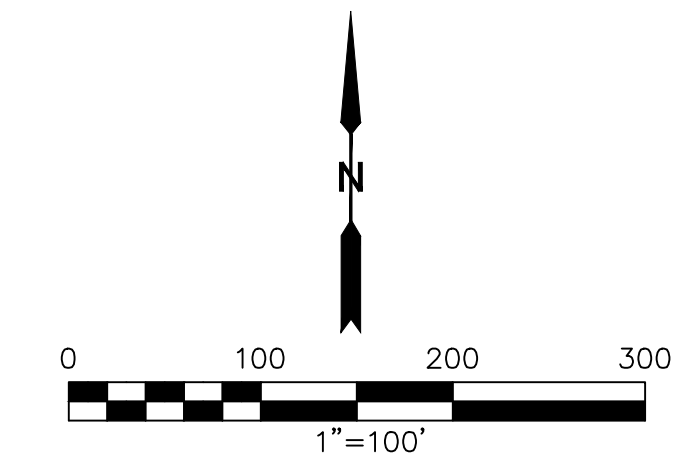
# HOPE SPRINGS PUD

KIRK WATSON SUBDIVISION - FIRST REPLAT  
BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

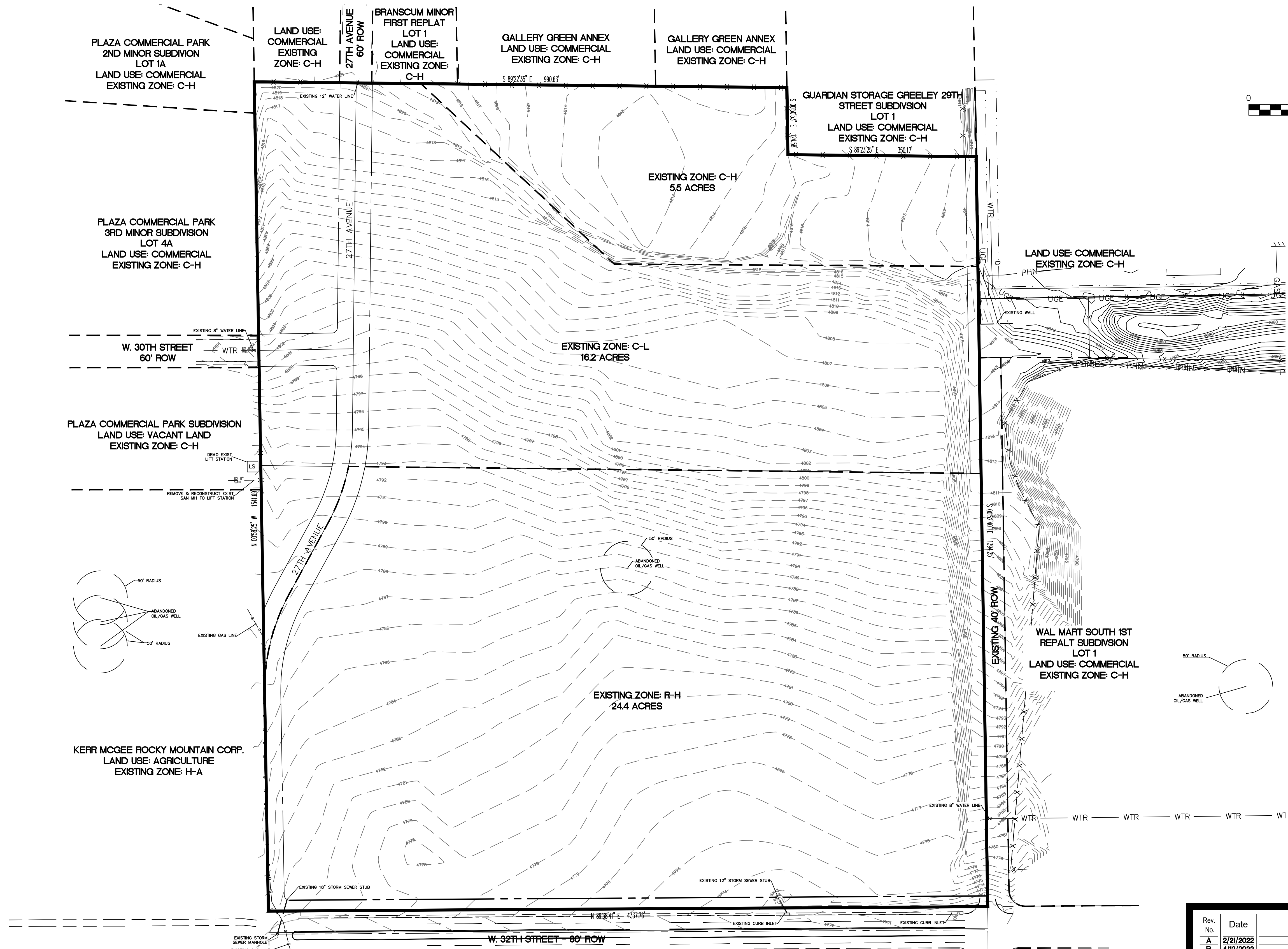
43.42 ACRES  
PROJECT NUMBER: PUD2021-0012



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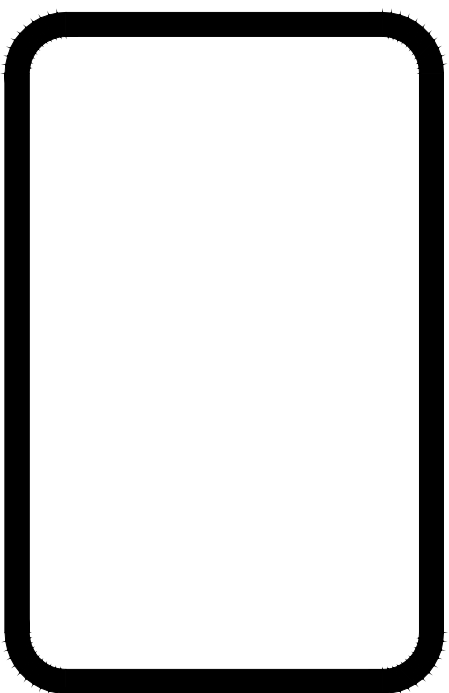
LEGEND		
PROPERTY BOUNDARY	— P.A.	PLANNING AREA
PLANNING AREA BOUNDARY	- - - C-L	COMMERCIAL - LOW DENSITY
ZONING BOUNDARY	- - - C-H	COMMERCIAL - HIGH DENSITY
ROW CENTERLINE	- - - R-L	RESIDENTIAL - LOW DENSITY
EXISTING CONTOUR	- - -	



## EXISTING CONDITIONS MAP

Rev. No.	Date	Revision Description
A	2/21/2022	Submittal to City
B	4/12/2022	Submittal to City

DRAWN FOR:  
RICHMARK REAL ESTATE  
PARTNERS LLC  
2939 65TH AVENUE  
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(970) 346-7900



HOPE SPRINGS PUD  
GREELEY, CO 80634

WERNISMAN ENGINEERING  
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(970) 598-2656  
ericw@wernisman.com

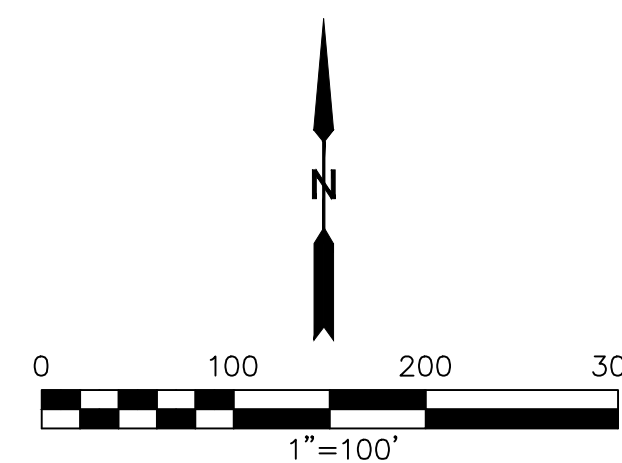
DRAWN	MEH
CHECKED	EJW
DATE	4/12/2022
SCALE	AS SHOWN
PROJECT #	PUD2021-0012
SHEET	2

# HOPE SPRINGS PUD

KIRK WATSON SUBDIVISION - FIRST REPLAT  
 BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
 SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
 CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

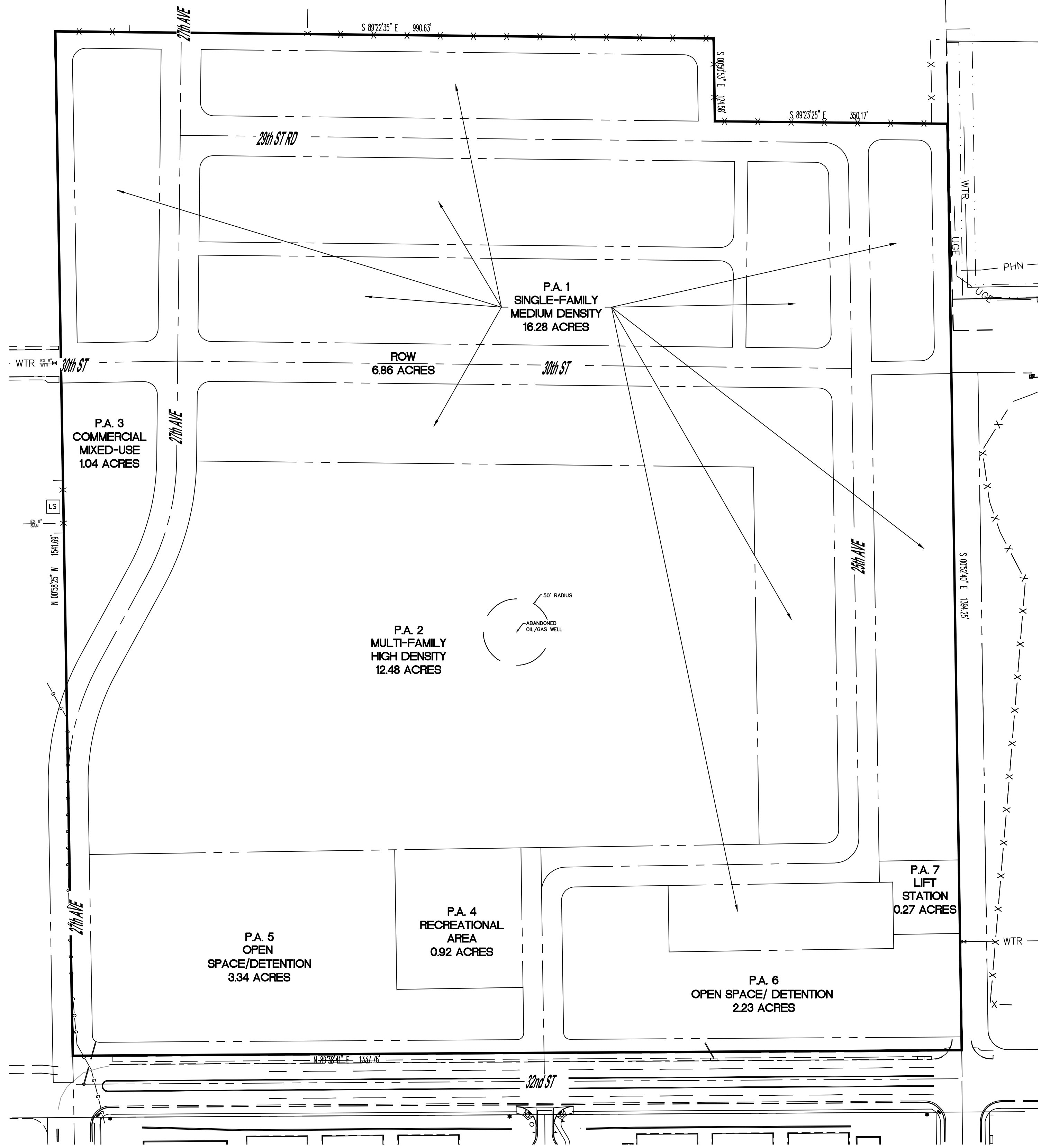
43.42 ACRES  
 PROJECT NUMBER: PUD2021-0012

LEGEND	
PROPERTY BOUNDARY	P.A. PLANNING AREA
PLANNING AREA BOUNDARY	
ZONING BOUNDARY	
ROW CENTERLINE	
EXISTING CONTOUR	



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 GREELEY, CO 80634  
 (970) 346-7900



Site Summary					
Area	Use	Area (Acres)	Density Range (DU per Acres)	Dwelling Units (Maximum)	% of Site
P.A. 1	Single-Family Medium Density	16.28	7-14	232	37.49%
	Subtotal Single-Family	16.28		232	37.49%
P.A. 2	Multi-Family High Density	12.48	16-26	325	28.74%
	Subtotal Multi-Family	12.48		325	28.74%
P.A. 3	Commercial	1.04			2.40%
	Subtotal Commercial	1.04			2.40%
P.A. 4	Recreational Area	0.92			2.12%
P.A. 5	Open Space/Detention	3.34			7.69%
P.A. 6	Open Space/Detention	2.23			5.13%
	Subtotal Open Space/ Detention	6.49			14.95%
P.A. 7	Lift Station	0.27			0.62%
	Subtotal Lift Station	0.27			0.62%
Right-Of-Way	R.O.W.	6.86			15.80%
	Subtotal R.O.W.	6.86			15.80%
TOTAL	Entire Property	43.42		557	100.00%

**LEGAL DESCRIPTION**

(PROVIDED BY UNIFIED TITLE COMPANY TITLE COMMITMENT FILE NO. 20627UTG, DATED SEPTEMBER 4, 2020)

TRACTS A, B, C, D AND E, KIRK - WATSON SUBDIVISION, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

AND

(PROVIDED BY THE PLAT OF KIRK-WATSON SUBDIVISION, AS RECORDED ON MARCH 23, 2012 AT RECEPTION NO. 3833960, WELD COUNTY RECORDS)

THAT PARCEL DEDICATED AS 20.00 FEET PUBLIC RIGHT-OF-WAY, BEING THE 20.00 FEET ADJOINING THE EAST BOUNDARY OF TRACT A, PER THE PLAT OF KIRK-WATSON SUBDIVISION, AS RECORDED MARCH 23, 2012 AT RECEPTION NO. 3833960, WELD COUNTY RECORDS CONTAINING 0.270 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 43.42 ACRES, MORE OR LESS AND ARE SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

HOPE SPRINGS PUD  
 GREELEY, CO 80634

WERNISMAN ENGINEERING  
 AND LAND DEVELOPMENT LLC  
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 ericw@wernisman.com

Rev. No.	Date	Revision Description
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DRAWN  
 MEH  
 CHECKED  
 EJW  
 DATE  
 4/12/2022  
 SCALE  
 AS SHOWN  
 PROJECT #  
 PUD2021-0012  
 SHEET

3

## OVERALL MASTER DEVELOPMENT PLAN

# HOPE SPRINGS PUD

KIRK WATSON SUBDIVISION – FIRST REPLAT  
 BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
 SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
 CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO  
 43.42 ACRES  
 PROJECT NUMBER: PUD2021-0012



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PARTNERS LLC  
2939 65TH AVENUE  
GREELEY, CO 80634  
(970) 346-7900

**RESIDENTIAL BUILDING TYPE & LOT STANDARDS**

PLANNING AREA	BUILDING/LOT TYPES	DEVELOPMENT STANDARDS									
		LOT STANDARDS			MINIMUM SETBACKS [3]				MAXIMUM BUILDING HEIGHT [4]	REAR LOAD (ALLEY) ALLOWED	SHARED DRIVEWAY ALLOWED
AREA	WIDTH	LOT OPEN SPACE	FRONT	INTERIOR SIDE	CORNER SIDE	REAR					
PA 1	SINGLE-FAMILY DETACHED & TWO-FAMILY HOMES	2K+ s.f.	30' - 60'	20%	10'	5' [1]	10'	10'	30'	YES	YES [2]
PA 2	MULTI-FAMILY	N/A	N/A	20% [5]	20'	20'	20'	20'	60'	N/A	N/A

- [1] TWO-FAMILY HOMES MAY BE PLATTED FOR INDIVIDUAL OWNERSHIP OF THE UNIT AND LOT, WITH A 0' INTERIOR SIDE SETBACK.
- [2] PARKING SPACES ON SINGLE-FAMILY DETACHED HOME SITES SHALL BE ALLOWED TO BE LOCATED IN FRONT OF THE DWELLING. IN SUCH CASES, THE FRONT SETBACK SHALL BE SUCH THAT REQUIRED PARKING DOES NOT ENCRoACH ON PUBLIC SIDEWALKS.
- [3] SETBACK ENCROACHMENTS SHALL BE PERMITTED AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.
- [4] HEIGHT EXCEPTIONS SHALL BE PERMITTED AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.
- [5] USABLE OPEN SPACE WITHIN PA 5 SHALL BE ALLOWED TO COUNT TOWARDS THE LOT OPEN SPACE REQUIREMENT FOR PA 2.

**RESIDENTIAL ACCESSORY STRUCTURES**

TYPE	QUANTITY	SIZE	HEIGHT	SETBACKS
MINOR STRUCTURE (SMALL SHED AND SIMILAR STRUCTURES)	AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.			
SECONDARY BUILDING (DETACHED ACCESSORY BUILDING)	AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED, <i>EXCEPT THAT THE SETBACK FROM STREET SIDE SHALL BE 10'</i> .			
OUT-BUILDING (LARGE STORAGE BUILDING, BARN, ETC.)	AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.			

**Residential Frontage Design Standards**

FRONT BUILDING LINE	10' +
FRONT ENTRY FEATURE	PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.
MAXIMUM FRONT DRIVEWAY WIDTH	15' FOR INDIVIDUAL DRIVEWAYS 30' FOR SHARED DRIVEWAYS
GARAGE LIMITATIONS	PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.
LANDSCAPE [1]	50% MINIMUM LANDSCAPE; AND 50% MAXIMUM HARDSCAPE

[1] LANDSCAPE REFERS TO ALLOCATION OF SPACE BETWEEN FRONT LOT LINE AND FRONT BUILDING LINE.

**Building Design Standards**

WALL PLANE LIMITS	PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.
BLANK WALL LIMITS	
ROOF PANE LIMITS	
TRANSPARENCY MATERIALS	

**HOUSING DIVERSITY**

Planning Area 1	Shall consist of a mix of single-family detached and two-family attached housing (duplexes).
Planning Area 2	Shall consist of apartment housing.

**Residential Fences & Walls**

AS ALLOWED BY THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.

**NOTE**

THE DEVELOPMENT STANDARDS OF THIS PUD SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THIS PLANNED COMMUNITY, EXCEPT WHERE THE PROVISIONS OF THE PUD DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT. FOR SUBJECTS NOT ADDRESSED HEREIN, THE APPROPRIATE JURISDICTIONAL REGULATIONS AND CODES SHALL TAKE PRECEDENCE, AND THE MOST RESTRICTIVE STANDARDS, AND CODE STANDARDS AS AMENDED SHALL APPLY.

**Required Parking**

USE CATEGORY/SPECIFIC USE	MINIMUM PARKING RATE
<b>RESIDENTIAL</b>	
SECONDARY DWELLING	1/BEDROOM
DWELLINGS (DETACHED, MANUFACTURED)	2/UNIT BLOCKS WITHOUT ON-STREET PARKING MAY REQUIRE GUEST PARKING WITHIN 250' OF UNITS
DWELLINGS (ATTACHED, MULTIPLE, OR MIXED)	2/UNIT (DUPLICES) 1/BEDROOM (APARTMENTS) GUEST PARKING SHALL BE PROVIDED BY ADJACENT, ON-STREET PARKING
SENIOR LIVING (INDEPENDENT)	SAME AS DWELLINGS (ATTACHED, MULTIPLE, OR MIXED)
SENIOR LIVING (ASSISTED OR NURSING)	1/4BEDS + 2 PER 3 EMPLOYEES
GROUP HOME (UP TO 8 UNITS)	SAME AS DWELLINGS (DETACHED, MANUFACTURED) + 2 PER 3 EMPLOYEES
GROUP HOME (MORE THAN 8 UNITS)	1/2 BEDS + 2 PER 3 EMPLOYEES
<b>PUBLIC/CIVIC</b>	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	
<b>COMMERCIAL</b>	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	
<b>INDUSTRIAL</b>	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	
<b>AGRICULTURE</b>	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	

\*MAXIMUM PARKING AND PARKING REDUCTION STANDARDS SHALL BE PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.

**Bicycle Parking**

ACTIVITY	REQUIRED SPACES
PRIMARY OR SECONDARY SCHOOL	10% OF THE STUDENT CAPACITY + 3% OF EMPLOYEES
RETAIL OR OFFICE USES	10% OF THE REQUIRED VEHICLE SPACES
RECREATION AND COMMUNITY FACILITIES	15% OF THE REQUIRED VEHICLE SPACES
OTHER INSTITUTIONAL, EMPLOYMENT, INDUSTRIAL OR ENTERTAINMENT USES	5% OF THE REQUIRED VEHICLE SPACES
MULTI-UNIT RESIDENTIAL BUILDINGS	50% OF THE UNITS OR 33% OF THE BEDROOMS, WHICHEVER IS GREATER

**Applicability**

THE DESIGN STANDARDS OF THIS PUD SHALL APPLY TO THE FOLLOWING CIRCUMSTANCES:	
ACTIVITY	APPLICABILITY OF STANDARDS
SITE OR LANDSCAPE WORK ON LESS THAN 50% OF THE LOT.	PUD STANDARDS ONLY APPLY TO CHANGES ASSOCIATED WITH THE PROPOSED WORK, AND ONLY TO THE EXTENT THAT ANY NON-CONFORMING SITUATIONS FOR THE ENTIRE SITE ARE BROUGHT CLOSER TO COMPLIANCE.
SITE OR LANDSCAPE WORK ON 50% OR MORE OF THE LOT.	ALL SITE AND LANDSCAPE IMPROVEMENTS FOR THE ENTIRE LOT SHALL BE BROUGHT INTO COMPLIANCE WITH THE PUD STANDARDS.
REHABILITATION, REMODELING OR ADDITIONS TO BUILDINGS THAT ADD MORE THAN 200 SQUARE FEET TO THE BUILDING FOOTPRINT OR MASS, BUT LESS THAN 50%.	PUD STANDARDS ONLY APPLY TO CHANGES ASSOCIATED WITH THE PROPOSED WORK, AND ONLY TO THE EXTENT THAT ANY NON-CONFORMING SITUATIONS FOR THE ENTIRE SITE ARE BROUGHT CLOSER TO COMPLIANCE. HOWEVER, STAFF MAY REQUIRE FULL COMPLIANCE FOR THE BUILDING AND LOT FOR ANY REHABILITATION, REMODEL OR ADDITION THAT IS GREATER THAN 75% OF THE ASSESSED VALUE.
NEW PRIMARY STRUCTURE; OR REHABILITATION, REMODELING OR ADDITIONS TO THE BUILDING THAT ADD MORE THAN 50% TO THE BUILDING FOOTPRINT OR MASS.	ALL PUD STANDARDS FOR THE ENTIRE BUILDING AND LOT SHALL BE MET.
ORDINARY MAINTENANCE	PUD STANDARDS SHALL NOT APPLY TO ORDINARY MAINTENANCE OF EXISTING BUILDINGS, EXCEPT THAT MAINTENANCE TO ANY BUILDING MAY NOT OCCUR IN A MANNER THAT BRINGS THE BUILDINGS OR SITE TO A GREATER DEGREE OF NON-CONFORMANCE WITH THESE PUD STANDARDS.

**Required Neighborhood Features**

PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.

**Neighborhood Feature & Common Area Types**

PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED. IN ADDITION TO THOSE NEIGHBORHOOD FEATURES AND COMMON AREAS STATED IN THE CODE, THE FOLLOWING FEATURES SHALL BE ALLOWED WITHIN THE PUD.

TYPE	SIZE	FEATURE POINTS
RECREATION FIELD/COURT	3K S.F. MIN.	1 PER FIELD/COURT
DISC GOLF COURSE	5 ACRE MIN.	2 PER COURSE

**PERIMETER LANDSCAPING DESIGN**

TYPE	WIDTH	PLANT REQUIREMENTS (PER 100 LINEAR FEET)		
		TREES	EVERGREEN	SHRUBS
TYPE A	10'	2	N/A	16
TYPE B	15'	2	2	16
DESIGN DETAILS & ALTERNATIVES:	All landscape requirements may be reduced by 25% if used in combination with decorative walls, fences, or berms meeting applicable City of Greeley standards.			

HOPE SPRINGS PUD  
GREELEY, CO 80634

WERNISMAN ENGINEERING  
AND LAND DEVELOPMENT LLC  
16488 ESSEX RD S  
PLATTEVILLE CO 80651  
(970) 598-2656  
erl@wernisman-engineer.com

DRAWN  
MEH  
CHECKED  
EJW  
DATE  
4/12/2022  
SCALE  
AS SHOWN  
PROJECT #  
PUD2021-0012  
SHEET  
4  
4 OF 5 SHEETS

Rev. No.	Date	Revision Description
A	2/21/2022	Submittal to City
B	4/12/2022	Submittal to City

# DEVELOPMENT STANDARDS

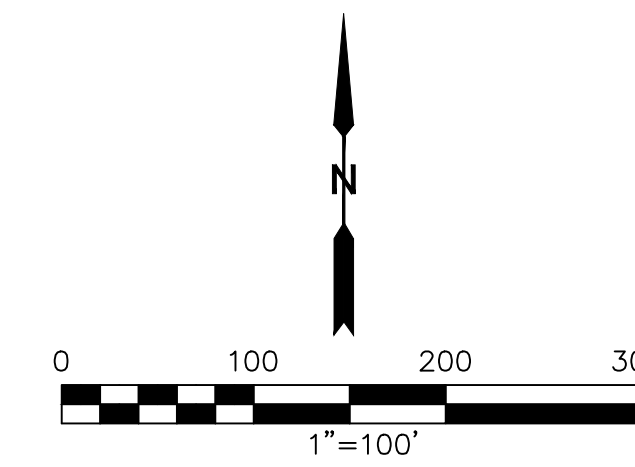
# HOPE SPRINGS PUD

KIRK WATSON SUBDIVISION - FIRST REPLAT  
BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO  
43.42 ACRES  
PROJECT NUMBER: PUD2021-0012

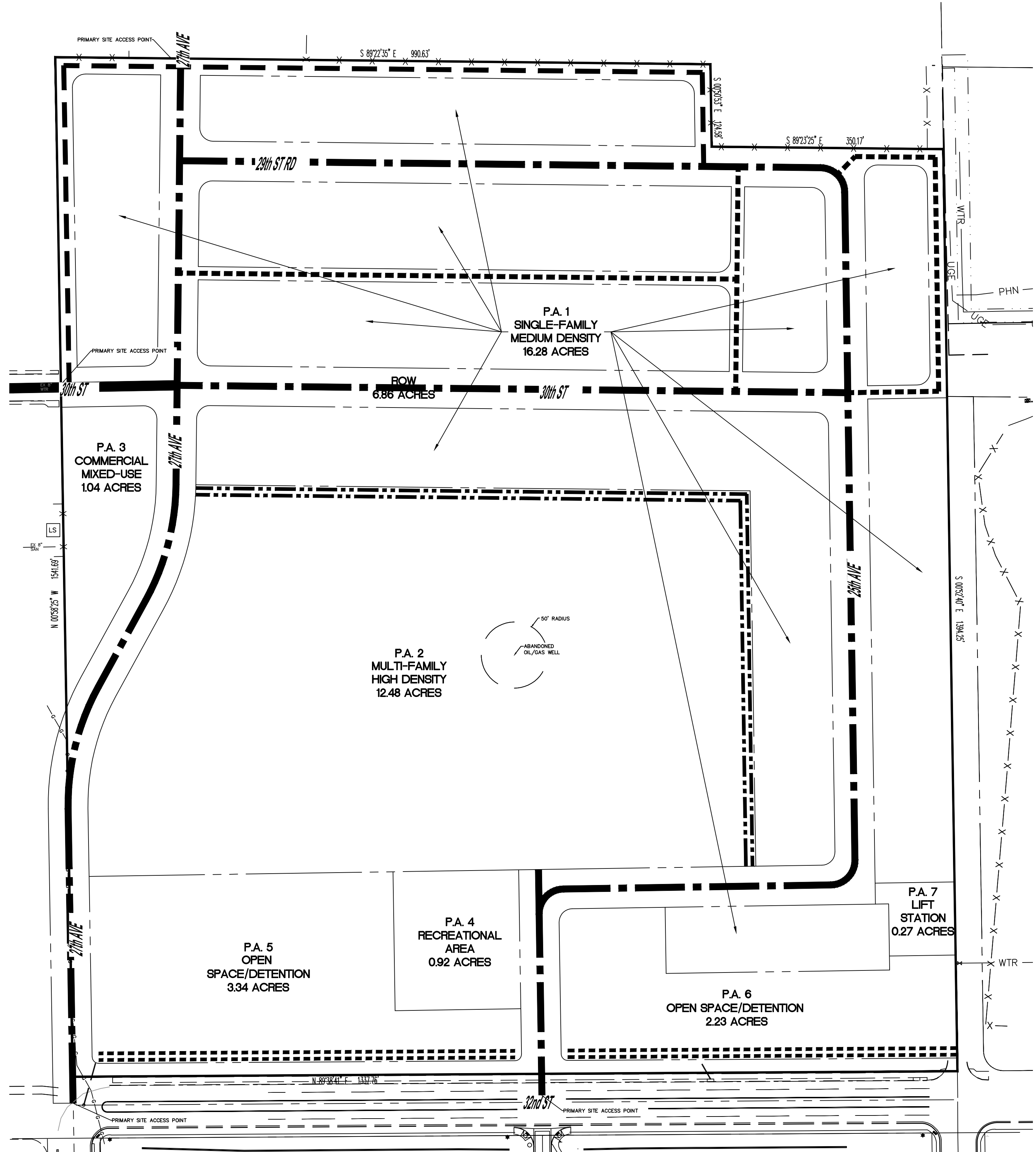
LEGEND	
PROPERTY BOUNDARY	———
PLANNING AREA BOUNDARY	- - - - -
ZONING BOUNDARY	- · - · -
ROW CENTERLINE	— · — · —
EXISTING CONTOUR	· · · · ·



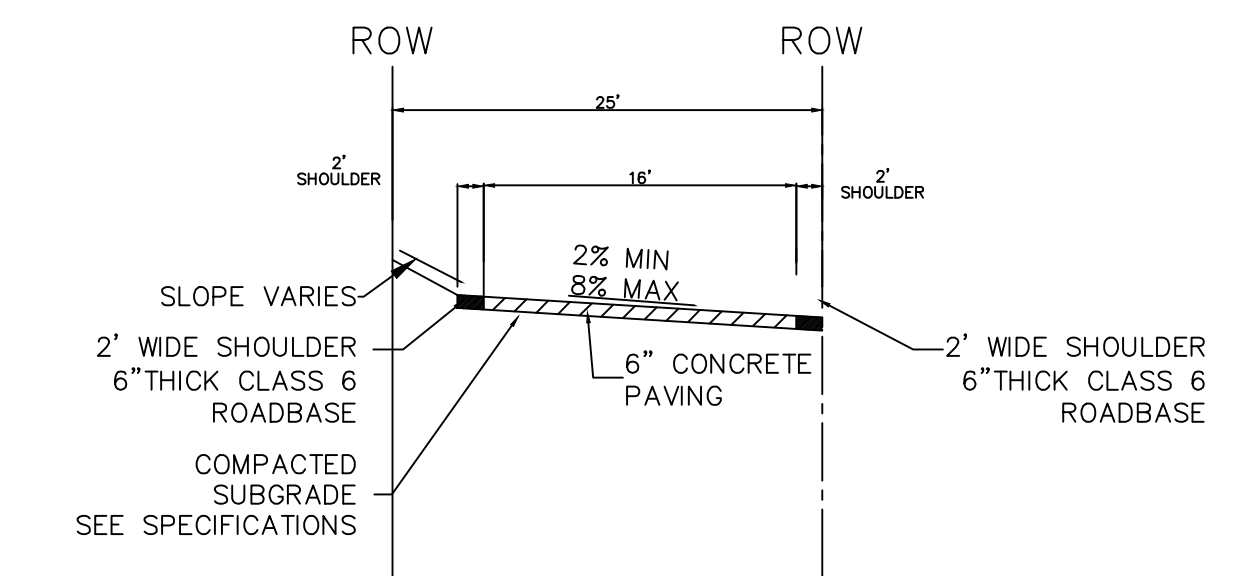
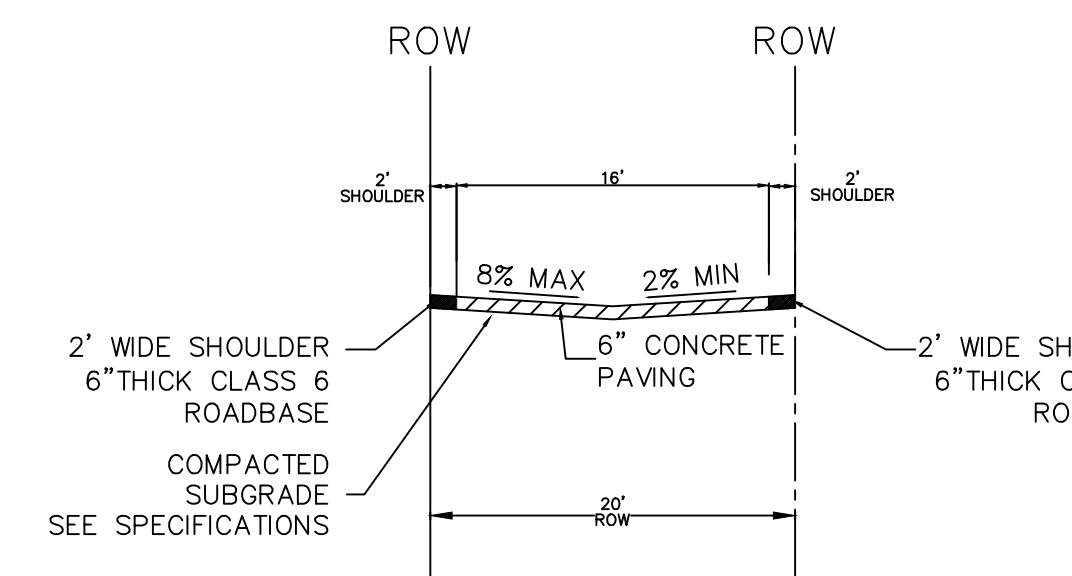
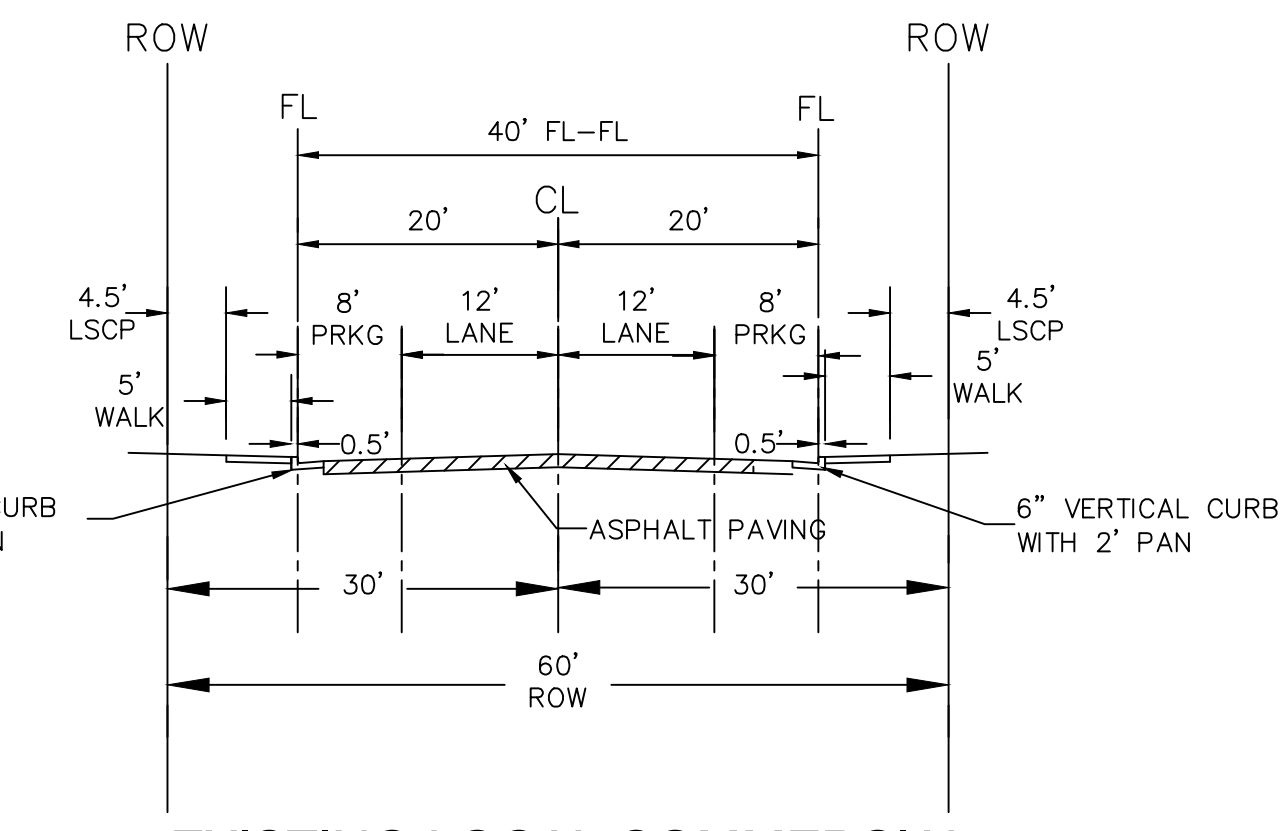
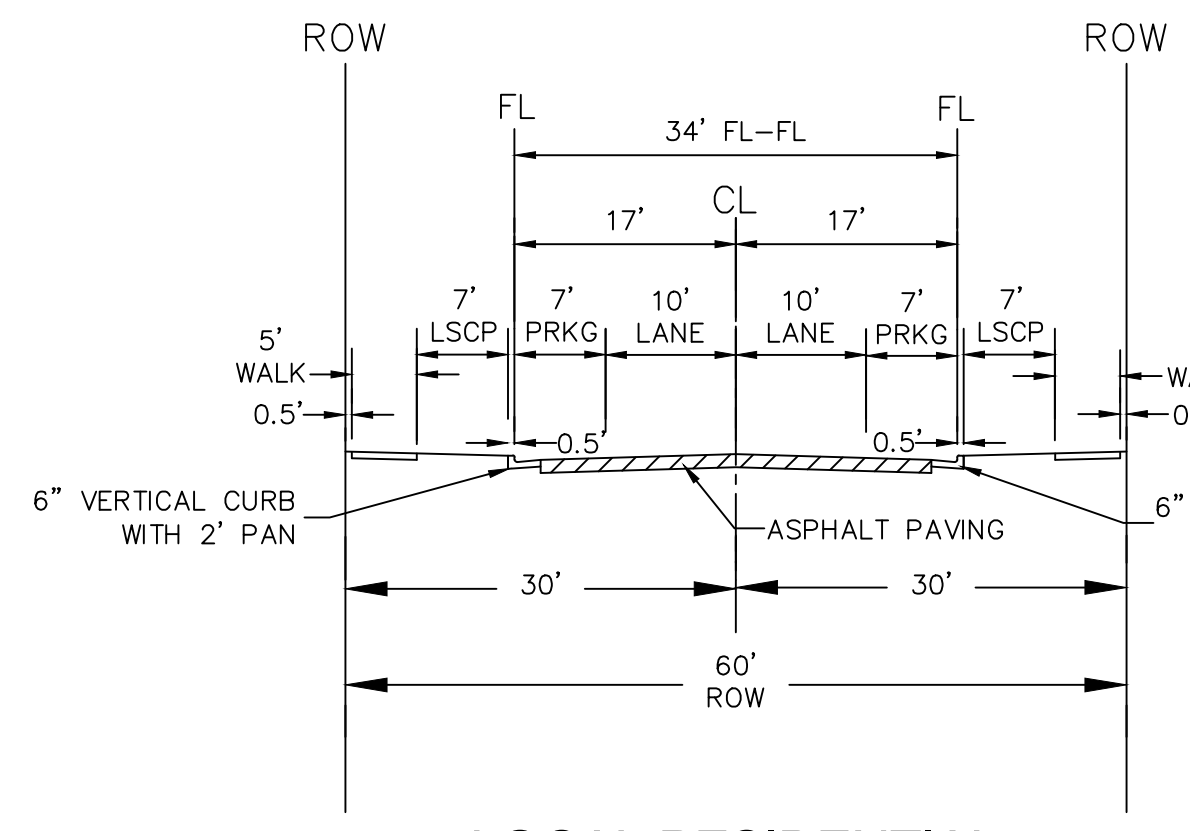
Know what's below.  
Call before you dig.



DRAWN FOR:  
RICHMARK REAL ESTATE  
PARTNERS LLC  
2939 65TH AVENUE  
GREELEY, CO 80634  
(970) 346-7900



Commitments Matrix					
Improvement or Commitment	Plan Preparation and Approval	Construction Timing	Construction Responsibility	Maintenance Responsibility	Ownership
ROW Dedication and Street Construction	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	City of Greeley	City of Greeley
Recreational Area (P.A. 4)	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	HOA	HOA
Open Space/Detention (P.A. 5)	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	HOA	HOA
Open Space/Detention (P.A. 6)	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	HOA	HOA
Lift Station (P.A. 7)	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	City of Greeley	City of Greeley



TYPE A PERIMETER TREATMENT ———  
TYPE B PERIMETER TREATMENT ·····

Rev. No.	Date	Revision Description
A	2/21/2022	Submital to City
B	4/12/2022	Submital to City

## DETAIL PLANS AND PUBLIC, AND COMMUNITY FACILITIES

HOPE SPRINGS PUD  
GREELEY, CO 80634

WERNSMAN ENGINEERING  
AND LAND DEVELOPMENT LLC  
16468 ESSEX RD S  
PLATTEVILLE CO 80651  
(970) 598-2656  
erincw@engr.com

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SHEET  
**5**  
5 of 5 SHEETS

# [EXTERNAL] Support for Hope Springs

amruge@juno.com

Mon 5/2/2022 5:17 PM

To: Josh Olhava <Josh.Olhava@Greeleygov.com>;

This brief email is to voice my support of the Hope Springs development to be discussed at the meeting on Thursday, May 5th. For more than 30 years the Greeley-Weld Habitat for Humanity affiliate has been building quality, affordable homes to house qualified, hard working homeowners. The need is even greater now and this planned development will help many families afford 'forever' homes.

Thank you,  
Marian Ruge

**CAUTION:** This email is from an **external** source. Ensure you trust this sender before clicking on any links or attachments.

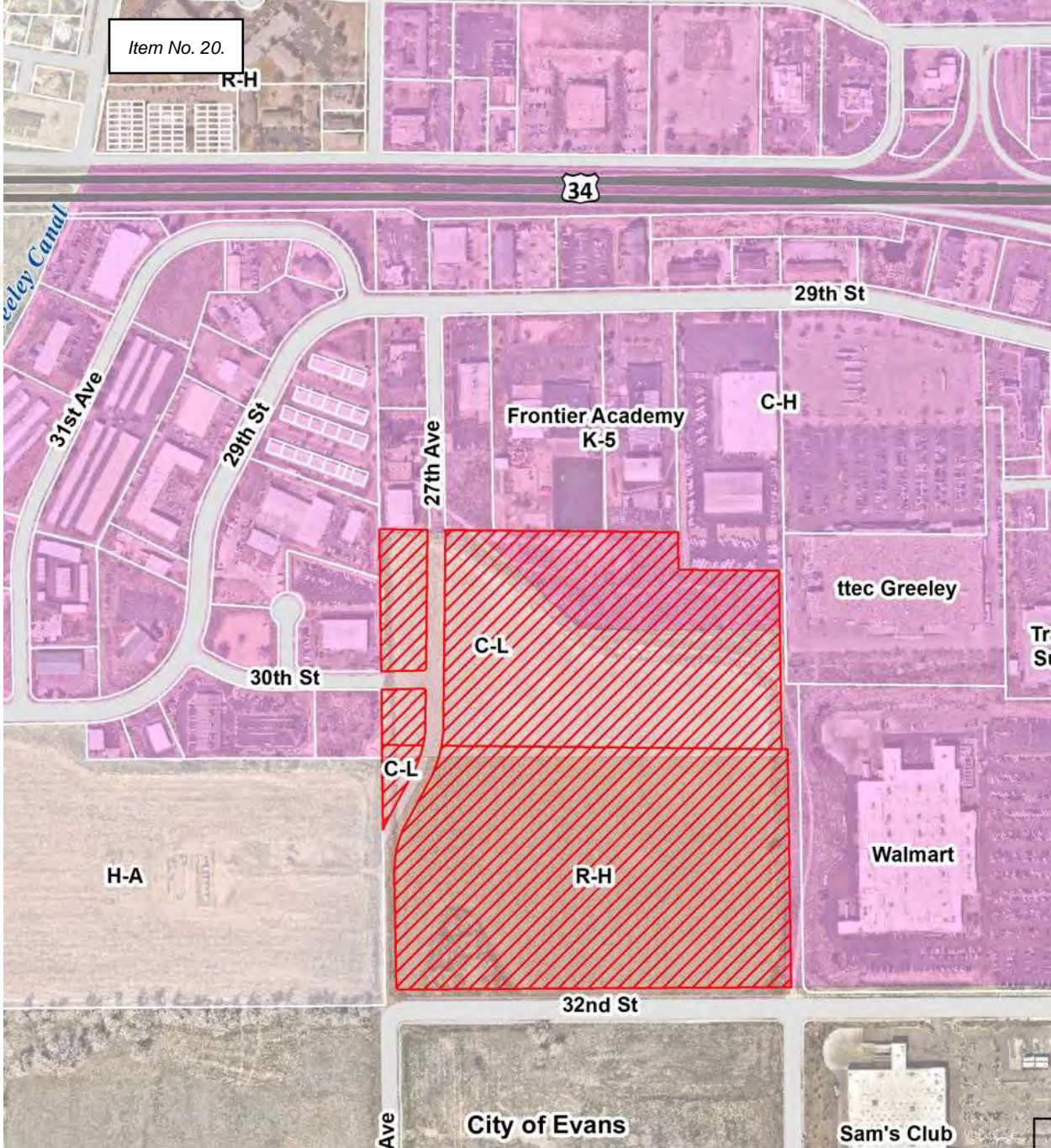
# Hope Springs PUD

## Rezoning and PUD Plan

**ZON2022-0007**  
**PUD2021-0012**

**City Council**  
**August 2, 2022**  
**Michael Garrott, Planning Manager**





## Proposed rezone from C-L, C-H and R-H to PUD



# Request & Site Background

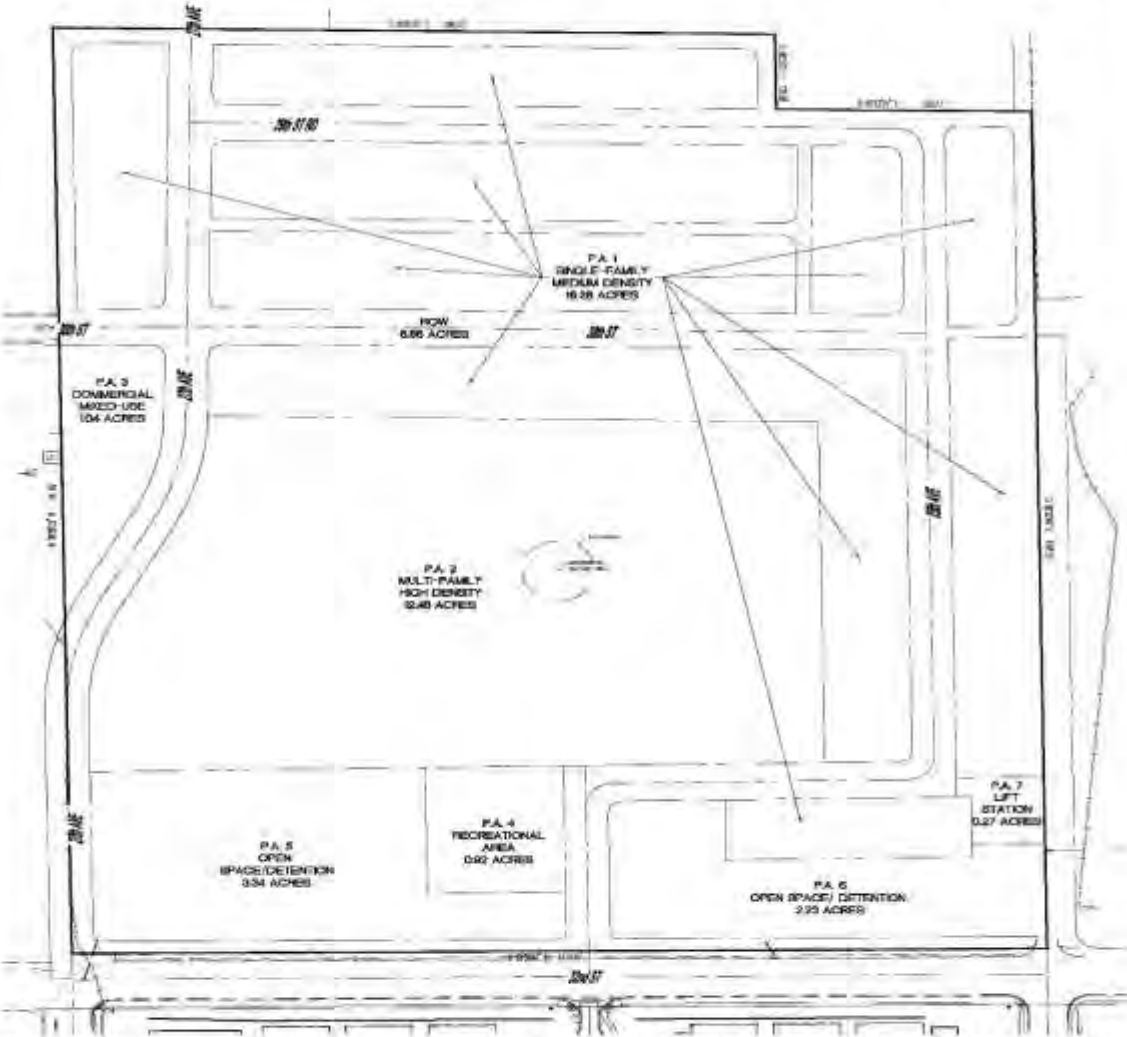
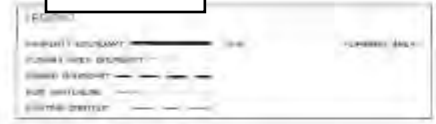
- 1. Rezone 43.42 acres from R-H (Residential High Density), C-L (Commercial Low Intensity) and C-H (Commercial High Intensity) to PUD (Planned Unit Development –Hope Springs)**
  
- 2. Hope Springs PUD Plan**
  - **Proposed mixed-use development to include single family, duplex, multi-family, commercial and open space**
  
- 3. The Planning Commission approved the preliminary subdivision plat (known as the Kirk-Watson Subdivision, First Replat, pending City Council’s decision on the rezone request.**
  
- 4. The existing zoning has been in place since 1987**
  - **Property has remained undeveloped**

# **Rezone and PUD Plan Request**

- **43.42-acre site**
- **16.28-acres of single-family medium density (attached and detached)**
  - **Smaller lot sizes anticipated for low-income housing opportunity**
- **12.48-acres of multi-family**
- **Up to a total of 557 residential dwelling units**
- **1.04-acres of commercial**
- **6.49-acres of open space / stormwater detention and recreational areas**

# HOPE SPRINGS PUD

KIRK WATSON SUBDIVISION - FIRST REPLAT  
 BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,  
 SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.  
 CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO  
 43.42 ACRES  
 PROJECT NUMBER: PUD2021-0012



Area	Use	Area (Acres)	Density Range (DUs per Acre)	Dwelling Units (Dwelling)	% of Site
PA 1	Single-Family Medium Density	16.28	2-44	300	37.4%
PA 2	Multi-Family High Density	12.48	16-20	265	33.7%
PA 3	Subtotal Multi-Family	28.76		565	33.7%
PA 4	Commercial	1.04		400	2.4%
PA 5	Recreational Area	3.24		0	7.5%
PA 6	Open Space/Retention	2.21		0	5.1%
PA 7	Lift Station	0.27		0	0.6%
High-Of-Way	Right-of-Way	4.42		0	10.0%
TOTAL	Site Property	43.42		1065	

**LEGAL DESCRIPTION**

PREPARED BY LANDS, THE COUNTY OF WELD, COLORADO, AND THE CITY OF GREELEY, COLORADO, ON SEPTEMBER 8, 2021.

TRACTS 6, 7, 8 AND 9 OF THE KIRK WATSON SUBDIVISION, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

AND

PREPARED BY THE CITY OF WATSON SUBDIVISION, AS PROVIDED BY PARCEL 122, SECTION 41, WELLS COUNTY, COLORADO.

THIS PLAN IS PREPARED BY THE ENGINEER AND LAND DEVELOPER AND IS SUBJECT TO THE CITY OF GREELEY, COLORADO, AND THE COUNTY OF WELD, COLORADO, AND THE CITY OF WATSON SUBDIVISION, AS PROVIDED BY PARCEL 122, SECTION 41, WELLS COUNTY, COLORADO.

THE ABOVE DESCRIBED PARCELS OF LAND TOTALING 43.42 ACRES ARE OF LESS AND ARE SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS AS SHOWN.

## OVERALL MASTER DEVELOPMENT PLAN

No.	Date	Revision Description
1	2/21/2021	Initial Issue

DRAWN FOR  
 HIGHMARK REAL ESTATE PARTNERS LLC  
 2800 65TH AVENUE  
 GREELEY CO 80634  
 (970) 346-7600

HOPE SPRINGS PUD  
 GREELEY, CO 80634

WERNER ENGINEERING  
 AND LAND DEVELOPMENT LLC  
 1440 E 15TH ST  
 PLATTEVILLE CO 80651  
 (970) 338-2859  
 erf@wernereng.com

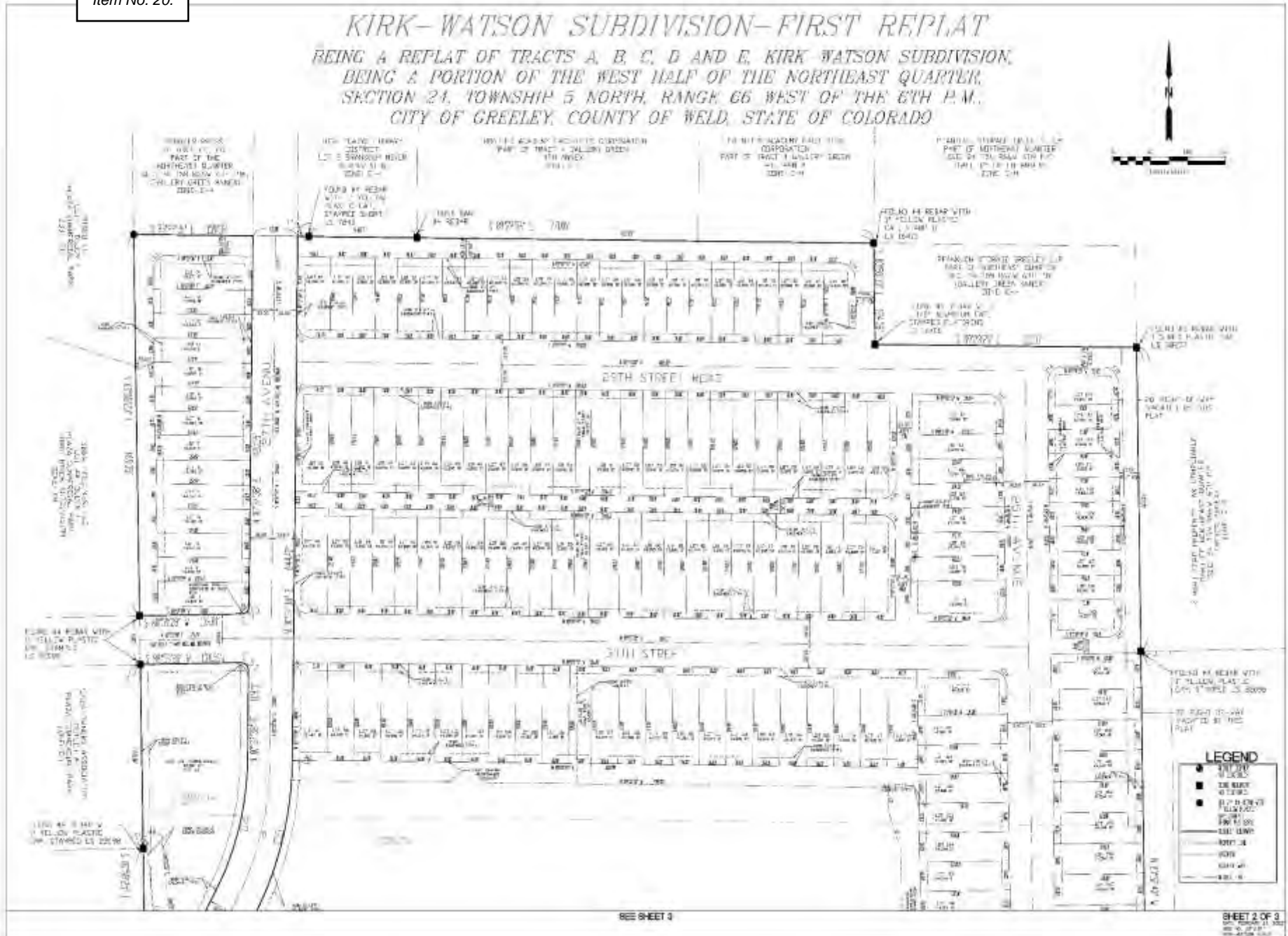
DATE  
 2/21/2021  
 AS SHOWN  
 PUD2021-0012

# Variation of standards

- **Planning Area 1**
  - **Rear setback reduction from the require 20 feet to 10 feet**
  - **Interior side setbacks reduced from 5 feet to 0 feet for two-family units only**
  - **Accessory Structures**
    - **Reduce street side setbacks from 20 feet to 10 feet**
- **Planning Area 2**
  - **Front setback reduction from 25 feet to 20 feet**

# Preliminary Plat

- **Preliminary Plat – PC approved**
  - **176 lots**
    - **22 single-family lots**
    - **152 duplex lots (76 buildings)**
    - **1 future multi-family lot**
    - **1 future commercial lot**
    - **7 outlots (open space, drainage, utilities, landscaping)**







Item No. 20.



Item No. 20.



# Approval Criteria

Item No. 20.

## **Rezone and PUD Plan Criteria – 24-625(C)(3) – Eight criteria evaluated for the Rezone application and PUD Plan -24-663(b)**

- **The proposed Rezone is consistent with the criteria as outlined in your Summary**
- **PUD Plan is consistent with the Comprehensive Plan**

## Notification

- **Neighborhood Meeting on May 5, 2022,**
- **No concerns were raised at the meeting**
- **Notice letters were mailed to property owners within 500 feet of site**
- **Signs were posted on the site(s) & newspaper notice was published**
- **No inquiries have been received**

# Recommendation

**Planning Commission reviewed the requests and conducted a public hearing on June 28, 2022 and voted unanimously to recommend approval for both items**

# Council Agenda Summary

August 2, 2022

Key Staff Contact: Heidi Leatherwood, City Clerk, 970-350-9742

**Title:**

Appointment of applicants to the Water & Sewer Board

**Summary:**

Council appointment is needed to the above-mentioned Boards and Commissions due to vacancies and term expirations. City staff continues to actively recruit to fill all other vacant positions

**Fiscal Impact:**

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

**Legal Issues:**

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from servicing on a Board or Commission in general, just that particular agenda item.

**Other Issues and Considerations:**

Not applicable

**Strategic Work Program Item or Applicable Council Priority and Goal:**

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

**Decision Options:**

- 1) Appoint or reappoint the individuals to serve on applicable board or commission;  
or
- 2) Direct staff to re-advertise applicable vacancy.

**Council's Recommended Action:**

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

**Attachments:**

Ballot

August (W&S) 2022 Boards and Commissions Transmittal Summary



Applicants for the boards and/or commissions listed below are in alphabetical order and recommendations from the interview team are shown in bold.

\*\*\*\*\* BALLOT \*\*\*\*\*

<b>Water &amp; Sewer Board</b>	
<i>1 Position</i>	
<input type="checkbox"/>	Harold Evans (I)
<input type="checkbox"/>	Emily Royse
<input type="checkbox"/>	(Recruit For Additional Applicants)

(I) = Incumbent

# Boards & Commissions Transmittal

July 7, 2022

Key Staff Contact: Allie Powell, Assistant City Clerk, 350-9746

Interview Date

July 26, 2022

Council Interview Team

Mayor Gates & Council

Council Appointment Date

August 2, 2022

Boards and Commissions Being Interviewed

- **Water & Sewer Board**

Council's Recruitment and Qualifications Policy

General recruitment efforts shall be made with special measures being taken to balance ward representation and attract minority and special population applicants. Generally, volunteers will be limited to serving on one board or commission at a time. (14.2. (c)(2) City Council, Policies and Protocol)

Demographic information of existing board members and any specialty requirements are contained within the attached Membership Rosters.

Legal Issues

The City Attorney's Office reviewed the applications and the attached memorandum addresses any potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Applicable Council Goal or Objective

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

Decision Options

1. Recommend candidates for appointment; or
2. Direct staff to re-advertise applicable vacancy.

Attachments

1. Interview Schedule
2. Conflict Memorandum from City Attorney's Office
3. Sample Ballot
4. Membership Rosters & Input from above mentioned Boards and Commissions
5. Applications of those being considered for interview and/or considered for appointment

Transmittal reviewed by:  Raymond Lee, City Manager  Heidi Leatherwood, City Clerk



# Council Agenda Summary

**Title:**

Scheduling of Meetings, Other Events

**Summary:**

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Planning Calendar and Schedule for City Council Meetings and Work Sessions and make any necessary changes regarding any upcoming meetings or events.

**Attachments:**

Council Master Events Calendar

Council Meeting and Work Session Schedule/Planning Calendar

# August 1, 2022 - August 7, 2022

August 2022

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			

September 2022

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, August 1

5:30pm - 6:30pm High Plains Chautauqua- Becoming America Event (Big Tent, Aims Community College by the Cornerstone Building)

## Tuesday, August 2

6:00pm - City Council Meeting (Council Chambers and via Zoom) - Council Master Calendar

## Wednesday, August 3

## Thursday, August 4

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

6:00pm - 8:30pm North Front Range MPO Meeting (Olson/Payton)

## Friday, August 5

## Saturday, August 6

## Sunday, August 7

# August 8, 2022 - August 14, 2022

August 2022

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			

September 2022

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, August 8

## Tuesday, August 9

- 6:00pm - 7:30pm Council mid-year check in with Municipal Judge (Executive Session) - Council Master Calendar
- 6:00pm - City Council Worksession Meeting (Council Chambers and via Zoom) - Council Master Calendar ↻

## Wednesday, August 10

## Thursday, August 11

- 7:30am - Poudre River Trail (Hall) ↻

## Friday, August 12

## Saturday, August 13

## Sunday, August 14

# August 15, 2022 - August 21, 2022

August 2022

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		

September 2022

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, August 15

## Tuesday, August 16

6:00pm - City Council Meeting - Council Master Calendar

## Wednesday, August 17

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

## Thursday, August 18

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

1:00pm - 2:00pm Meeting for Councilmember DeBoutez  
(R\_CH\_Second Floor Room 2103 - WiFi Ready) - Council Master Calendar

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

## Friday, August 19

## Saturday, August 20

## Sunday, August 21

# August 22, 2022 - August 28, 2022

August 2022							September 2022							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
		1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	
28	29	30	31				25	26	27	28	29	30		

## Monday, August 22

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

## Tuesday, August 23

- 6:00pm - 7:30pm Council mid-year check in with City Manager (Executive Session) - Council Master Calendar
- 6:00pm - City Council Worksession Meeting - Council Master Calendar ↻

## Wednesday, August 24

## Thursday, August 25

- 7:30am - Poudre River Trail (Hall) ↻

## Friday, August 26

## Saturday, August 27

## Sunday, August 28

<b>City Council Meeting Scheduling 2022</b>			
	as of 7/26/2022		
	This schedule is subject to change		
Date	Description	Sponsor	Placement/Time
August 9, 2022	Worksession Meeting (Mayor Pro Tem presiding)	Meeting Cancelled	
August 16, 2022	Council Meeting	Intro & 1st Rdg Ord - Amending Title 18 regarding Event and Assembly Permits (note PH is on 9/6)	Stacey Aurzada Consent
		Intro & 1st Rdg Ord - Amending Title 16, Chptr 1, Art XVIII - GMC re Towing (note PH is on 9/6)	Will Jones/Adam Turk Consent
		Intro & 1st Rdg Ord - Update W&S Dept. Design Criteria and Standards (note PH is on 9/6)	Sean Chambers Consent
		2nd Rdg Ord & PH - Additional Appropriation	John Kerner Regular
		2nd Rdg Ord & PH - Disposition of 28th Street Property	Lindsay Kuntz Regular
		2nd Rdg Ord & PH - 3115 35th Avenue Rezone	Becky Safarik Regular
August 23, 2022	Worksession Meeting	2nd Rdg Ord & PH - Amending Title 1, Chptr 10, 11, 12 and Title 2, Chptr 12 - GMC re Code Compliance	Becky Safarik Regular
		Compensation and Classification Project update (tentative)	Paul Fetherston
		Planning Commission Board Interviews	City Clerk 0.5
September 6, 2022	Council Meeting	Executive Session- Council mid-year check in with Municipal Judge	Doug Marek Executive Session
		Proclamation- Hispanic Heritage Month- Betsy Valdez	Betsy Valdez Intro
		Proclamation - Boy Scout Troop 13	Mayor Intro
		Proclamation - Greeley Rail Safety Week	Mayor Intro
		Intro & 1st Rdg Ord -Setting Ward Boundaries (Note PH is on 9/20)	Becky Safarik Consent
		Intro & 1st Rdg Ord Appropriation and Compensation Plan (Note PH is on 9/20)	Paul Fetherston Consent
		2nd Rdg and PH - Amending Title 18 regarding Event and Assembly Permits	Stacey Aurzada Regular
		2nd Rdg Ord & PH - Amending Title 16, Chptr 1, Art XVIII GMC re Towing	Will Jones Regular
		2nd Rdg Ord & PH - Update W&S Dept. Design Criteria and Standards	Sean Chambers Regular
		Board & Commission Appointments	City Clerk Regular
	Executive Session- Council mid-year check in with City Manager	Doug Marek Executive Session	