

Greeley City Council Agenda

Regular Meeting

Tuesday, July 19, 2022 at 6:00 p.m.

City Council Chambers at City Center South, 1001 11th Ave, Greeley, CO 80631
Zoom Webinar link: <https://greeleygov.zoom.us/j/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.

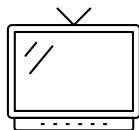
City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

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.



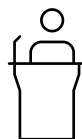
Meetings are livestreamed on the City's website, greeleygov.com as well as YouTube at youtube.com/CityofGreeley

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

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

Comment in real time:

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



In person attendees can address the Council in the Chambers.



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

Submit written comments:



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



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





City Council Agenda

July 19, 2022 at 6:00 PM

City Council Chambers, City Center South, 1001 11th Ave & via Zoom at <https://greeleygov.zoom.us/j/91910136877>

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

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.

9. Approval of the City Council Proceedings of June 7, 2022
10. Acceptance of the Reports of the City Council Work Sessions of June 14, 2022 and June 28, 2022
11. Approve a Resolution Authorizing Approval of a Grant Agreement and Offer of Funding for Airport Improvement Project Runway Rehabilitation Design at the Greeley-Weld County Airport
12. Introduction and First Reading of an Ordinance Amending Title 22, Buildings and Construction, Relating to the Adoption of the 2021 International Codes
13. Introduction and First Reading of 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 (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 the Hope Springs PUD

- [14.](#) Introduction and First 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
- [15.](#) Introduction and First 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)

End of Consent Agenda

- [16.](#) Pulled Consent Agenda Items
- [17.](#) Public Hearing and Second Reading of an Ordinance for Conveyance of Easements for the Loveland Centerra Trail at Boyd Lake Water Treatment Plant
- [18.](#) Consideration of a Request to Rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density), Changing the Underlying Land Use Designations for Approximately 15.433 Acres of Property Located East of 71st Avenue, North of 8th Street and Northeast of 69th Avenue (712 71st Avenue) and Final Reading of an Ordinance Changing the Official Zoning Map to Reflect the Same (HP Rezone), continued from June 7, 2022
- [19.](#) Appointment of applicants to the Downtown Development Authority, Historic Preservation Commission, Island Grove Park Advisory Board, Construction Trades Advisory & Appeals Board, and Youth Commission
- [20.](#) Scheduling of Meetings, Other Events
- [21.](#) 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
22. Adjournment

Council Agenda Summary

Title

Recognitions and Proclamations

Summary

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

Attachments

What's Great about Greeley Report



City Council Meeting
July 19, 2022

A Story Best Lived In.

***Coming together is a beginning,
keeping together is progress,
working together is success.***

- Henry Ford

City of Greeley Earns \$2 Million WaterSMART and Energy Efficiency Grant

- Department of the Interior awarded City of Greeley grant.
- Greeley is one of 14 projects in eight western states to be awarded matching grant funding.
- Funds will be used towards the advanced metering infrastructure installation project.
- Greeley is the only city in Colorado to receive grant dollars.



Aims Community College Receives Award of Excellence for Redesigned Website

- The Award of Excellence is given to those whose ability to communicate positions them as the best in the field.
- More than 4,000 entries were received.



Degrees & Certificates
With more than 200 degrees and certificates, Aims offers a wide variety of options. Find the program that's right for you.
[Browse All Degrees & Certificates](#)

Visit
Sign up for a campus tour or view our virtual tour and see what makes Aims an exciting place to learn.
[Learn More](#)

Cost & Aid
Aims is one of the most affordable colleges in the state. You can graduate with little debt or none at all. Find out what you can do to save money.
[Learn More](#)

Apply
Apply online or meet with our admissions counselors.
[Learn More](#)

COVID-19 Information
Aims Community College is continuously updating its information and guidelines to address changing state and local conditions of the COVID-19 pandemic.
[Covid-19 Updates](#)



Cindy Shellito, University of Northern Colorado Professor Named Fulbright U.S. Scholar

- Cindy will work in Vietnam which is one of the most biologically diverse places on the planet.
- She will develop a university curriculum focused on weather and the climate.



UNIVERSITY OF
NORTHERN
COLORADO



Hall Elected President of Colorado Municipal League (CML)

Dale Hall will serve as President of CML from 2022-2023

- Current Greeley City Council Member – Ward IV.
- CML is the primary source for municipal officials statewide for advocacy, information, and training.



Neil Fisher of WeldWerks Brewing Selected as '50 Most Influential Young Professionals'

- Recognized as a Top 5 Most Influential Young Professional at the 2022 GenXYZ Awards.



UNC Alumni, Jason Veasey, Wins Tony Awards for Best Musical 'Strange Loop'

Congrats to Jason Veasey and the entire Broadway ensemble who won:

- Best Musical Award.
- Best Book of a Musical.





A Story Best Lived In.



Norman Murdock Dean
1920-2022

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 th and 47 th interchanges.	December 7, 2021 Council Meeting	Council Member Olson will be following up with Manager Lee and Director Trombino on next steps	Paul Trombino
02-2022	Clark	Request update on City's graffiti removal program	March 15, 2022 Council Meeting	Requested Public Works provide an update to Council on the City's graffiti removal program	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
06-2022	Butler	Review of the G-HOPE assistance program which is a grant program to assist citizens and City employees with down payment assistance to purchase a home.	April 19, 2022 Council Meeting	Human Resources will review the G-HOPE assistance program and provide recommendations to revamp the program to meet current housing needs at a Council work session.	Kathleen Hix

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.	Paul Trombino
09-2022	Butler	Review traffic and safety surrounding 15 acre open area between 71 st Avenue and 8 th Street	June 7, 2022 Council Meeting	Requested that Public Works review the traffic and to improve safety in this congested area.	Paul Trombino
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:

Approval of the City Council Proceedings of June 7, 2022

Summary:

A meeting of the City Council was held in the City Council's Chambers on June 7, 2022. The draft proceedings have been prepared and are being presented for the Council's review and approval.

Decision Options:

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

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

Draft Proceedings of June 7, 2022

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
June 07, 2022

1. Call to Order

Mayor Pro Tem Payton called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

Heidi Leatherwood, City Clerk, called the roll.

Present:

Mayor Pro Tem Payton
Council Member Tommy Butler
Council Member Deb DeBoutez
Council Member Dale Hall
Council Member Ed Clark
Council Member Johnny Olson

Mayor Gates was absent (excused).

4. Approval of the Agenda

City Manager Lee announced that Item 12 will be removed from the agenda and the item will be set for a meeting at a later date.

5. Recognitions and Proclamations

Mayor Pro Tem Payton read the following proclamations:

- PRIDE Month- Received by Patricia Kennedy, President of PFlag Greeley
- Alzheimer's Disease and Brain Awareness Month- Received by Sarah Gostenik, Regional Director
- Juneteenth; Dr Janine Waver-Douglas was not able to attend.
- Greeley Stampede Days- Received by Justin Watada, General Manager of Greeley Stampede and Mic Harvey, Security Chair

Councilmember Butler presented "What's Great about Greeley."

Mayor Pro Tem Payton welcomed and recognized the new HR Director, Noel Mink.

6. Citizen Input

The Public Hearing opened at 6:21 p.m.

1. Steve Teets spoke about funding for bus options and other transportation needs.

2. Patrick Kelly spoke about the annexation/development project.

No virtual participants requested to speak.

The Public Hearing closed at 6:29 pm.

7. Reports from Mayor and Councilmembers

Councilmembers reminded residents to vote and drop off ballots at the ballot drop-off locations in the city.

8. Initiatives from Mayor and Councilmembers

Councilmember Butler asked for staff to research adding Planning Commission and Water Board meetings to be filmed and added on YouTube for viewing purposes. Councilmember Olson asked for a presentation on how the Front Range Passenger Rail District aligns with the City of Greeley.

Consent Agenda

Councilmember Butler moved to approve the Consent Agenda on Items 9-11. Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 6:33 p.m. with Mayor Gates absent.

9. Approval of the City Council Proceedings of May 17, 2022

The Council action recommended and approved was to approve the City Council proceedings of May 17, 2022.

10. Acceptance of the Report of the City Council Work Session of May 24, 2022

The Council action recommended and approved was to accept the report of May 24, 2022.

11. Introduction and first reading of an ordinance conveying Easements for The Loveland Centerra Trail at Boyd Lake Water Treatment Plant

The Council action recommended and approved was to adopt the ordinance and set a public hearing for July 19, 2022.

- 12. Introduction and first reading of an ordinance amending sections of the Greeley Municipal Code Title 22, Buildings and Construction, Chapter 2 (Building Code), Chapter 3 (Residential Code), Chapter 4 (Mechanical Code), Chapter 5 (Property Maintenance Code), Chapter 6 (Existing Building, Chapter 8 (Energy Conservation Code), Chapter 9 (Plumbing Code), Chapter 10 (Fuel Gas Code), Chapter 12 (Fire Code) And Chapter 13 (Mobile Homes)**

Item 12 removed and set for a future meeting.

End of Consent Agenda

- 13. Pulled Consent Agenda Items**

None.

- 14. Public Hearing and final reading of an ordinance authorizing the sale of city-owned property located in Section 4, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado (Balmer Farm).**

Water and Sewer Director Sean Chambers and Ag Water/Farm Assets Administrator Cole Gustafson introduced the item at 6:34 p.m.

The Public Hearing opened at 6:36 p.m.

The following spoke:

1. Steve Teets suggested the funds be put towards the public works infrastructure.
2. Edward Grant raised concerns about the rising cost of water.

The Public Hearing closed at 6:40 p.m.

Councilmember Clark moved to approve the ordinance. Councilmember Olson seconded the motion. The motion passed 6-0 at 6:41 p.m. with Mayor Gates absent.

- 15. Public Hearing and Final Reading of an Ordinance Amending Chapter 15 of Title 14 of the Greeley Municipal Code relating to fireworks**

Chief Brian Kuznik and Chief Adam Turk introduced the item at 6:42 p.m.

The Public Hearing opened at 6:53 p.m.

The following spoke:

1. Steve Teets raised concerns about fireworks.
2. Steven Grant spoke in opposition.
3. Edward Grant spoke about firework objects landing on his roof.

No virtual participants wished to speak.

The Public Hearing closed at 6:59 p.m.

Councilmembers were concerned about the fines and possible penalties. Councilmembers asked if neighbors were able to help if police were not able to respond. Chief Turk added that an education campaign would be starting tonight to keep persons safe to include press release, social media posts and targeting hot spots. All communication would be consistent with Greeley Fire. Councilmembers were concerned about the fine being removed by participating in a class.

Councilmember Clark moved to amend the ordinance by striking Section 14.483(b) and (c) from the ordinance, thereby removing the option to waive the first-time offense fee by completing a city-sponsored or city-approved fire safety course. Councilmember DeBoutez seconded the motion to amend. The motion passed 5-1 at 7:02 p.m. with Councilmember Butler voting nay and Mayor Gates absent.

Councilmember Butler moved to approve the amended ordinance and publish in full. Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 7:03 p.m. with Mayor Gates absent. Note: This second reading ordinance will be published in full due to the amendment.

16. **Public Hearing and second reading to consider a request to rezone from PUD (Planned Unit Development – Centerplace) to MU-H (Mixed-Use High Intensity), changing the underlying land use designations for approximately 23.48 acres of property located south of Centerplace Drive, east of 47th Avenue and west of 35th Avenue and final reading of an ordinance changing the official zoning map to reflect the same (Watermark Rezone)**

Brittany Hathaway, Development Review and Civil Inspection Manager introduced the item at 7:04 p.m.

Applicant, Sam Coutts, Land Planner with Ripley Design and Mike Margeson, VP of Acquisitions of Thompson Thrift shared the presentation and answered questions.

Councilmembers asked if there were projections showing the need for additional apartments. Sam Coutts spoke about the market analysis for multifamily residential and showed a presentation with data about supply and demand currently in Greeley. Councilmembers also asked about the quality of the development and if that would positively impact surrounding businesses. Mike Margeson responded that the project contains luxury apartments with top-of-the-line finishes and higher market prices.

The Public Hearing opened at 7:10 p.m.

The following spoke:

1. Steve Teets asked questions that were relevant to the discussion about apartments and homelessness.

No virtual participants requested to speak.
The public hearing closed at 7:22 p.m.

Councilmember Butler moved to approve the motion to find that, based on the application received, accompanying analysis, and Planning Commission recommendation, the propose rezoning from PUD to MU-H is in compliance with Development Code Section 21-205 and therefore, approve the request. (Watermark Rezone). Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 7:24 p.m. with Mayor Gates absent. (Not a roll call vote.)

Councilmember Butler moved to approve the ordinance. Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 7:24 p.m. with Mayor Gates absent.

17. **Public hearing and final reading to consider a request to rezone from H-A (Holding Agriculture) to PUD (Planned Unit Development) for 822 acres of property located south of U.S. Highway 34, west of State Highway 257, and east of CR 17, and final reading of an ordinance changing the official zoning map to reflect the same (Delantero Rezone)**

Planner II, Darrell Gesick, introduced the item at 7:25 p.m.

Councilmembers asked about traffic and working with CDOT. Director of Public Works Paul Trombino responded that the City is currently working with the state. Councilmember DeBoutez asked about the cost of city services and was concerned about infrastructure and emergency response due to the development's location and affordability requirements for this project. City Manager Lee responded that this is part of a larger conversation, and Council can make changes to development fees for future applications. Metro District discussions will come back to the Council later. Staff offered that commercial space is being offered and there were no affordable housing requirements tied to this project.

Councilmembers asked about access and future discussions on 28th Street regarding connectivity. Paul Trombino, spoke about the master plan and movement between neighboring communities. Councilmembers also asked about costs of development, underfunding per unit and annexation dates. Interim Community Development Director, Becky Safarik added information about a Growth Initiative ballot question and that many landowners accepted annexation in anticipation of future development limitations.

Councilmembers asked about the lower costs of development with surrounding communities and the concern about building residential with little to no commercial retail to bring in sales tax revenue. Darrell Gesick pointed out that there is no ability to bring in commercial in advance of residential development, and the market usually dictates the need for those services.

Deputy City Manager, Paul Fetherston reported that the cost per residential unit nationally is that for every \$1.00 received in taxes the city will spend \$1.19 for services to those units.

Applicant representative, Ken Puncerelli, LAI Design Group shared the presentation at 7:44 p.m.

The Public Hearing for both Items 17 and 18 opened at 8:16 p.m.

The following spoke:

1. Steve Teets spoke in opposition.

No virtual participants requested to speak.

The Public Hearing closed at 8:20 p.m.

Note: The motion in the Agenda Summary was incorrect. City Attorney, Doug Marek updated the motion.

Councilmember Hall made a motion that, based on the application received, accompanying analysis and Planning Commission recommendation, the proposed from H-A (Holding Agriculture) to PUD (Planned Unit Development) for approximately 822 acres of property located south of Highway 34 west of State Highway 257, and east of CR 17, known as the Delantero rezone. Councilmember Clark seconded the motion. The motion passed 4-2 at 8:24 p.m. with Mayor Gates absent. (Not a roll call vote.)

Councilmember Hall moved to approve the ordinance. Councilmember Clark seconded the motion. The motion passed 4-2 at 8:24 p.m. with Councilmembers Butler and DeBoutez voting nay and Mayor Gates absent.

18. **Public hearing to consider approval of the Delantero Preliminary PUD Plan for property located south of Highway 34, west of State Highway 257, and east of CR 17**

This item was presented with Item 17. See above.

Councilmember Clark moved to approve the Delantero Preliminary PUD Plan for property located south of Highway 34, west of State Highway 257, and east of CR 17. Councilmember Olson seconded the motion. The motion passed 4-2 at 8:28 p.m. with Councilmembers Butler and DeBoutez voting nay and Mayor Gates absent. (Not a roll call vote.)

19. **Public hearing to consider a request to rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density), changing the underlying land use designations for approximately 15.433 acres of property located at 712 71st Avenue and final**

reading of an ordinance changing the official zoning map to reflect the same (HP Rezone)

Planner II Kristin Cote introduced the item at 8:28 p.m.

Councilmembers asked about the steps that lead to the request for R-H (Residential High Density) instead of R-M or R-L. Becky Safarik responded that the current request matched the surroundings.

Applicant representative Kelsey Bruxter from LaSalle Investors LLC spoke at 8:37 p.m. She noted that I-L Zoning was from the previous HP uses. The intent is to make the zoning compatible with current surrounding development.

Councilmembers asked about if the traffic study was conducted after West Ridge Academy was built. The consultant confirmed that it was. Council also asked about parking and walking distance to schools. Brian Bartels answered questions.

The Public Hearing opened at 8:46 p.m.

The following spoke:

1. Trish Trombino spoke in opposition.
2. Kimberlee Tiba spoke in opposition.
3. Dana Davis spoke in opposition.
4. Dakota Kutz spoke in opposition.
5. Mara Watson spoke in opposition.
6. Levon Petrosyan spoke in opposition.
7. Trisha Shannon spoke in opposition.
8. Ed Grant spoke about pros and cons.
9. Steve Teets spoke in opposition.
10. Shantelle Petrosyan spoke in opposition.

No virtual participants requested to speak.

The Public Hearing closed at 9:11 p.m.

Attorney Patrick Groom for LaSalle Investors spoke about the zoning and noted that it is a change of zoning and not a site plan as no specific project is intended for this project at this time. Brian Bartels, the applicant the goal is to give the property the most flexibility and the I-L zoning no longer fits the site. All future projects will come through the appropriate process.

Council deliberated about I-L not meeting the current need, but R-H may not be the correct zoning either. Discussion ensued. Patrick Groom reapproached the Council and requested the item be continued to a future date.

Councilmember Butler moved to continue the item to the July 19 City Council Meeting. Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 9:25 p.m. with Mayor Gates absent.

20. Scheduling of Meetings, Other Events

None.

- 21. 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**

Council Member Olson moved, seconded by Council Member Butler, to approve the above authorizations. The motion carried 6-0 at 9:26 p.m. with Mayor Gates absent.

22. Adjournment

Mayor Pro Tem Payton adjourned the meeting at 9:26 p.m.

John D. Gates, Mayor

Heidi Leatherwood, City Clerk

Council Agenda Summary

Title:

Acceptance of the Reports of the City Council Work Sessions of June 14, 2022 and June 28, 2022

Summary:

City Council Work Sessions were held in the City Council's Chambers on June 14, 2022 and June 28, 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 14, 2022

Draft Report of June 28, 2022

City of Greeley, Colorado
CITY COUNCIL WORK SESSION REPORT
June 14, 2022

1. Call to Order

Mayor Pro Tem Payton called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Pro Tem Payton led the Pledge of Allegiance to the American Flag.

3. Roll Call

Heidi Leatherwood, City Clerk, called the roll.

Present:

Mayor John Gates- Virtual
Council Member Tommy Butler-Virtual
Council Member Deb DeBoutez
Council Member Dale Hall
Mayor Pro Tem Brett Payton
Council Member Ed Clark
Council Member Johnny Olson-Virtual

4. Reports from Mayor and Council Members

Poudre River Trail Inc. has hired an Executive Director, Liz Smokowski from Windsor, Colorado.
CML Executive Board Retreat will be held in Greeley on July 8-9.

5. Community Conversations of Homeless and Housing Alternatives – Final Recommendations

Interim Chief Resiliency Officer, Heather Balsler introduced the item at 6:03 p.m. Founder of Urbanity Advisors James Roy II shared the consultant presentation. Ms. Balsler shared the staff presentation including six recommendations and requested Council's direction on the project.

Director of Household Stability at United Way of Weld County, Shawn Walcott offered to provide data on homelessness in the area and noted the use of the Homeless Management Information System (HMIS) as a new way of tracking people who are homeless. He also discussed current United Way collective impact efforts.

Weld County Commissioner Scott James spoke about coming together as a collaborative group, including municipal and county government, churches, non-profits, and other organizations.

Jodi Hartmann, Executive Director at High Plains Housing Development Corp., spoke about developing a work force program partnership in addition to providing housing.

Council direction to staff was to move forward with the project.

6. Review of the Land Use Quasi-Judicial Hearing Process

City Attorney Doug Marek and Interim Community Development Director Becky Safarik introduced the item at 7:31 p.m. Training topics included introduction to the Greeley Charter, Comprehensive Plan, Map and Policy Plan, Zoning and Development Codes, Subdivision Plats, and Development Standards.

Quasi-judicial considerations include weighing the proposal against immediate criteria and consideration of public testimony relative to such criteria.

7. Scheduling of Meetings, Other Events

None.

8. Adjournment

Mayor Pro Tem Payton adjourned the Work Session at 8:08 p.m.

John D. Gates, Mayor

Heidi Leatherwood, City Clerk

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 to the American Flag.

3. **Roll Call**

Heidi Leatherwood, City Clerk called the roll.

Present:

Gates

Butler

Deboutez

Hall

Payton

Clark

Olson

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

Councilmembers spoke about the upcoming Colorado Municipal League (CML) Conference, July 8—9, asked that staff investigate the possibility of a CoResponder/Crisis Unit person within the Police Department and thanked the Stampede staff for the successful 100th Anniversary Celebration. Council congratulated Councilmember Hall as the new President of Colorado Municipal League.

5. **COVID-19 Update**

Interim Emergency Manager Charles McCartin and Chief Brian Kuznik introduced the update at 6:08 p.m.

Covid-19 rates are up from 3 cases last month to 18 active cases at the hospital. Weld County rates are up slightly.

6. **2021 Annual Financial Report Briefing and Preparation for 2023 Budget Development**

Director of Finance John Karner introduced the report at 6:15 p.m.

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

City Manager 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. 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 with the adjournment of the Executive Session.

10. **Adjournment**

Executive Session:

The time is 7:00 p.m.

Executive session begins with Mayor Pro Tem Brett Payton presiding. Mayor John Gates is not present, but all other members of the City Council are present.

The time is 7:10 p.m., and 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 ends.

At 7:53 p.m., City Attorney Doug Marek concluded the attorney-client privileged discussion, and the recording resumed.

At 7:53 p.m., Mayor Pro Tem Payton announced that the Executive Session was finished. The meeting adjourned at 7:53 p.m.

John D. Gates, Mayor

Heidi Leatherwood, City Clerk

Council Agenda Summary

July 19, 2022

Agenda Item Number

Key Staff Contact: Paul Trombino, Public Works Direct, 970-652-3801

Title

A Resolution Authorizing Approval of a Grant Agreement and Offer for Airport Improvement Project Runway Rehabilitation Design at the Greeley-Weld County Airport

Summary

Greeley-Weld Count Airport submitted a Federal Aviation Administration (FAA) Project Application for the design portion of the rehabilitation project for Runway 10/28. The FAA awarded \$459,000 for this project and has agreed to pay up to 90% of the allowable costs for the project.

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?	N/A
What is the source of revenue within the fund?	
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	onetime
Additional Comments: The Greeley-Weld County Airport has funding for match of this grant.	

Legal Issues

Other Issues and Considerations

None

Applicable Council Goal or Objective

- Community Vitality
- Quality of Life Amenities
- Infrastructure and Mobility

Decision Options

1. Approve Acceptance of the FAA Grant for runway design
2. Deny acceptance of grant funding for runway design

Council's Recommended Action

A motion to approve the Resolution for Grant Agreement

[Attachments](#)

Resolution

USDOT FAA Grant Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2022

A RESOLUTION AUTHORIZING APPROVAL OF A GRANT AGREEMENT AND OFFER FOR AIRPORT IMPROVEMENT PROJECT FOR RUNWAY REHABILITATION DESIGN AT THE GREELEY-WELD COUNTY AIRPORT

WHEREAS, the Greeley-Weld County Airport Authority (FAA) on May 16, 2022, submitted to the Federal Aviation Administration a Project Application for a grant of federal funds for the design portion of the rehabilitation project for Runway 10/28 at the Greeley-Weld County Airport; and

WHEREAS, the FAA has approved the project, agreeing to pay 90 percent of the allowable costs incurred accomplishing the project, identified by Grant Number 3-08-0028-030-2022; and

WHEREAS, the maximum obligation of the FAA under this offer is \$459,000, subject to the approval of the Airport Authority, Weld County, and the City of Greeley; and

WHEREAS, the Greeley-Weld Airport Authority and Weld County have already accepted the Grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Greeley, Colorado, as follows:

1. The Grant is hereby accepted by the City.
2. The Mayor, on behalf of the City as a sponsor of the Grant, is authorized to sign the Grant agreement attached hereto as Exhibit A approving, ratifying, and adopting the Grant application and agreeing to comply with the Grant's terms and conditions.
3. This Resolution shall become effective immediately upon 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



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, Colorado 80249

June 14, 2022

Mr. Steve Moreno, Chair
Greeley-Weld County Airport Authority
P.O. Box 727
Greeley, CO 80632

Mr. Scott James, Chair
Weld County Commissioners
P.O. Box 758
Greeley, CO 80632

The Honorable John Gates, Mayor
City of Greeley
1000 10th Street
Greeley, CO 80632

Dear Chairman Moreno, Chairman James, and Mayor Gates:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0028-030-2022 at the Greeley-Weld County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than July 29, 2022.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Todd Minnich is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Todd Minnich at (303) 342-1279.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Marc Miller
Acting Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 14, 2022
Airport/Planning Area	Greeley-Weld County Airport
FY2022 AIP Grant Number	3-08-0028-030-2022 [Contract No. DOT-FA22NM-1016]
Unique Entity Identifier	K22DLPCZKJW8

TO: Greeley-Weld County Airport Authority, County of Weld and City of Greeley, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 16, 2022, for a grant of Federal funds for a project at or associated with the Greeley-Weld County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Greeley-Weld County Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 10/28 (design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$459,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning;

\$459,000 airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 29, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

- 23. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 14, 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

- 26. Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
- 27. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 28. Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
- 29. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).
- 30. Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
- 31. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated June 14, 2022

Attested By:

Darrel Dilley
Darrel Dilley (Jun 17, 2022 19:53 MDT)
(Signature of Sponsor's Attestation)

By: Darrel Dilley
(Typed Name of Sponsor's Attestation)
Title: Secretary / Treasure
(Title of Sponsor's Attestation)

GREELEY-WELD COUNTY AIRPORT AUTHORITY

(Name of Sponsor)

Steve Moreno
Steve Moreno (Jun 14, 2022 16:36 MDT)
(Signature of Sponsor's Authorized Official)

By: Steve Moreno
(Typed Name of Sponsor's Authorized Official)
Title: Weld County Commissioner
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Kent Naughton, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at June 22, 2022

Kent Naughton
By: Kent Naughton (Jun 22, 2022 09:07 MDT)
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated June 22, 2022

COUNTY OF WELD, COLORADO

(Name of Sponsor)

Scott K. James

Scott K. James (Jun 22, 2022 10:02 MDT)

(Signature of Sponsor's Authorized Official)

By: Scott K. James

(Typed Name of Sponsor's Authorized Official)

Title: Chairman of the Board of County Commis

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Bruce T. Barker, Weld County Attorney , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43; the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at June 23, 2022

By Bruce T. Barker, Weld County Attorney
Bruce T. Barker, Weld County Attorney (Jun 23, 2022 08:53 MDT)
(Signature of Sponsor’s Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated June 23, 2022

CITY OF GREELEY, COLORADO

(Name of Sponsor)



John Gates (Jun 23, 2022 08:59 MDT)

(Signature of Sponsor's Authorized Official)

By: John Gates

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

⁶ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43; the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

⁷ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹

- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to

undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from

the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government

aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely

affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Greeley-Weld County Airport Authority, County of Weld, Colorado, and City of Greeley, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such

purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land

continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 16, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business

Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Council Agenda Summary

July 19, 2022

Key Staff Contact: Becky Safarik, Community Development Director, 970-350-9786

Tim Swanson, Chief Building Official, 970-350-9853

Title:

Introduction and First 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.

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for August 2, 2022.

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. ____, 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:

~~a.~~ 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 m²).

~~b.~~ 2. Fences not over 7 feet (2,134 mm) high.

~~c.~~ 3. Oil derricks.

~~d.~~ 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. 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. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.

~~g.~~ 7. Temporary motion picture, television and theater stage sets and scenery.

~~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:

~~(43)~~ 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.*

~~R328.1~~ 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~~ 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.

~~a.~~ 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.

~~a.~~ 1. Piping is supported in accordance with the pipe manufacturers and sprinkler manufacturers installation instructions.

~~b.~~ 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 10th Street, Room 1105
City Center North
9:00 AM

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

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SENATE SPONSORSHIP

Hansen and Winter, Jaquez Lewis, Moreno, Priola

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.

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 HUNDREDEIGHT 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 UNDERSECTION 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

July 19, 2022

Key Staff Contact: Mike Garrott, Planning Manager, 350-9784

Becky Safarik, Interim Community Development Director, 350-9786

Title:

Introduction and First Reading of 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 (Commercial Low Intensity) to PUD (Planned Unit Development) for Approximately 43.42 of Property Located at the Northeast Corner of 32nd Street and 29th Avenue, known as the Hope Springs PUD.

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 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.

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 approve 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 a public hearing for August 2, 2022.

Attachments:

Ordinance

Vicinity Map

Planning Commission Summary (Staff Report, June 28, 2022)

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 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 (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 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.

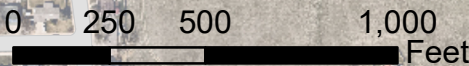
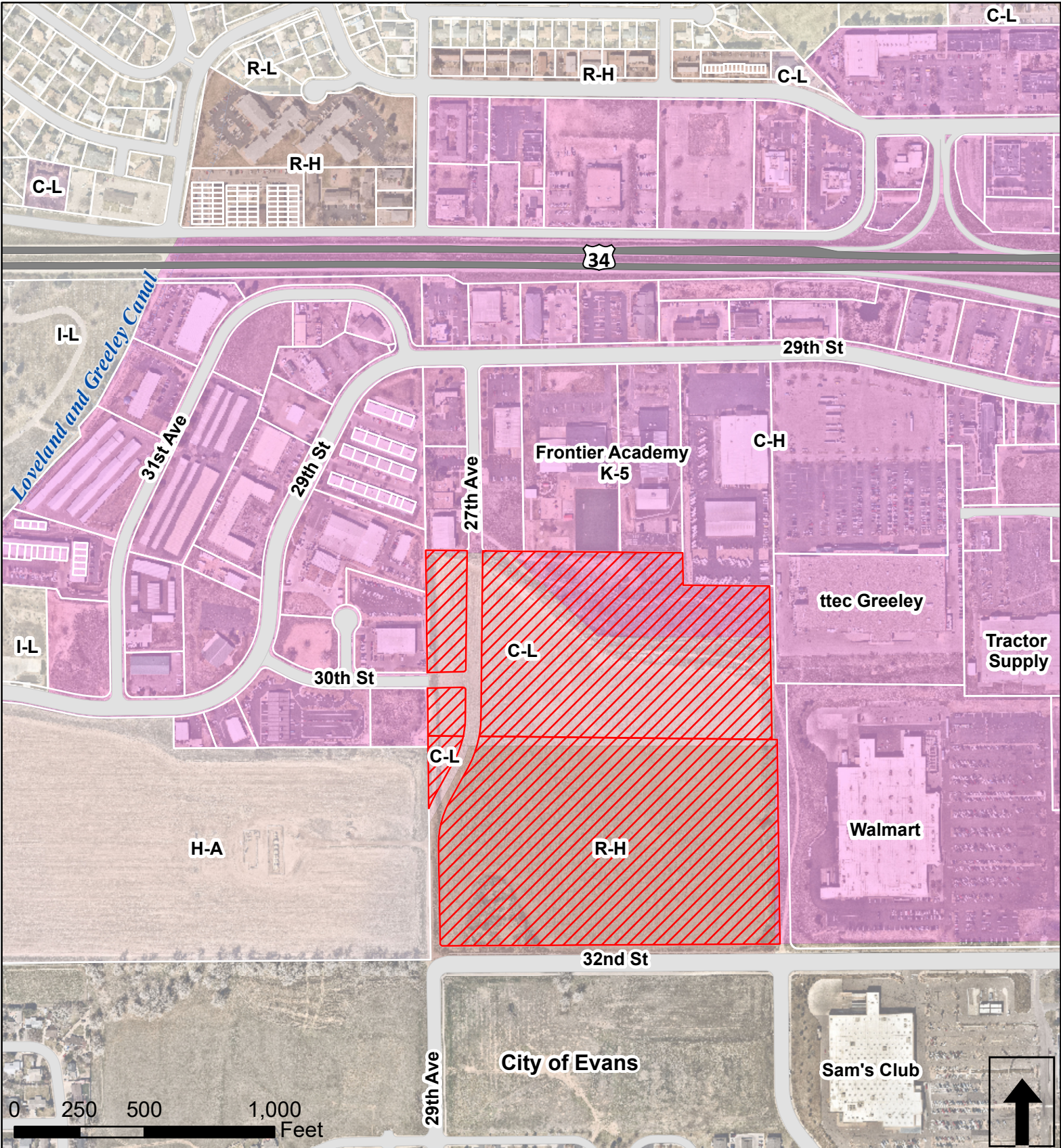
AND

(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.

Hope Spring Item No. 13. 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 (R-M) |
| | Holding Agriculture (H-A) | Planned Unit Development (PUD) | Residential High Density (R-H) |
| | | | Residential Mobile Home (RMH) |

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 32nd Street and 29th 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 32nd Street and 29th 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 31st and February 1st, 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, 27th Avenue and W. 30th Streets need to be extended and improved to serve the property. Additionally, 32nd 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 31st and February 1st, 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 32nd Street. There is also a planned connection to 30th Street and the adjacent property to the west. 27th Avenue will be extended from north of the property to 32nd 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 30th Street to the west, 27th 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**.

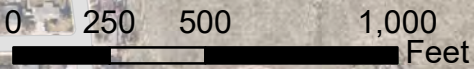
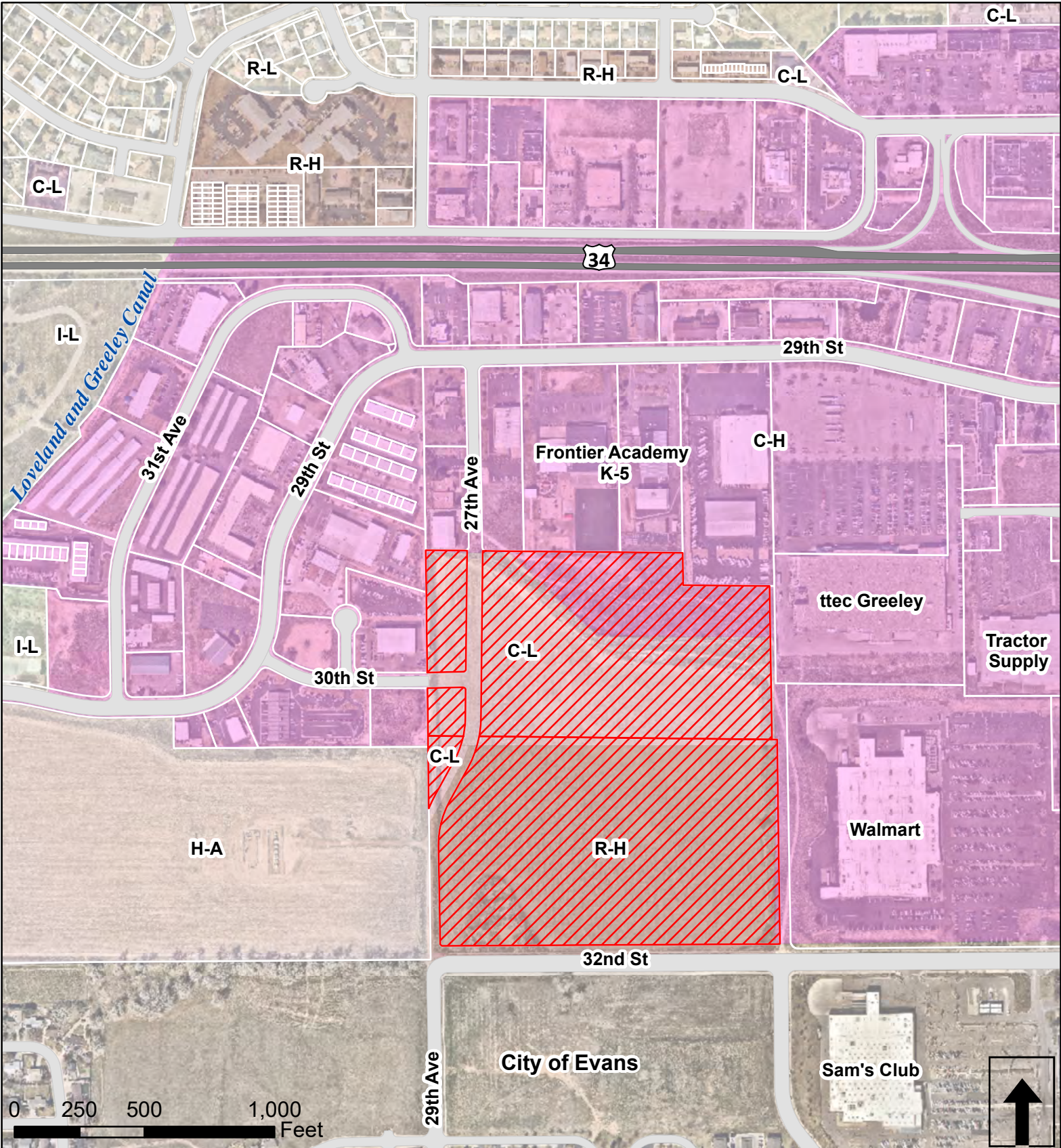
Alternative motion:

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. 13. 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 32nd Street and 29th 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 32nd 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 32nd 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: 27th Avenue to the north, 30th Street to the west, and two accesses off 32nd Street to the south. Existing 27th Avenue will be extended south with this project to 32nd Street. Existing 30th Street will be extended east with this project into the site. Proposed 25th Avenue, 26th Avenue, 29th Street Road, and 31st 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 32nd Street and 27th 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 32nd 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 32nd Street.

The proposed onsite detention is composed of two detention areas that will be hydraulically connected by a pipe under 26th 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 23rd 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 27th Avenue to the north; an existing 8" water main in 30th 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 32ND STREET AND 29TH 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 32ND 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 (32ND 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 30TH 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
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(970) 599-2656
ericw@wengr.com

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DATE
4/12/2022
SCALE
AS SHOWN
PROJECT #
PUD2021-0012
SHEET
1
1 of 5 SHEETS

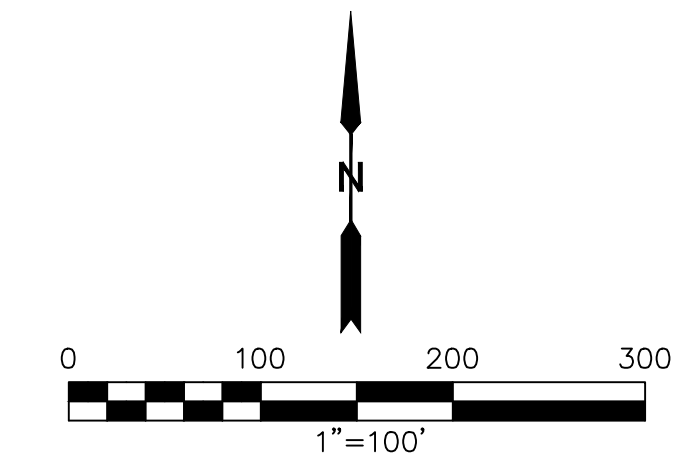
COVER SHEET

HOPE SPRINGS PUD

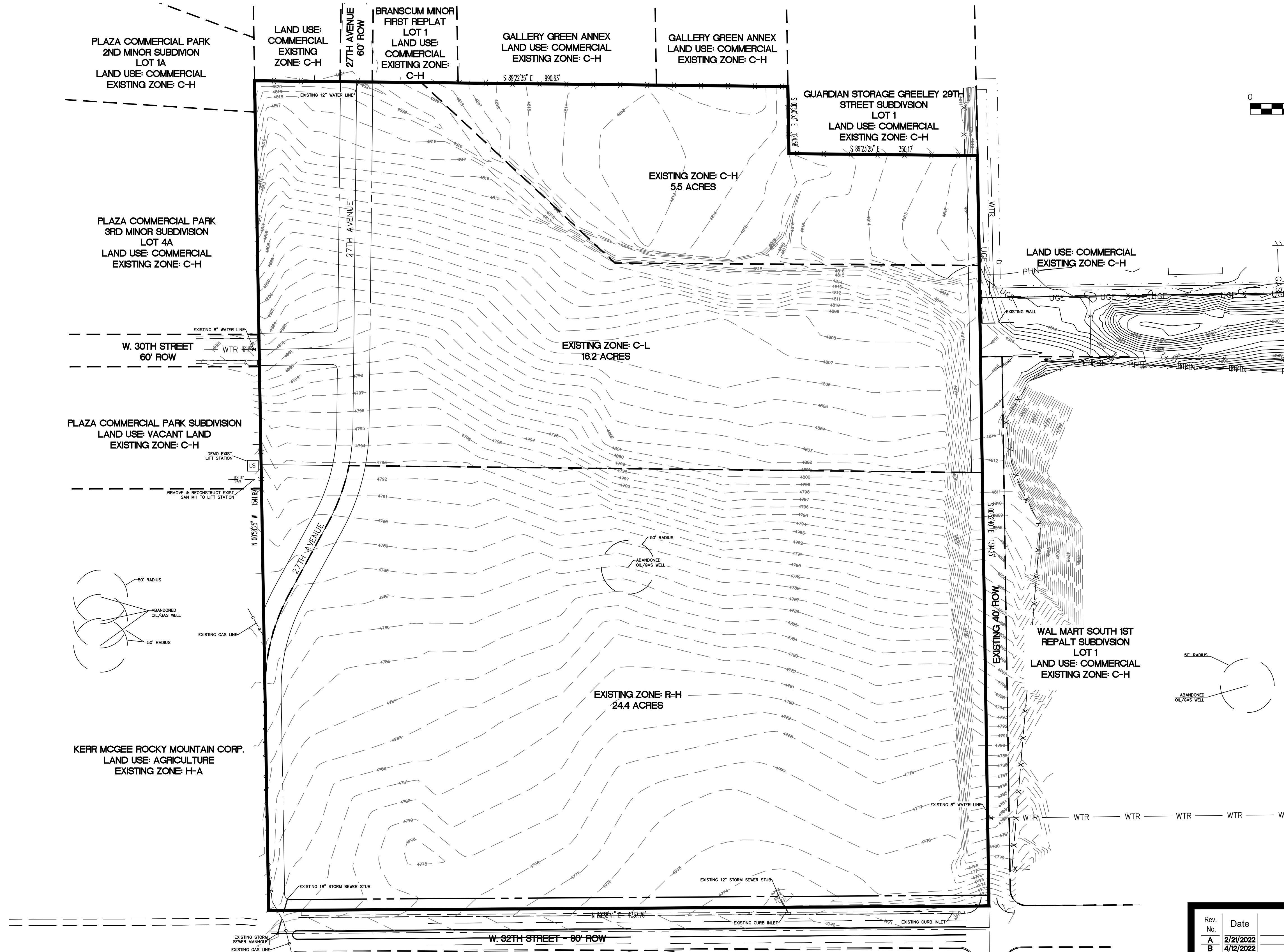
KIRK WATSON SUBDIVISION - FIRST REPLAT
 BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,
 SECTION 24, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.
 CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO
 43.42 ACRES
 PROJECT NUMBER: PUD2021-0012



Know what's below.
 Call before you dig.



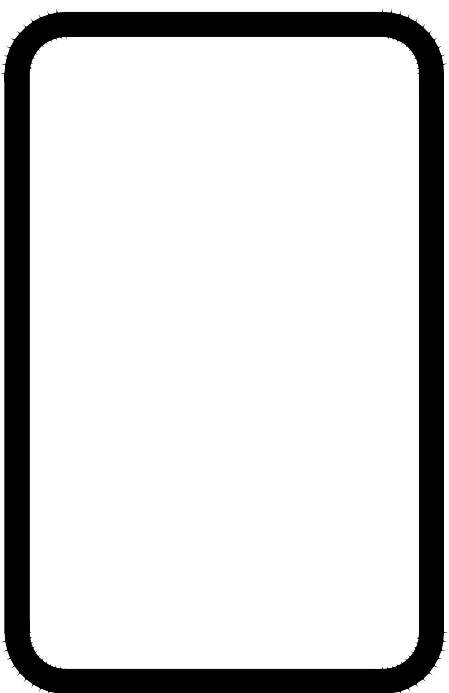
LEGEND		
PROPERTY BOUNDARY	———	P-A. PLANNING AREA
PLANNING AREA BOUNDARY	- - - - -	C-L. COMMERCIAL - LOW DENSITY
ZONING BOUNDARY	- - - - -	C-H. COMMERCIAL - HIGH DENSITY
ROW CENTERLINE	- - - - -	R-L. RESIDENTIAL - LOW DENSITY
EXISTING CONTOUR	- - - - -	



EXISTING CONDITIONS MAP

Rev. No.	Date	Revision Description
A	2/21/2022	Submittal to City
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 RICHMARK REAL ESTATE
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 GREELEY, CO 80634

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 AND LAND DEVELOPMENT LLC
 16468 ESSEX RD S
 PLATTEVILLE CO 80651
 (970) 598-2656
 ericw@wernisman.com

DRAWN	MEH
CHECKED	EJW
DATE	4/12/2022
SCALE	AS SHOWN
PROJECT #	PUD2021-0012
SHEET	2
2 OF 5 SHEETS	

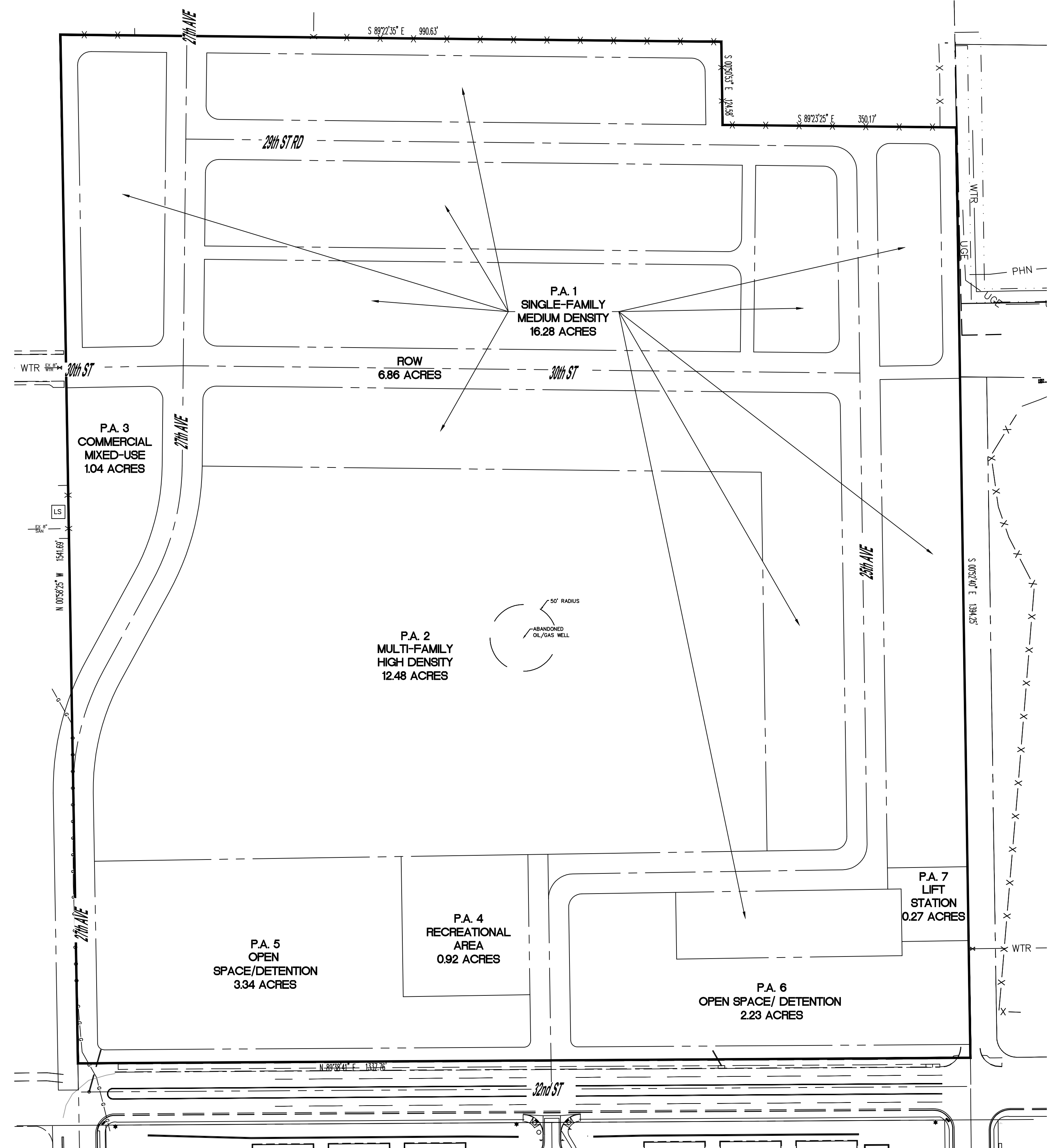
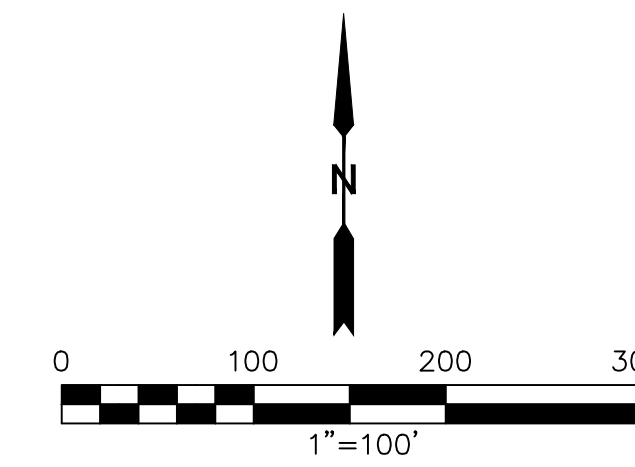
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LEGEND	
PROPERTY BOUNDARY	P.A. PLANNING AREA
PLANNING AREA BOUNDARY	
ZONING BOUNDARY	
ROW CENTERLINE	
EXISTING CONTOUR	



Know what's below.
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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)

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PROJECT # PUD2021-0012
 SHEET
3
 3 OF 5 SHEETS

OVERALL MASTER DEVELOPMENT PLAN

HOPE SPRINGS PUD

KIRK WATSON SUBDIVISION – FIRST REPLAT
 BEING A PORTION OF THE WEST HALF OF NORTHEAST QUARTER,
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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
RESIDENTIAL	
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
PUBLIC/CIVIC	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	
COMMERCIAL	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	
INDUSTRIAL	
PER THE CITY OF GREELEY DEVELOPMENT CODE STANDARDS, AND CODE STANDARDS AS AMENDED.	
AGRICULTURE	
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

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PLATTEVILLE CO 80651
(970) 598-2656
erl@wernisman-engineer.com

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4/12/2022
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PROJECT #
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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

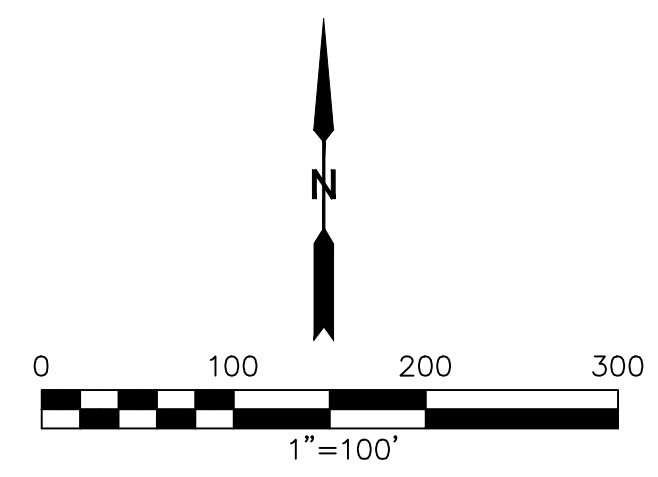
HOPE SPRINGS PUD

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

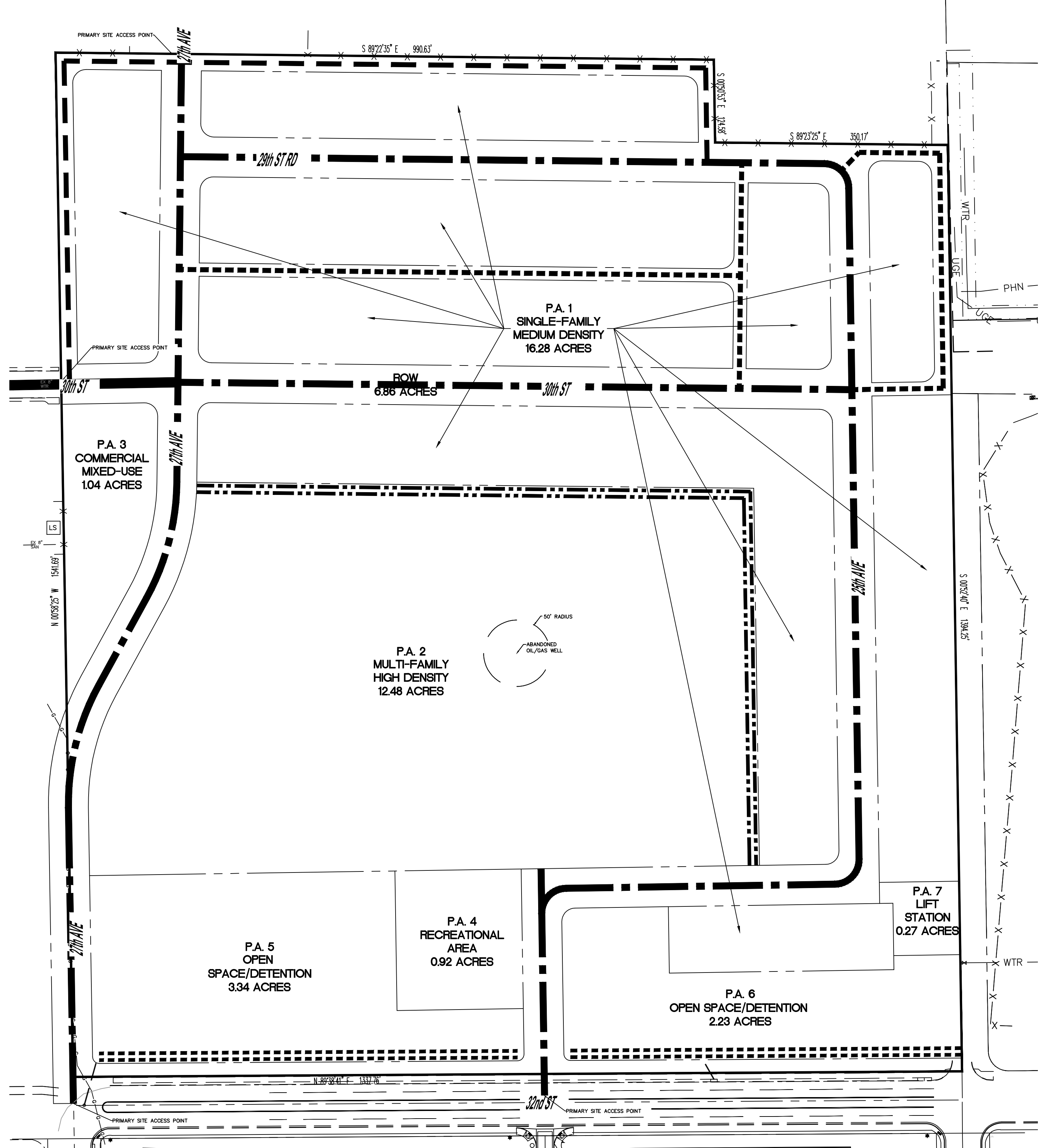
LEGEND	
PROPERTY BOUNDARY	
PLANNING AREA BOUNDARY	
ZONING BOUNDARY	
ROW CENTERLINE	
EXISTING CONTOUR	



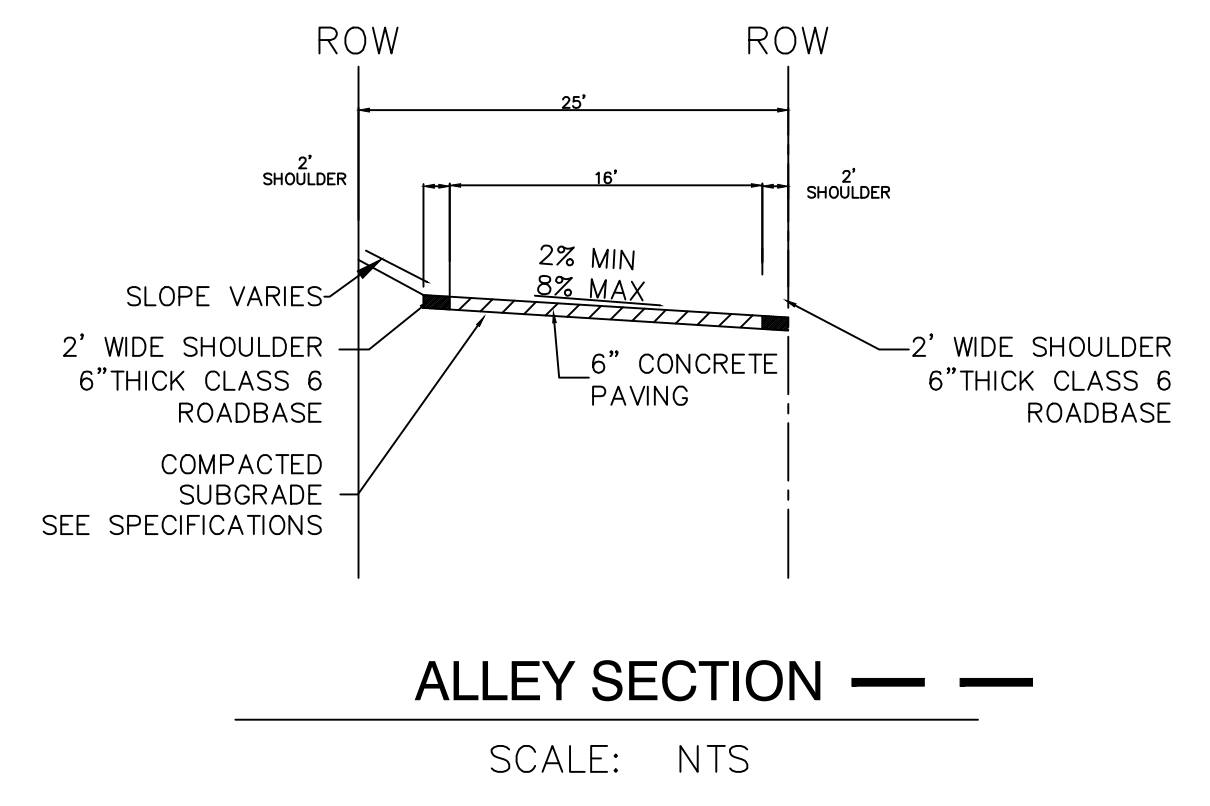
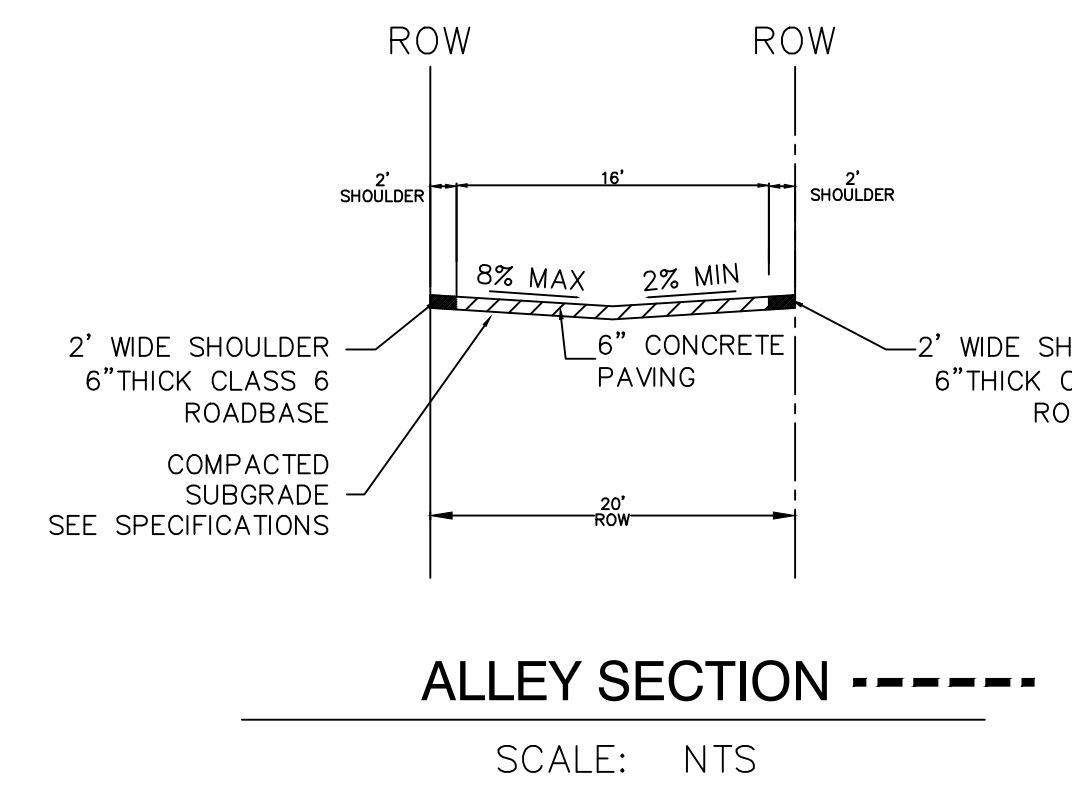
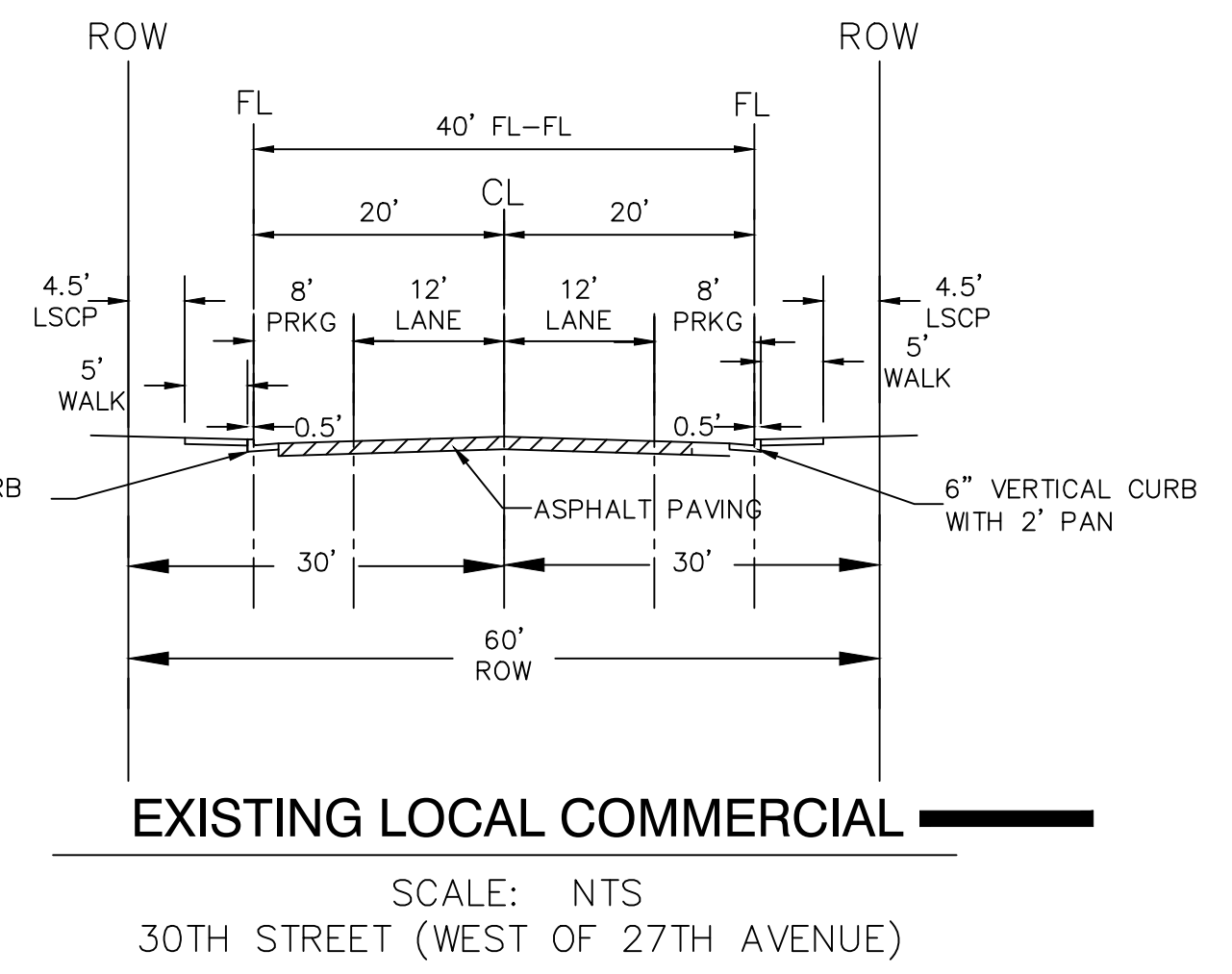
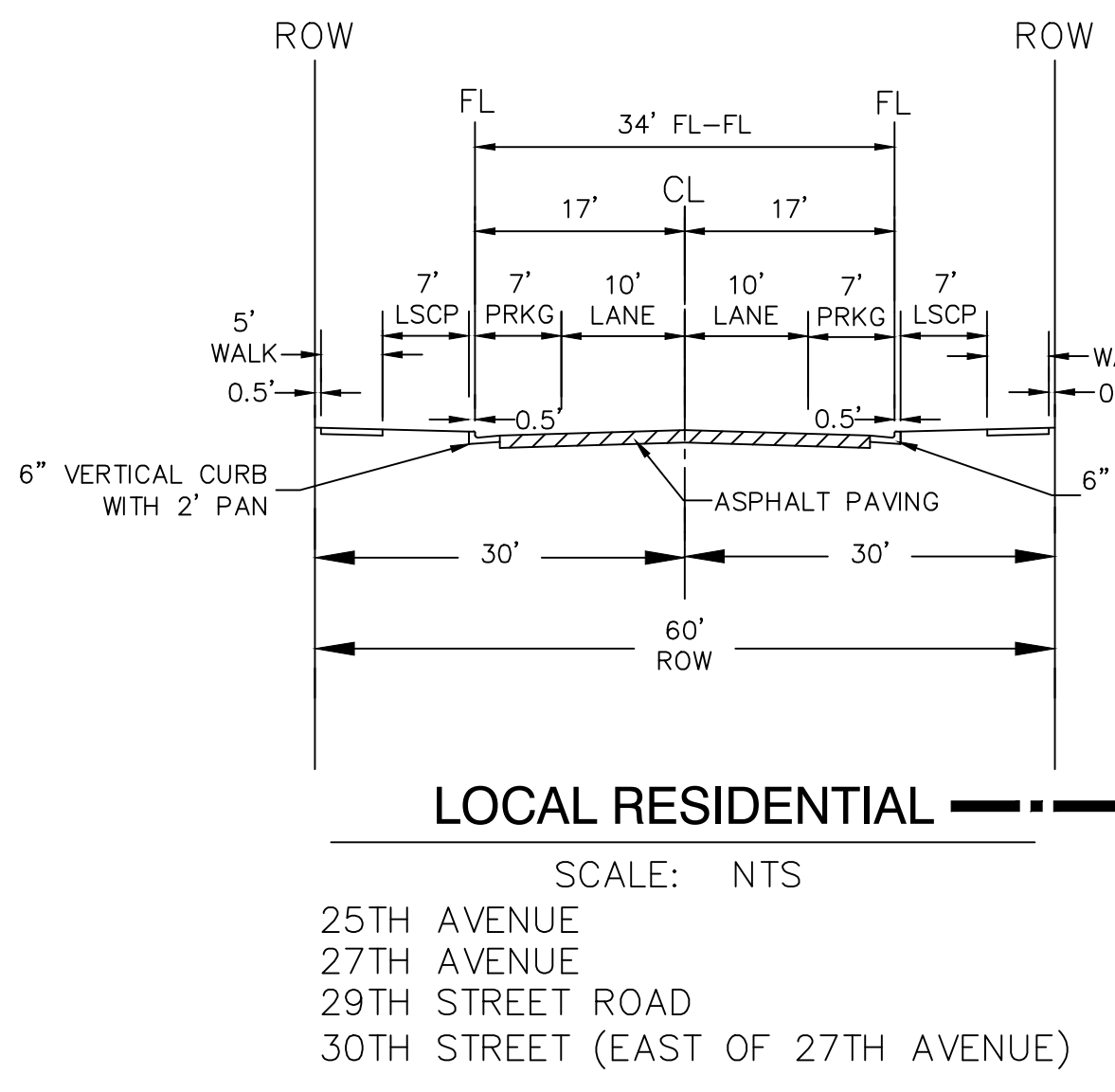
Know what's below.
 Call before you dig.



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/Retention (P.A. 5)	Preliminary and Final Plat	Upon approval of Final Construction Documents	Developer	HOA	HOA
Open Space/Retention (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

HOPE SPRINGS PUD
 GREELEY, CO 80634

WERNSMAN ENGINEERING
 AND LAND DEVELOPMENT LLC
 16468 ESSEX RD S
 PLATTEVILLE CO 80651
 (970) 599-2656
 ericw@wengr.com

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 DATE
 4/12/2022
 SCALE
 AS SHOWN
 PROJECT #
 PUD2021-0012
 SHEET
5
 5 OF 5 SHEETS

DETAIL PLANS AND PUBLIC, AND COMMUNITY FACILITIES

[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.

Council Agenda Summary

July 19, 2022

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

Title:

Introduction and First 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 W. Ft. 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?	NA
What is the annual impact?	< \$550K

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 introduce the ordinance and schedule the public hearing and final reading for August 2, 2022.

Attachments:

- Ordinance
- Intergovernmental Agreement
- Area Map
- Presentation Slides

**CITY OF GREELEY, COLORADO
ORDINANCE NO. __, 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 POUDE 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 11th 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 10th 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

Merrick & Company
Attn: Christine Sednek
2480 W 26th Ave Unit B225
Denver, Colorado 80211
Email: 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
Name: Karl Hoff

Date: 4/4/2022

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

ATTEST

By: Doug Bigge
Name: Doug Bigge

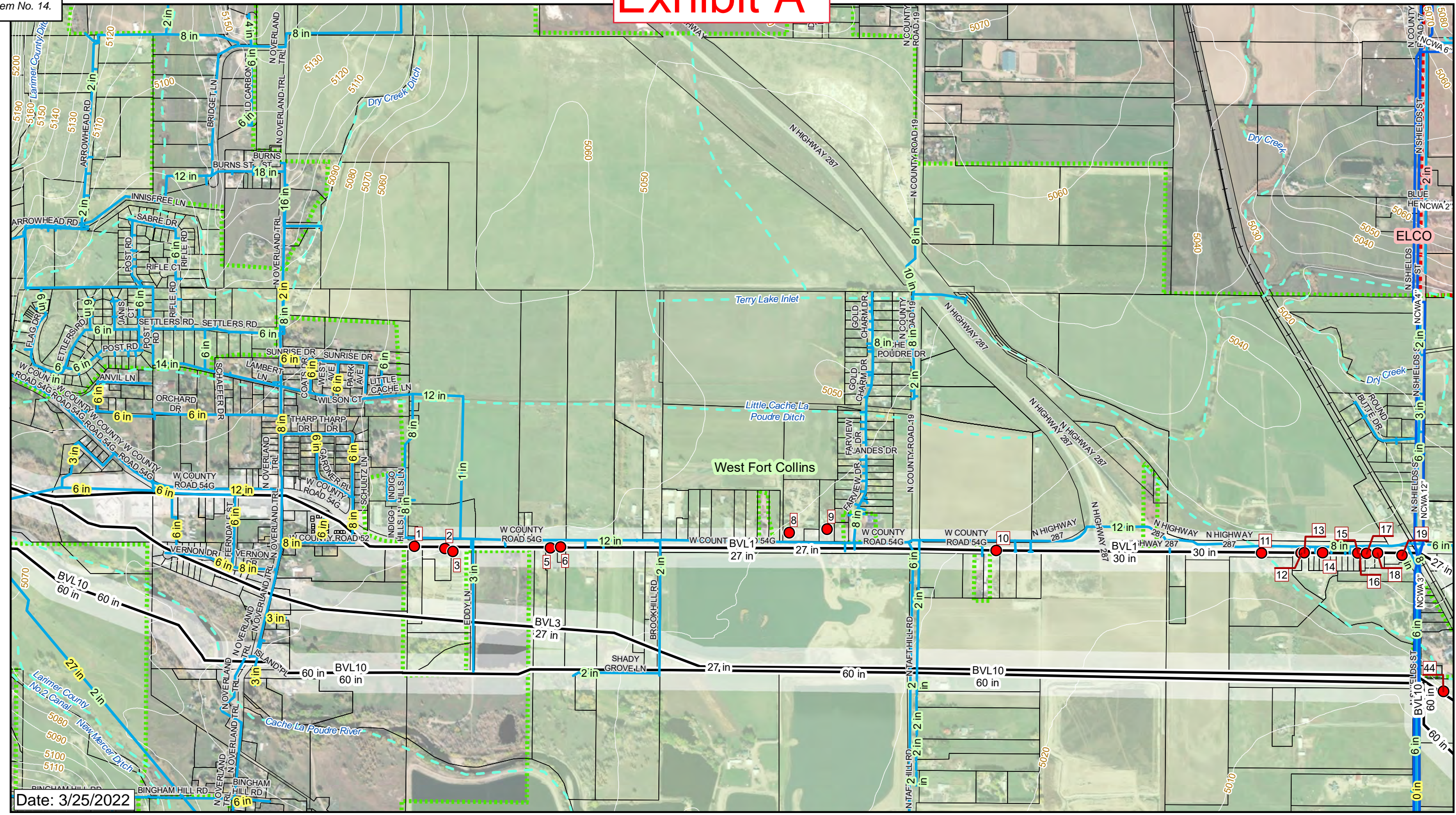
Date: 6/4/2022

Name: Doug Bigge

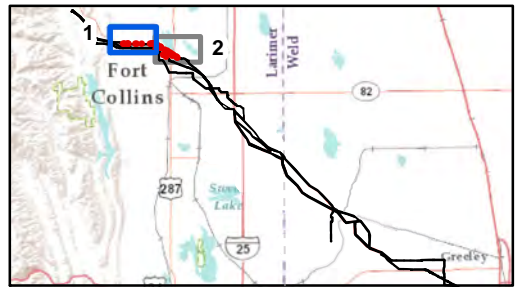
Title: General Manager
West Fort Collins Water District

Exhibit A

Item No. 14.

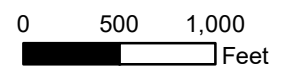


Date: 3/25/2022



Note: Pipe label color indicates source

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

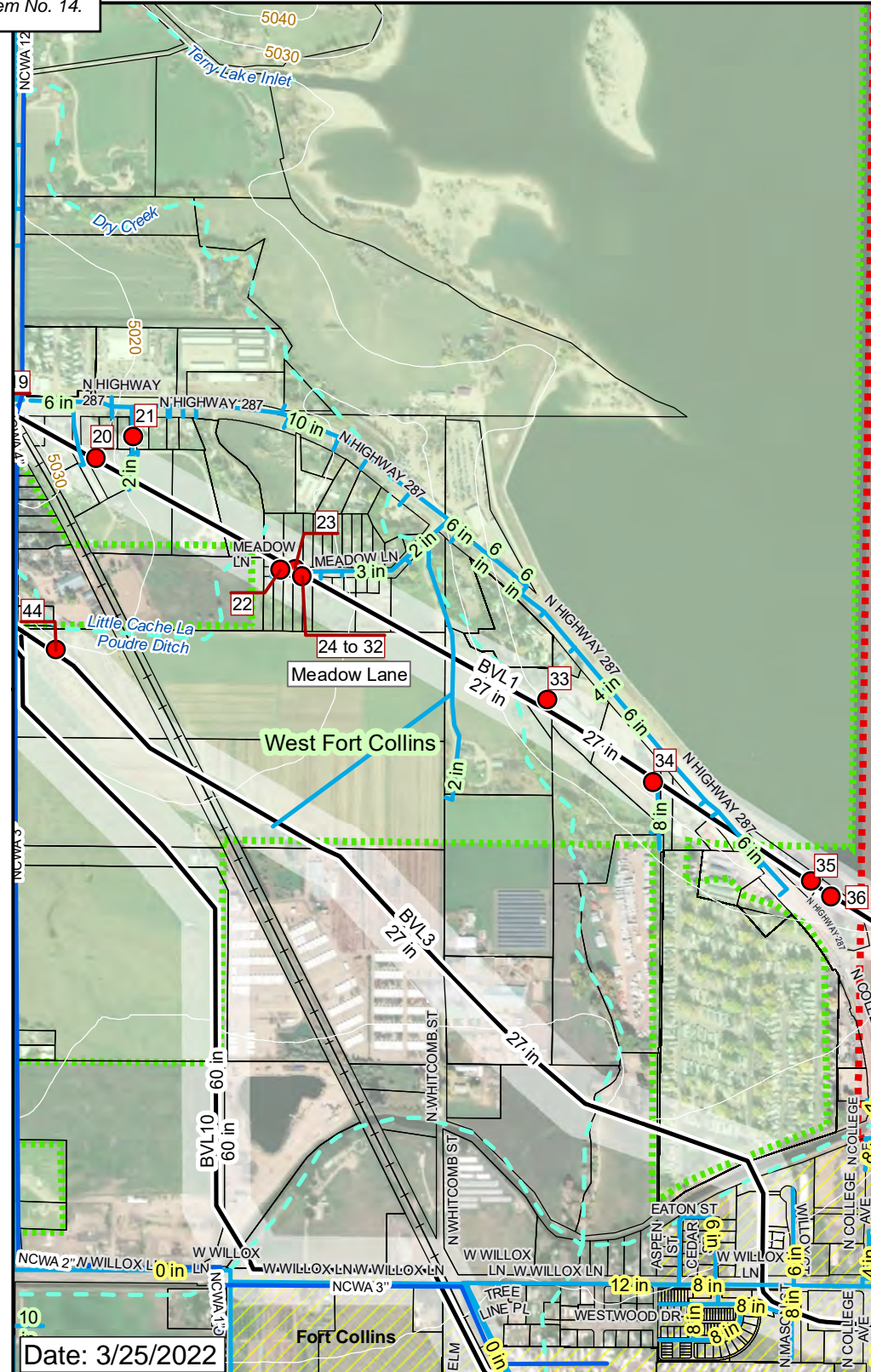


Bellvue Meters	East Larimer County Water District
Bellvue Transmission Mains	Fort Collins - Loveland Water District
Water Lines (see note)	North Weld County Water District
Streams/Canals	West Fort Collins Water District
Railroads	Municipal Areas
Parcel Lines	

Bellvue Transmission Main Meters

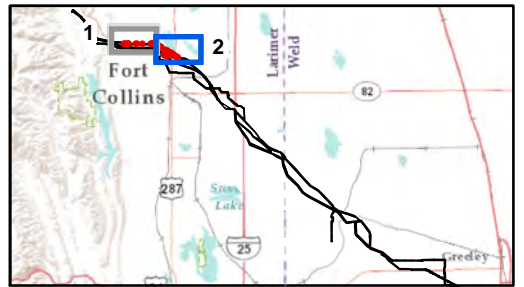
Exhibit A

Item No. 14.



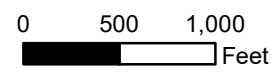
Map ID 2022	NAME	ParcNum County	BILL_NAME	Name1_County	Name2_County	Address_Local_County	Address_Mail_County
1	SCHUBERT SHERRY	9833000009	DE LA CRUZ, PHILLIP	SCHUBERT SHERRY		3029 W COUNTY ROAD 54G, FORT COLLINS, CO 80524	3029 W COUNTY ROAD 54G, FORT COLLINS, CO 80524
2	ROBERTS JAMES D/CYNTHIA L	9833000016	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

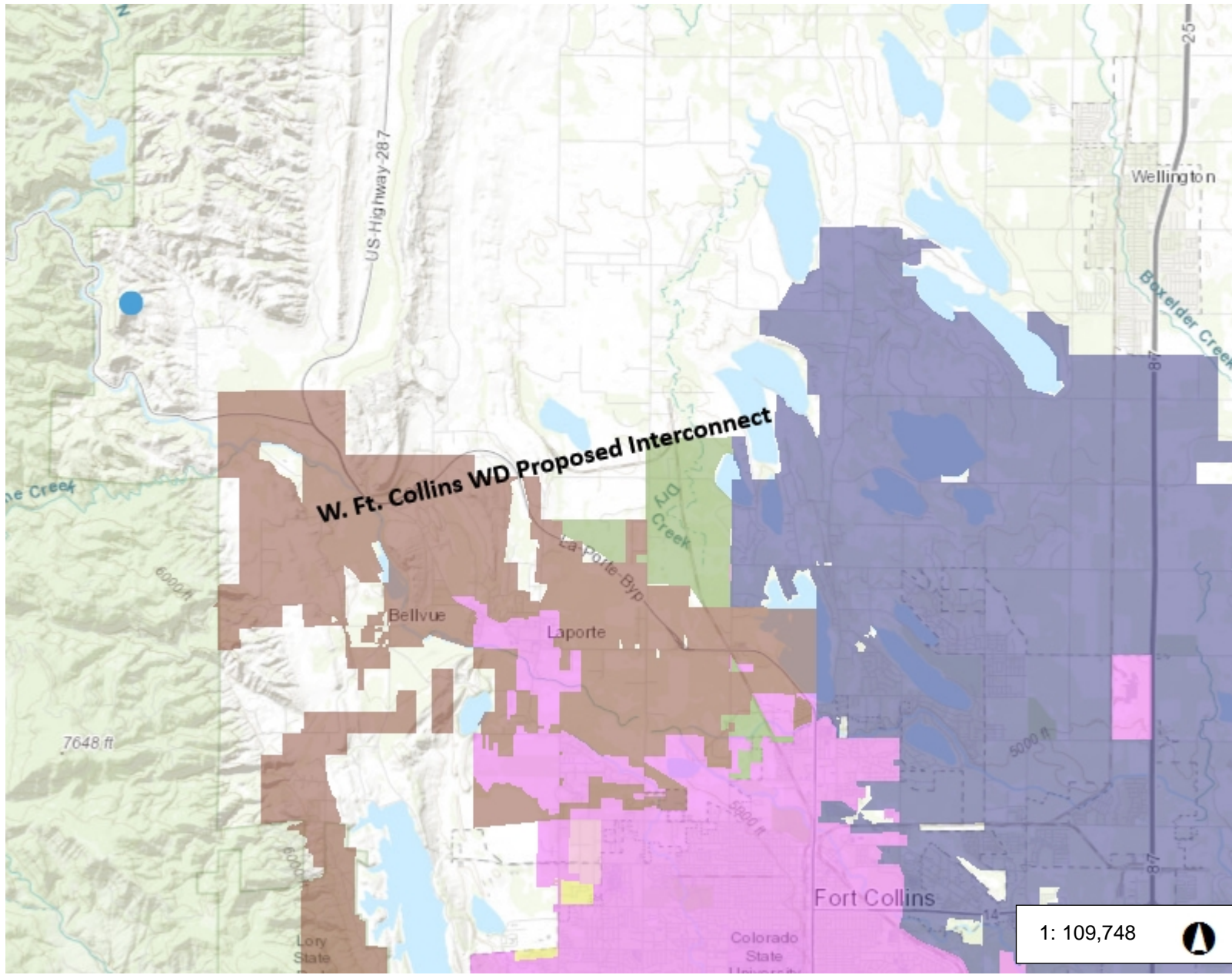
8" - WFCWD	8" - FCLWD
8" - ELCO	8" - NWCWD
8" - FC	8" - Windsor




● Bellvue Meters	Water Service Boundaries
 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

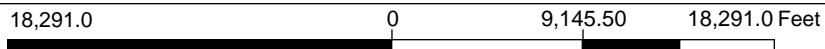
Bellvue Transmission Main Meters

Bellvue area Greeley - W. Ft. Collins WD proposed emergency interconnect



- Legend**
- Water District Service Areas**
- ELCO Water District
 - Northern Colorado Water Associati
 - North Weld County Water District
 - Fort Collins Loveland Water District
 - Fort Collins Utilities (Water)
 - Spring Canyon Water District
 - Sunset Water District
 - Town of Severance Utilities
 - West Fort Collins Water District
- Citations**

1: 109,748 



WGS_1984_Web_Mercator_Auxiliary_Sphere
 City of Fort Collins - GIS

This map is a user generated static output from the City of Fort Collins FCMaps Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Notes

Greeley – West Fort Collins Water District Proposed Intergovernmental Agreement

For the Purposes of Transfer of Transmission Line Taps and Emergency Interconnect



Presented to City Council

July 19, 2022



Key Elements of the Proposed IGA

West Fort Collins and Greeley Agree to:

- Construct a bi-directional emergency interconnect east of Bellvue WTP**
 - **Use of pump station acquired by Greeley in 2020**

- Transfer of Laport & Bellvue area transmission taps off Greeley lines**
 - **WFCWD pays transfer construction expenses**

- Greeley to pay raw water by transfer of North Poudre Irrigation Co. capital stock**
 - **WFCWD coordinates and pays for tap transfers**
 - **Water rights not being used or held for public purpose**



IGA - By the Numbers

35 Greeley taps transferred off transmission system

No cost to Greeley for construction to connect transmission customers to the WFCWD system

Tap transfers completed WFCWD by Dec. 31, 2023

9 shares of North Poudre Irrigation Co. to WFCWD

- **NPIC covers the raw water requirement for WFCWD**

Emergency Interconnect pump station facility costs are capped for Greeley at \$550,000 for construction

Emergency water treatment billed to either party at cost plus 5%



Mutually Beneficial IGA

- **Emergency interconnect provides water system resiliency and emergency operations for both municipal water providers**
- **Tap transfer greatly reduces operational challenges in serving transmission customers**
- **Cost of transfers is minimized by Greeley's ownership of pumps and related 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, when WFCWD has looped distribution lines in same area.

W&S Board Endorsement of IGA for Emergency Interconnect & Tap Transfer

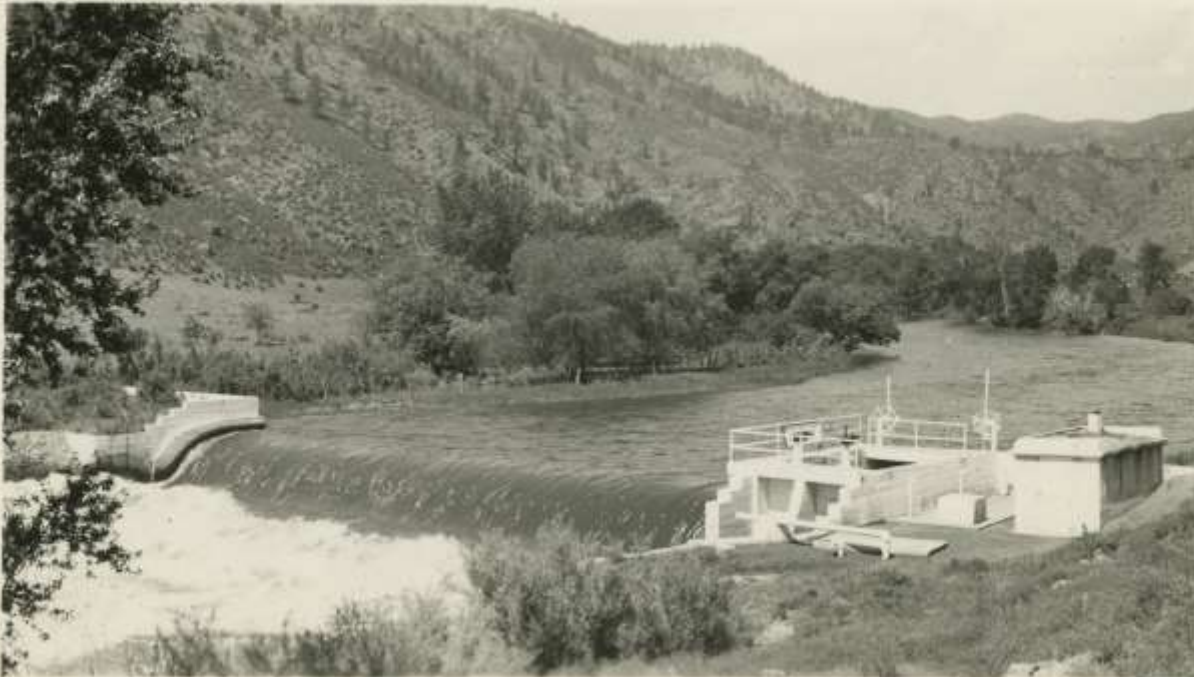
Greeley Water & Sewer Board reviewed the proposed IGA on June 15, 2022

- **W&S Board found that the IGA is consistent with master plan prioritization to transfer historic taps on the western areas of the transmission mains off Greeley to the local water providers**
- **W&S Board found that NPIC rights are without a governmental use to Greeley and appropriate for the required payment of raw water to WFCWD for the transfer of the 35 taps**

**The W&S Board reviewed, approved and recommended to Council
the approval of the IGA with West Fort Collins Water District**

Staff Recommendation

Staff recommends Council approval the Ordinance authorizing the IGA and associated divestment of NPIC water stock to serve the transferred customers





Questions?



Council Agenda Summary

July 19, 2022

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

Title:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for August 2, 2022.

Attachments:

Ordinance
Purchase Contract and Exhibits
Presentation

**CITY OF GREELEY, COLORADO
ORDINANCE NO. __, 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 6TH 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 6th 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. 15.

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) [X] 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 [X] 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	Time of Day Deadline	N/A
2	§ 4	Alternative Earnest Money Deadline	3 days after MEC
		Title	
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
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	14 days after MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
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
		Appraisal	
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
		Survey	
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
		Inspection and Due Diligence	
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
		Closing and Possession	
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	§ 4.5.	New Loan		\$ N/A
4	§ 4.6.	Assumption Balance		\$ N/A
5	§ 4.7.	Private Financing		\$ N/A
6	§ 4.7.	Seller Financing		\$ N/A
7				
8				
9	§ 4.4.	Cash at Closing		\$ 1,385,000.00
10		TOTAL	\$ 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. 15.

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.**

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
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.
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).~~

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

547 **10.6.1.4.1.** ~~All contracts relating to the operation, maintenance and management of the~~
548 ~~Property;~~

549 **10.6.1.4.2.** ~~Property tax bills for the last _____ years;~~

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- 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:

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.

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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

Item No. 15.

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
5D1440485EA9414...
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 _____

Item No. 15.

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

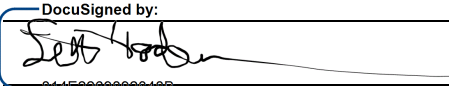
Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest 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.

Item No. 15.

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

Seth Hayden 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

Item No. 15.

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. 15.

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. 15.

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. 15.

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 6th 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 1st 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 11th 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 6th 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. 15.

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. 15.

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. 15.

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

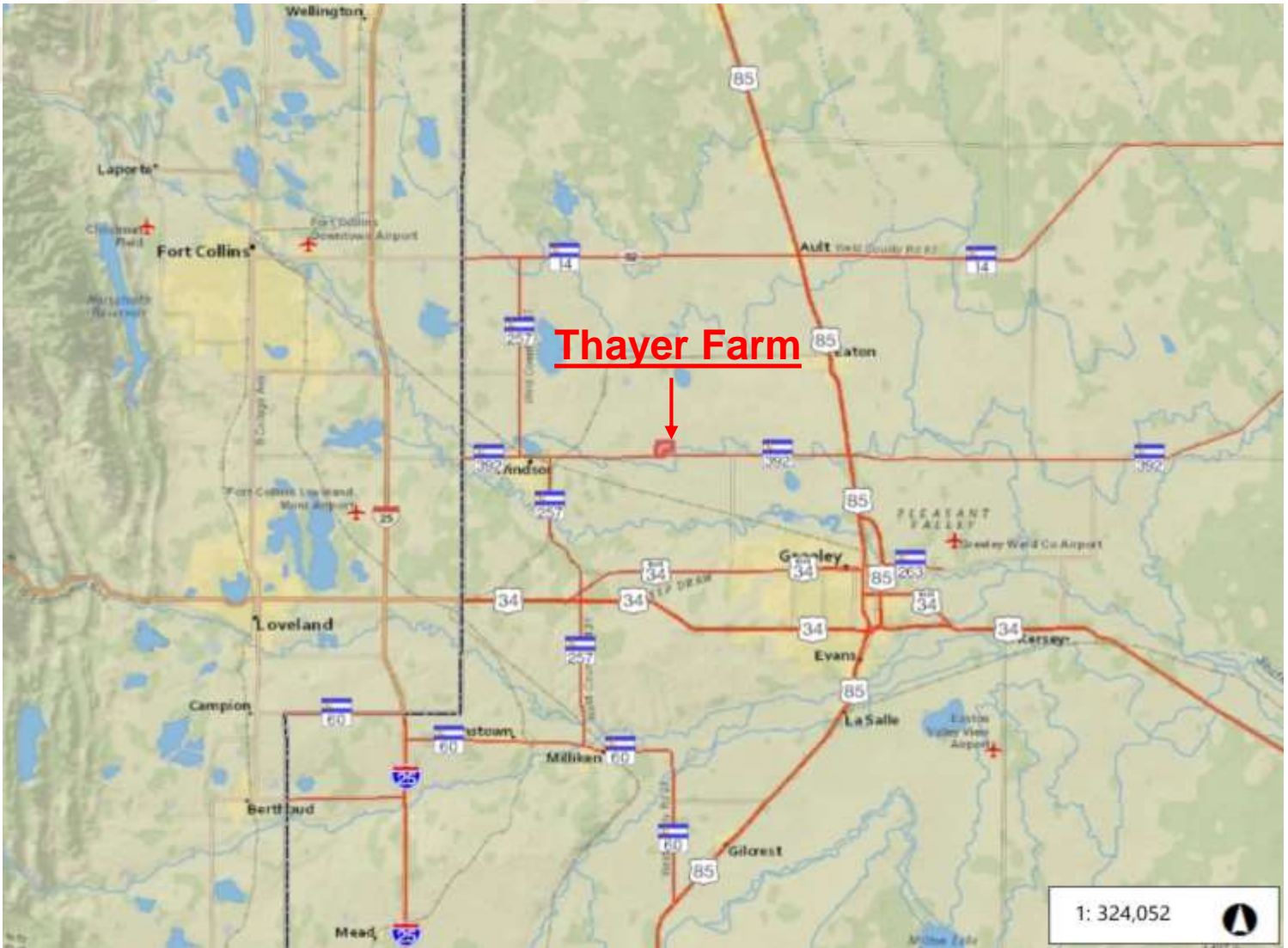
July 19, 2022

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 introducing the ordinance to divest the Thayer Farm and scheduling a public hearing and final reading for August 2, 2022.

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

Title:

Pulled Consent Agenda Items

Summary:

Pulled Consent Agenda items will be considered in the order they appeared on the consent agenda.

Council Agenda Summary

July 19, 2022

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

Title:

Public Hearing and Second Reading of an Ordinance for Conveyance of Easements for the Loveland Centerra Trail at Boyd Lake Water Treatment Plant

Summary:

This ordinance authorizes the conveyance of two (2) recreational trail easements across a portion of the Boyd Lake Water Treatment Plant property owned by the City of Greeley, to allow the City of Loveland to construct and maintain an extension to their Centerra Trail recreational use trail project.

The City of Greeley's ("Greeley") Boyd Lake Treatment Plant, located along the south side of Boyd Lake in Loveland, provides seasonal drinking water to Greeley water customers and supplements the Bellvue Water Treatment plan by providing additional treated water supply in times of high demand, usually between April and October.

The City of Loveland ("Loveland") has planned a trail expansion project to construct a hard-surface trail between Denver Avenue and Boyd Lake Avenue along the south short of Boyd Lake, just west of Centerra. A portion of the trail is designed to cross the northern boundary of the property owned by Greeley as shown in Attachment 1.

Site meetings have been held with Greeley Water & Sewer staff to review the proposed trail location and request adjustments, as needed. Water & Sewer staff have reviewed and approved a final alignment of the trail, ensuring that the planned location and service road crossing do not interfere with current or future property needs by Greeley.

In order to construct the trail, Loveland needs to acquire two (2) permanent recreational trail easements on Greeley's property. An appraisal has been completed for the value of the easements and Loveland will compensate Greeley in the amount of \$131,800 for the easement interests.

Department Staff have been in coordination with Loveland staff and consultants and set certain requirements for signage, safety and security.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	NA
What is the annual impact?	NA
What fund of the City will provide Funding?	NA
What is the source of revenue within the fund?	Generates Revenue

Is there grant funding for this item?	No
If yes, does this grant require a match?	No
Is this grant onetime or ongoing?	NA
Additional Comments:	NA

Legal Issues:

The Greeley City Council must authorize the conveyance of the easements and authorizes the Mayor to execute the same pursuant to Greeley Municipal Charter 2.07.020(b).

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

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

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 resolution to a date certain.

Council's Recommended Action:

A motion to adopt the Ordinance for conveyance of two recreational trail easements on City priority known as the Boyd Lake Water Treatment plant.

Attachments:

Ordinance Authorizing the Conveyance of two recreational trail easements
 Ordinance Exhibit A – Legal Description
 Ordinance Exhibit B – Trail Project Plan
 Location Map of Proposed Trail
 Presentation

THE CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2022

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF TWO RECREATIONAL TRAIL EASEMENTS ON CITY PROPERTY KNOWN AS THE BOYD LAKE WATER TREATMENT PLANT

WHEREAS, the City of Greeley (“City”) owns parcels of land known as the Boyd Lake Water Treatment Plant, identified as Larimer County parcel numbers 85080-00-914 and 85084-16-901 (the “Property”); and,

WHEREAS, the Property contains a water treatment facility (“City Facility”) that provides seasonal drinking water to Greeley water customers as a supplement to the City’s Bellvue Water Treatment Plant; and

WHEREAS, the City of Loveland (“Loveland”) has planned a recreational trail project to construct a trail across the north boundary of the City’s Property (“Project”); and

WHEREAS, Loveland has requested to acquire from the City two (2) permanent recreational trail easements (“Easements”) to facilitate the construction of the Project on the Property; and

WHEREAS, the City has determined that the conveyance of the Easements will not interfere with the City’s current or future purposes of the Property and City Facility.

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

Section 1. The Greeley City Council hereby finds and determines that the property described above is not a public park and has never been a public park, nor is it being held or used for governmental purposes.

Section 2. The Greeley City Council authorizes the conveyance of the easements, and authorizes the Mayor to execute the same pursuant to Greeley Municipal Charter 2.07.020(b).

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

Section 4. This ordinance shall take effect five (5) days after its final publication as provided by the City’s Charter, Section 3-16.

PASSED AND ADOPTED, SIGNED AND APPROVED this _____ day of _____, 2022.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

Attachment: Exhibit A – Loveland Centerra Trail Easements Legal Description
Exhibit B – Loveland Centerra Trail Project Plan

**CITY OF LOVELAND
REAL PROPERTY**

TO BE ACQUIRED

Permanent Easement Number: PE-8A

FROM

City of Greeley
1000 10th Street
Greeley, CO 80631-3808

FOR

Project Code: 23631-23949
CDOT Project Number: TAP M830-102 - MTF 830-104
Location: Centerra Trail

EXHIBIT "A"

PROJECT CODE: 23631-23949
PROJECT NUMBER: TAP M830-102 - MTF 830-104
PARCEL NUMBER: PE-8A
DATE: MARCH 5, 2021

PROPERTY DESCRIPTION

A Permanent Easement No. PE-8A of the Department of Transportation, State of Colorado Project Code 23631-23949, CDOT Project Number TAP M830-102 - MTF 830-104, containing 38,346 sq. ft. (0.880 acres) more or less located in the Southwest Quarter (SW1/4) of Section Eight (8), Township Five North (T.5N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, being a portion of Outlot 1 of Waterfall 4th Subdivision, recorded December 14, 2007, as Reception No. 20070093673, of the Records of Larimer County, being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 8; Thence North 41°49'51" East, a distance of 1929.60 feet to the Northerly line of said Outlot 1 of Waterfall 4th Subdivision, said point being also a Point of Curvature (PC) and the POINT OF BEGINNING;

1. THENCE leaving said Northerly line of Outlot 1 along the arc of a non-tangent curve concave to the Northeast, a distance of 234.13 feet, a Radius of 1015.00 feet, a Delta of 13°12'59" and is subtended by a Chord bearing North 76°06'09" West, a distance of 233.61 feet to a Point of Tangency (PT);
2. THENCE along the arc of a reverse curve concave to the Southwest, a distance of 129.61 feet, a Radius of 985.00 feet, a Delta of 07°32'22" and is subtended by a Chord bearing North 73°15'51" West, a distance of 129.52 feet to a Point of Tangency (PT);
3. THENCE North 77°02'01" West, a distance of 490.60 feet to a Point of Curvature (PC);
4. THENCE along the arc of a curve concave to the Southwest, a distance of 308.81 feet, a Radius of 1985.00 feet, a Delta of 08°54'49" and is subtended by a Chord bearing North 81°29'26" West, a distance of 308.50 feet to a Point of Tangency (PT);
5. THENCE along the arc of a reverse curve concave to the Northeast, a distance of 145.53 feet, a Radius of 1015.00 feet, a Delta of 08°12'55" and is subtended by a Chord bearing North 81°50'23" West, a distance of 145.41 feet to a point on the Westerly line of said Outlot 1;
6. THENCE North 00°17'50" East along said Westerly line, a distance of 30.69 feet to a Point of Curvature (PC);
7. THENCE leaving said Westerly line along the arc of a non-tangent curve concave to the Northeast, a distance of 147.60 feet, a Radius of 985.00 feet, a Delta of 08°35'08" and is

subtended by a Chord bearing South 81°39'16" East, a distance of 147.46 feet to a Point of Tangency (PT);

- 8. THENCE along the arc of a reverse curve concave to the Southwest, a distance of 313.48 feet, a Radius of 2015.00 feet, a Delta of 08°54' 49" and is subtended by a Chord bearing South 81°29'26" East, a distance of 313.16 feet to a Point of Tangency (PT);
- 9. THENCE South 77°02'01" East, a distance of 490.60 feet to a Point of Curvature (PC);
- 10. THENCE along the arc of a curve concave to the Southwest, a distance of 133.56 feet, a Radius of 1015.00 feet, a Delta of 07° 32' 22" and is subtended by a Chord bearing South 73°15'51" East, a distance of 133.46 feet to a Point of Tangency (PT);
- 11. THENCE along the arc of a reverse curve concave to the Northeast, a distance of 155.61 feet, a Radius of 985.00 feet, a Delta of 09°03'05" and is subtended by a Chord bearing South 74°01'12" East, a distance of 155.44 feet to said Northerly line of Outlot 1;
- 12. THENCE along said Northerly line of Outlot 1 the following two (2) courses:

South 61°49'29" East, a distance of 28.63 feet;
 South 56°08'51" East, a distance of 50.08 feet to the POINT OF BEGINNING;

The above described parcel contains 38,346 sq. ft. (0.880 acres), more or less.

The purpose of the above described Permanent Easement is for non-motorized concrete trail.

Basis of Bearings: The basis of bearings for project reference is the South line of the Southwest Quarter (SW1/4) of Section Eight (8), Township Five North (T.5N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, bearing North 89°39'41" East, based upon GPS observations and the City of Fort Collins Coordinate System, a distance of 2626.48 feet, with all other bearings contained herein relative thereto.

For and on the behalf of
 KING SURVEYORS
 Vladislav D. Skrejev, PLS 38705
 650 East Garden Drive
 Windsor, Colorado 80550
 (970) 686-5011



**CITY OF LOVELAND
REAL PROPERTY**

TO BE ACQUIRED

Permanent Easement Number: PE-8B

FROM

City of Greely
1000 10th Street
Greely, CO 80631-3808

FOR

Project Code: 23631-23949
CDOT Project Number: TAP M830-102 - MTF 830-104
Location: Centerra Trail

EXHIBIT "A"

PROJECT CODE: 23631-23949
PROJECT NUMBER: TAP M830-102 - MTF 830-104
PARCEL NUMBER: PE-8B
DATE: MARCH 5, 2021

PROPERTY DESCRIPTION

A Permanent Easement No. PE-8B of the Department of Transportation, State of Colorado Project Code 23631-23949, CDOT Project Number TAP M830-102 - MTF 830-104, containing 1,204 sq. ft. (0.028 acres) more or less located in the Southwest Quarter (SW1/4) of Section Eight (8), Township Five North (T.5N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, being a portion of Outlot 1 of Waterfall 4th Subdivision, recorded December 14, 2007, as Reception No. 20070093673, of the Records of Larimer County, being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 8; Thence North 53°03'43" East, a distance of 2091.11 feet to the Easterly line of said Outlot 1 of Waterfall 4th Subdivision and the POINT OF BEGINNING;

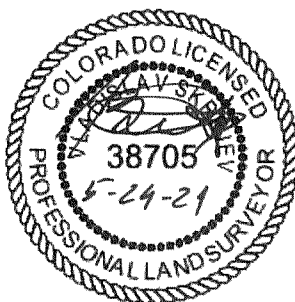
1. THENCE leaving said Easterly line of Outlot 1 North 42°50'12" West, a distance of 70.46 feet to a Point of Curvature (PC);
2. THENCE along the arc of a reverse curve concave to the Southwest, a distance of 8.81 feet, a Radius of 385.00 feet, a Delta of 01°18'38" and is subtended by a Chord bearing North 43°29'31" West, a distance of 8.81 feet to said Northerly line of Outlot 1;
3. THENCE along said Northerly line the following two (2) courses:
 South 76°20'01" East, a distance of 47.56 feet;
 South 62°49'01" East, a distance of 8.90 feet to the Northeasterly corner of said Outlot 1;
4. THENCE South 00°12'56" West along the Easterly line of said Outlot 1, a distance of 42.76 feet to the POINT OF BEGINNING;

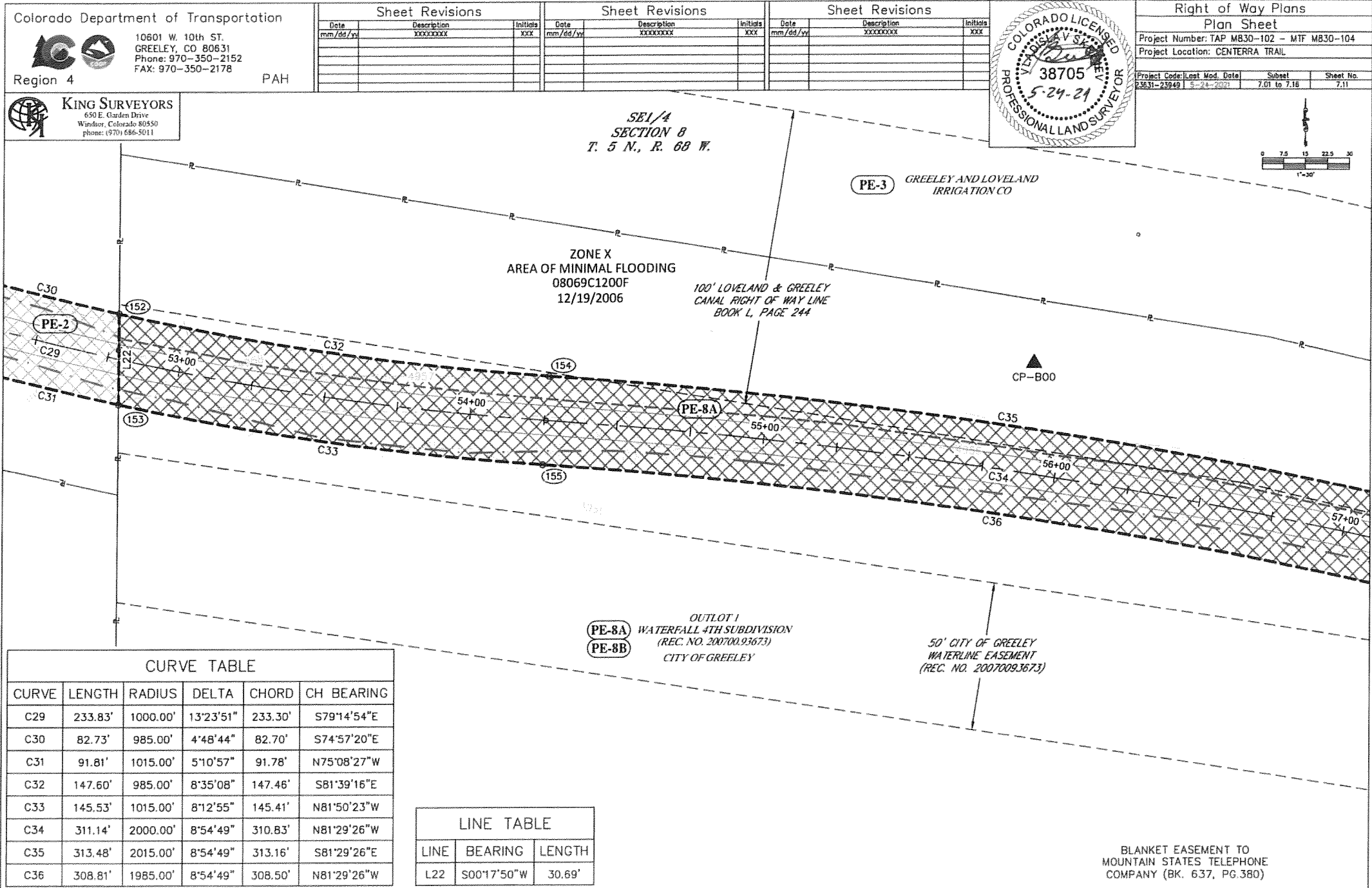
The above described parcel contains 1,204 sq. ft. (0.028 acres), more or less.

The purpose of the above described Permanent Easement is for non-motorized concrete trail.

Basis of Bearings: The basis of bearings for project reference is the South line of the Southwest Quarter (SW1/4) of Section Eight (8), Township Five North (T.5N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, bearing North 89°39'41" East, based upon GPS observations and the City of Fort Collins Coordinate System, a distance of 2626.48 feet, with all other bearings contained herein relative thereto.

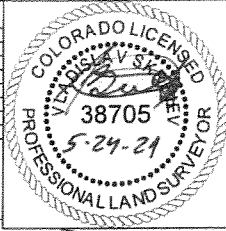
For and on the behalf of
KING SURVEYORS
Vladislav D. Skrejev, PLS 38705
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011





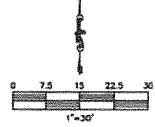
Colorado Department of Transportation
 10601 W. 10th ST.
 GREELEY, CO 80631
 Phone: 970-350-2152
 FAX: 970-350-2178
 Region 4 PAH

Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials
mm/dd/yy	xxxxxxx	xxx	mm/dd/yy	xxxxxxx	xxx	mm/dd/yy	xxxxxxx	xxx



Right of Way Plans		
Plan Sheet		
Project Number: TAP MB30-102 - MTF MB30-104		
Project Location: CENTERRA TRAIL		
Project Code: 23631-23949	Last Mod. Date: 5-24-2021	Sheet No. 7.11

KING SURVEYORS
 650 E. Garden Drive
 Windsor, Colorado 80550
 phone: (970) 686-5011



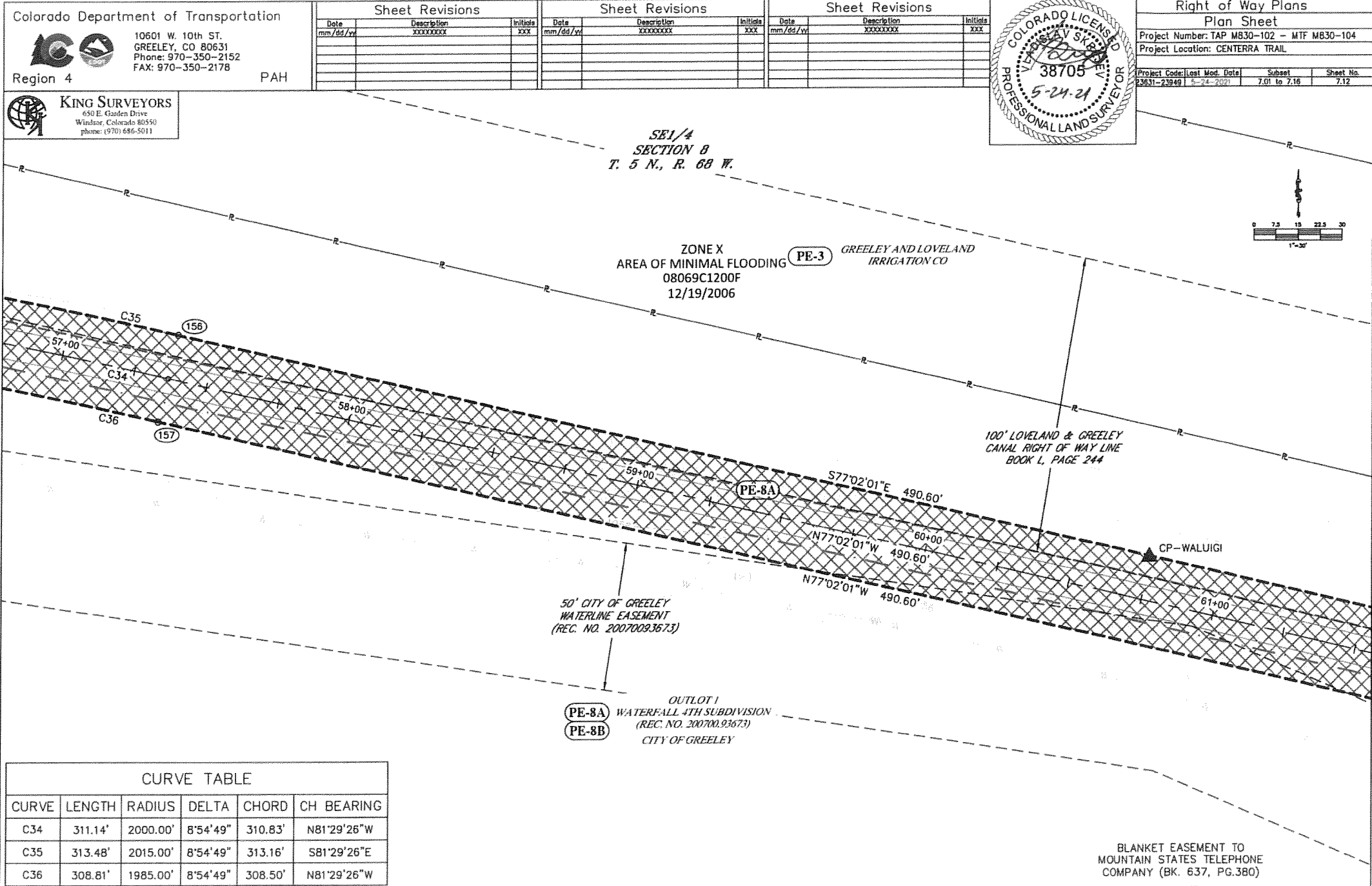
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C29	233.83'	1000.00'	13°23'51"	233.30'	S79°14'54"E
C30	82.73'	985.00'	4°48'44"	82.70'	S74°57'20"E
C31	91.81'	1015.00'	5°10'57"	91.78'	N75°08'27"W
C32	147.60'	985.00'	8°35'08"	147.46'	S81°39'16"E
C33	145.53'	1015.00'	8°12'55"	145.41'	N81°50'23"W
C34	311.14'	2000.00'	8°54'49"	310.83'	N81°29'26"W
C35	313.48'	2015.00'	8°54'49"	313.16'	S81°29'26"E
C36	308.81'	1985.00'	8°54'49"	308.50'	N81°29'26"W

LINE TABLE		
LINE	BEARING	LENGTH
L22	S00°17'50"W	30.69'

BLANKET EASEMENT TO
 MOUNTAIN STATES TELEPHONE
 COMPANY (BK. 637, PG.380)

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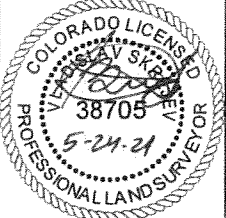
King Surveyors LLC, Job No. 20200389



Colorado Department of Transportation
 10601 W. 10th ST.
 GREELEY, CO 80631
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 Region 4 PAH

KING SURVEYORS
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 Windsor, Colorado 80550
 phone: (970) 686-5011

Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials
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Right of Way Plans		
Plan Sheet		
Project Number: TAP M830-102 - MTF M830-104		
Project Location: CENTERRA TRAIL		
Project Code: 23831-23949	Last Mod. Date: 5-24-2021	Sheet No. 7.12
Subset: 7.01 to 7.16		

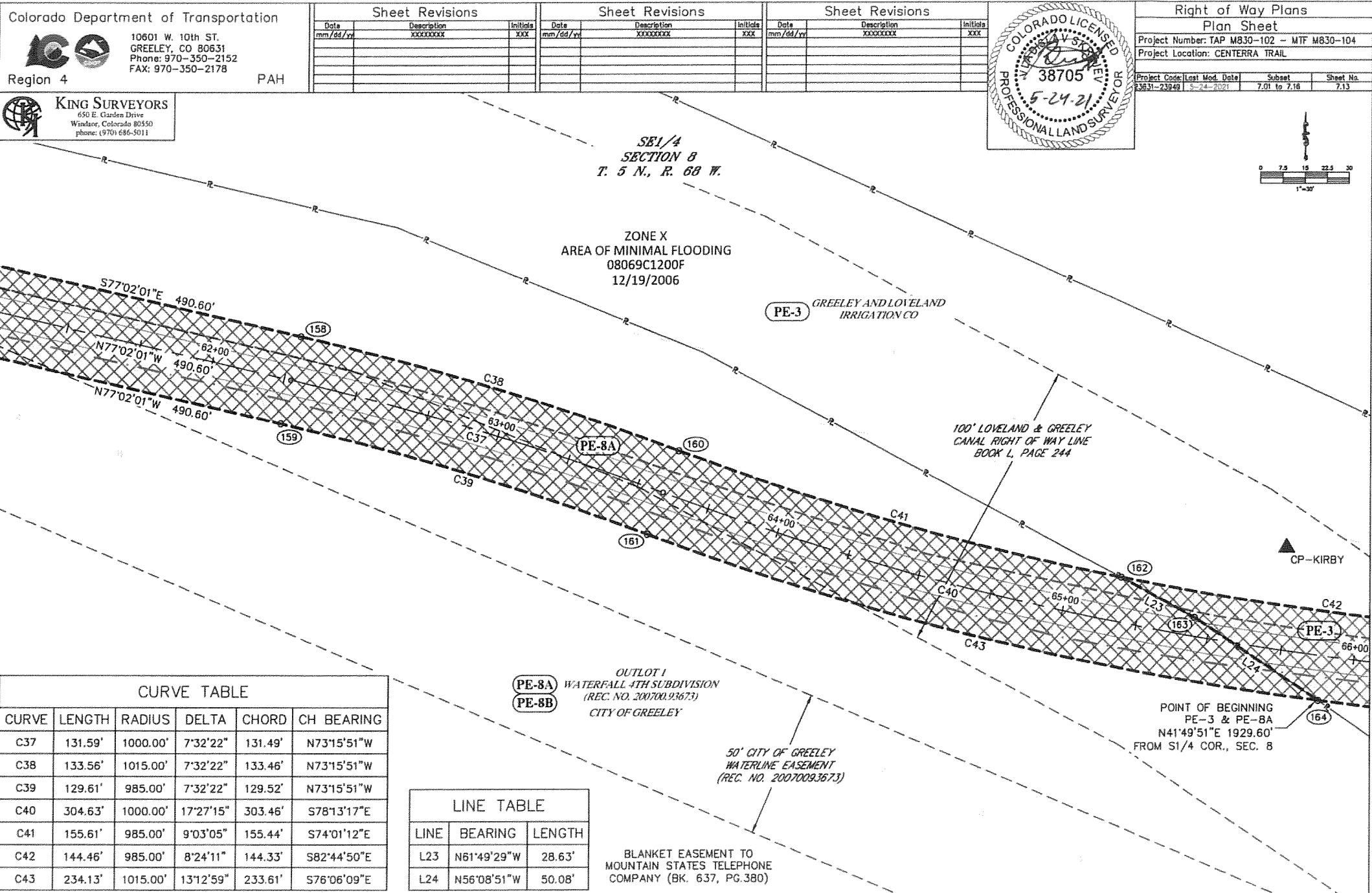
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C34	311.14'	2000.00'	8°54'49"	310.83'	N81°29'26"W
C35	313.48'	2015.00'	8°54'49"	313.16'	S81°29'26"E
C36	308.81'	1985.00'	8°54'49"	308.50'	N81°29'26"W

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King Surveyors LLC, Job No. 20200389

BLANKET EASEMENT TO
 MOUNTAIN STATES TELEPHONE
 COMPANY (BK. 637, PG.380)

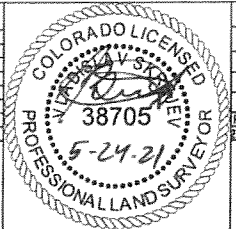
EXHIBIT 8A AND 8B (CITY OF GREELEY) PAGE 3



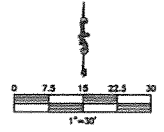
Colorado Department of Transportation
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 Region 4 PAH

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 Windsor, Colorado 80550
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Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX	mm/dd/yy	XXXXXXXX	XXX	mm/dd/yy	XXXXXXXX	XXX



Right of Way Plans
 Plan Sheet
 Project Number: TAP M830-102 - MTF M830-104
 Project Location: CENTERRA TRAIL
 Project Code: Last Mod. Date: Subset: Sheet No.
 23631-23949 5-24-2021 7.01 to 7.16 7.13



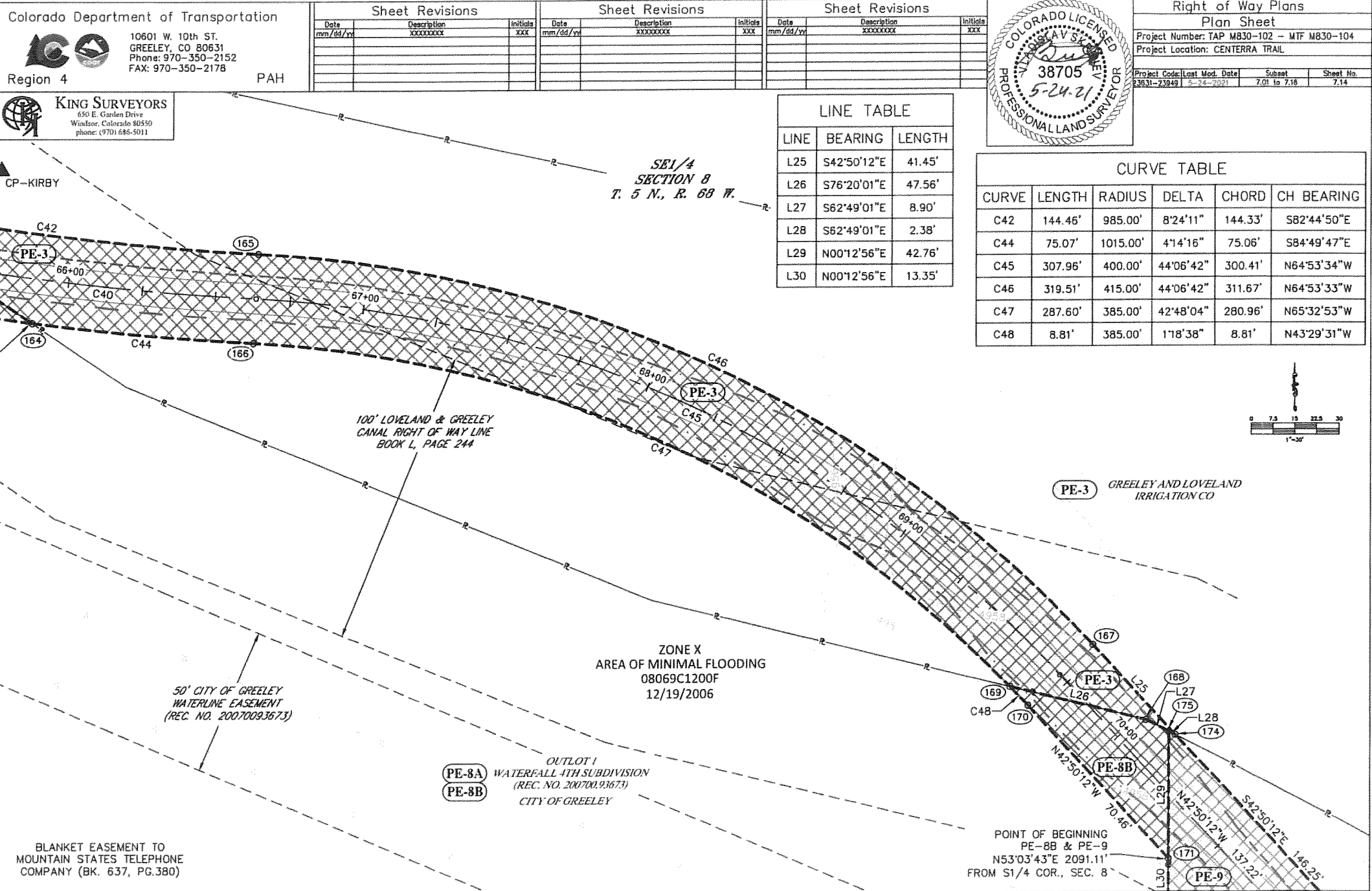
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C37	131.59'	1000.00'	7°32'22"	131.49'	N73°15'51"W
C38	133.56'	1015.00'	7°32'22"	133.46'	N73°15'51"W
C39	129.61'	985.00'	7°32'22"	129.52'	N73°15'51"W
C40	304.63'	1000.00'	17°27'15"	303.46'	S78°13'17"E
C41	155.61'	985.00'	9°03'05"	155.44'	S74°01'12"E
C42	144.46'	985.00'	8°24'11"	144.33'	S82°44'50"E
C43	234.13'	1015.00'	13°12'59"	233.61'	S76°06'09"E

LINE	BEARING	LENGTH
L23	N61°49'29"W	28.63'
L24	N56°08'51"W	50.08'

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King Surveyors LLC, Job No. 20200389

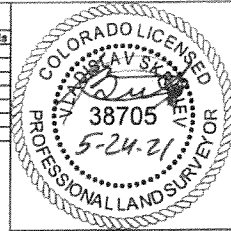
EXHIBIT A TO PARCEL PE-8B (CITY OF GREELEY) PAGE 4



Colorado Department of Transportation
 Region 4
 10601 W. 10th ST.
 GREELEY, CO 80631
 Phone: 970-350-2152
 FAX: 970-350-2178
 PAH

KING SURVEYORS
 650 E. Garden Drive
 Windsor, Colorado 80550
 phone: (970) 686-5011

Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials
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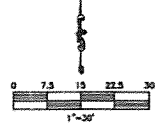
Right of Way Plans
 Plan Sheet
 Project Number: TAP M830-102 - MTF M830-104
 Project Location: CENTERRA TRAIL
 Project Code: Last Mod. Date Subst Sheet No.
 23831-23949 5-24-2021 7.01 to 7.18 7.14

LINE TABLE

LINE	BEARING	LENGTH
L25	S42°50'12"E	41.45'
L26	S76°20'01"E	47.56'
L27	S62°49'01"E	8.90'
L28	S62°49'01"E	2.38'
L29	N00°12'56"E	42.76'
L30	N00°12'56"E	13.35'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C42	144.46'	985.00'	8°24'11"	144.33'	S82°44'50"E
C44	75.07'	1015.00'	4°14'16"	75.06'	S84°49'47"E
C45	307.96'	400.00'	44°06'42"	300.41'	N64°53'34"W
C46	319.51'	415.00'	44°06'42"	311.67'	N64°53'33"W
C47	287.60'	385.00'	42°48'04"	280.96'	N65°32'53"W
C48	8.81'	385.00'	1°18'38"	8.81'	N43°29'31"W



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 King Surveyors LLC, Job No. 20200389

GRANT OF RECREATIONAL TRAIL EASEMENT

THIS EASEMENT is made this ____ day of _____, 2022, by and between, **CITY OF GREELEY, COLORADO, A COLORADO HOME RULE MUNICIPALITY**, whose address is 1000 10th Street, Greeley, Colorado 80631, hereinafter referred to as “Grantor,” and the **CITY OF LOVELAND, A COLORADO MUNICIPAL CORPORATION**, whose address is _____ hereinafter referred to as “City.”

RECITALS

A. Grantor is the owner of a parcel of property, identified by Larimer County parcel number _____, and legally described as:

See **Exhibit A** (“the Property”).

B. City desires to use and occupy a portion of the Property for construction, operation, repair, and maintenance, of a Recreational Trail (“Improvements”) in, under, or along portions of the Property as more particularly shown on **Exhibits B and C** (“Easement Area”), attached hereto and made a part hereof, and desires to obtain Grantor’s permission therefore.

C. Grantor agrees to grant to City a non-exclusive easement (“Easement”) for the above-stated purpose, upon the terms and conditions contained below.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer, and deliver unto the City, its successors, and assigns, in perpetuity, a nonexclusive easement and right-of-way in, over, and across the real property hereinafter described, including the perpetual right to enter upon said property at a time that it may see fit, and to construct a recreational trail across, over, through, upon, and under the real property hereinafter described and to repair, replace, relocate, inspect, operate, and maintain said recreational trail. The term “recreational trail” as used herein shall be broadly defined to include a hard or soft surface recreational trail for pedestrian, bicycle, and similar public recreational uses, including equipment and structures associated therewith.

Grantor hereby reserves the right to use the real property that is the subject of the easement so long as such use is not inconsistent with and does not unreasonably interfere with the City’s use of the easement as set forth herein and all such uses are first approved by the City in writing.

City agrees to:

1. With exception of installed Improvements, restore at its sole cost and expense the surface of the Easement, as nearly as practicable and permissible, to its prior condition and contour following any disturbance of the Easement Area occasioned by the uses granted to City.

2. Repair at its sole cost and expense any damage to the Property or Grantor's facilities located on the Property, as nearly as practicable and permissible, to its prior condition and contour following any disturbance of the Property occasioned by the uses granted the City in this Easement.

City acknowledges that the Property is actively used by Grantor as water treatment facilities ("Facilities") with certain requirements and restrictions for their operation. In consideration of the operations of the Facilities, City further agrees to the following additional terms and conditions:

1. Grantor reserves the right to cross the Easement Area, at times and frequency of its choosing, as part of the operations of the Facilities, in locations agreed upon by both parties in writing.
 - a. Grantor shall have no liability for damage, cracking, erosion, or degradation from its crossing of the Easement Area.
 - b. The Improvements shall be constructed in the agreed upon crossing locations to withstand heavy construction and industrial equipment.
2. City agrees to install, maintain, repair, and replace signage along the Easement Area, in a form and locations agreed to by Grantor in writing prior to installation, notifying users of the Easement that:
 - a. Users may encounter cross traffic as part of Grantor's Facilities operations.
 - b. Users of the Easement shall be required to yield to any vehicle or equipment traffic.
 - c. Notifies Users of the Easement Area that the Property is a "no fly zone" for drones within 1,250 feet of the Property.
3. City agrees to install, maintain, repair, and replace interpretive signage in no less than two (2) locations, in a form and location as agreed to by Grantor prior to installation, providing history and contextual information on the reservoirs, ditches, agricultural heritage and Grantor's Facilities related to the Property.
4. City agrees to restrict access to Grantor's Property outside the Easement Area to Users of the Easement by means of signage and/or fencing, in locations as agreed to by Grantor in writing.

TO HAVE AND TO HOLD said Easement unto City, its successors, and assigns forever.

Grantor does hereby covenant with City that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey the Easement herein granted, that the said Easement is free and clear of all liens and encumbrances and that it will forever warrant and defend the title thereto against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Grant of Recreational Trail Easement the day and year first above written.

(Signatures to follow)

CITY OF LOVELAND

Steven Adams, City Manager

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

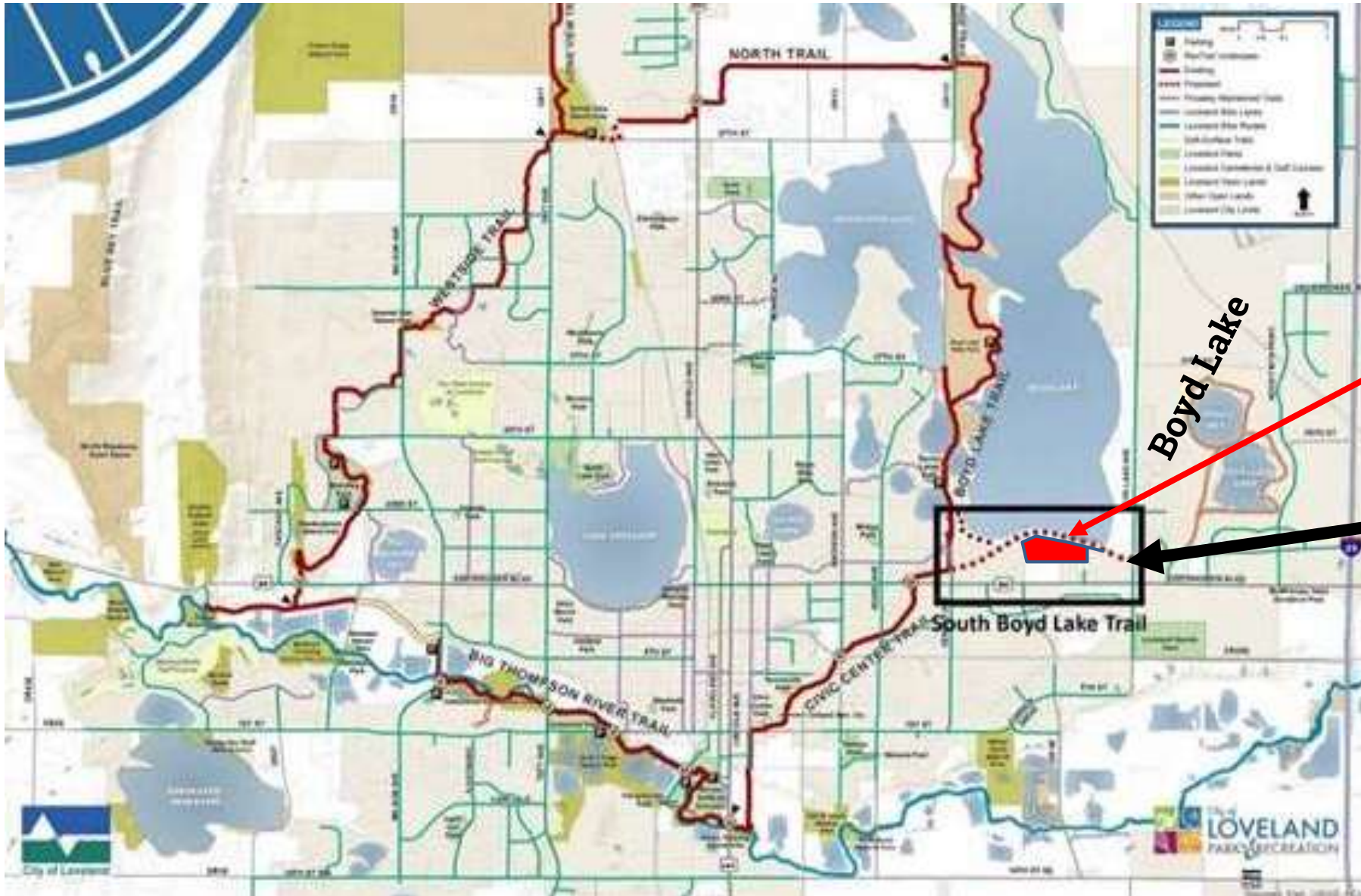
Request by City of Loveland for a Trail Easement from Boyd Water Treatment Plant

Presented to City Council

July 19, 2022



Proposed Loveland Centerra Trail Extension Easement



**City of Greeley
WTP Property**

**Centerra Trail
Extension
Location**

Safety and Security Priorities

Continuity of Operations:

- **Boyd Lake WTP provides peak season treatment**
- **Top priority is ensuring Boyd Lake WTP remains a secure public health facility**
- **Prohibition on WTP access, drone flights and photos**
- **Notice of intent to prosecute trespassers**

Employee Safety:

- **Safety priority for City staff, GLIC and trail users**
- **Greeley will**
- **Improved public safety with more legal trail users**



Signage Requirements Associated with Easement

Signage Requirements:

- **Safety and Security Warnings and Disclosures**
- **Interpretive signage to educate trail users**
 - **Greeley–Loveland Irrigation Co & Seven Lakes History;**
 - **The important role of agriculture in Northern Colorado**
 - **The Important role of reservoir storage**
 - **Historical photos and water system maps**
 - **Connecting trail users with the story of Water**
 - **Informing Trail users that lake levels are a tied to municipal and agricultural demands.**



Conclusions and Staff Recommendations:

Finding:

- Based upon the easement location, and conditions agreed to by City of Loveland, the easement's impact is limited and non-injurious to Greeley utility operations

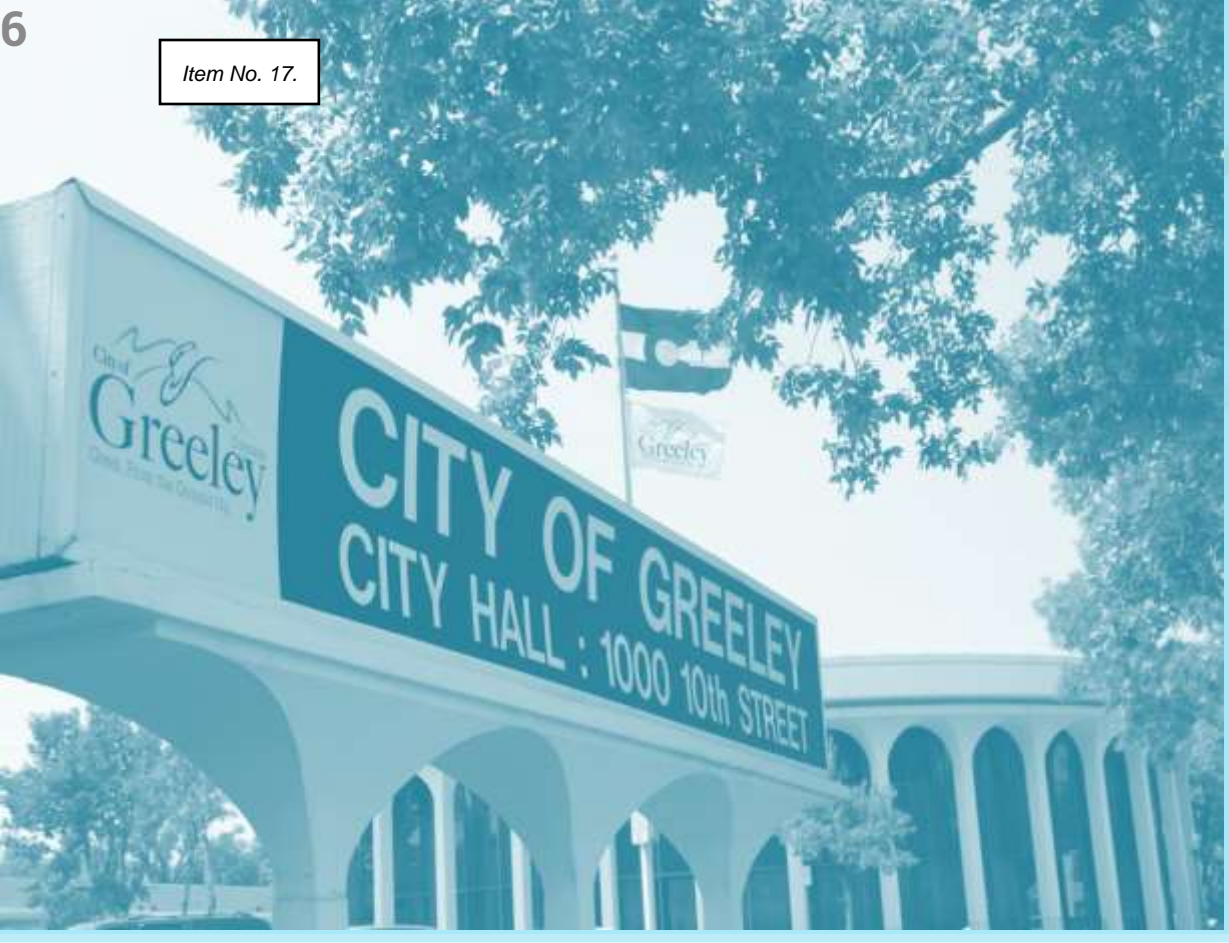
W&S Board Review:

- June 15, 2022 Action
- Approve and Recommend to Council

Greeley W&S and Real Estate staff recommends adoption of the ordinance to convey the subject trail easements to City of Loveland



Item No. 17.



QUESTIONS?



Council Agenda Summary

July 19, 2022

Key Staff Contact: Kristin Cote, Community Development, 970-350-9876

Becky Safarik, Interim Community Development Director, 350-9786

Title:

Consideration of a Request to Rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density), Changing the Underlying Land Use Designations for Approximately 15.433 Acres of Property Located East of 71st Avenue, North of 8th Street and Northeast of 69th Avenue (712 71st Avenue) and Final Reading of an Ordinance Changing the Official Zoning Map to Reflect the Same (HP Rezone), Continued from June 7, 2022

Summary:

The applicant requests to rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density) for a range of possible residential uses.

As background, this land was annexed into the City of Greeley through the North Sheep Draw Annexation on July 20, 1981 and designated as I-L (Industrial-Low Intensity). In 2005 a portion of the site was rezoned, dividing the 156 acre I-L (Industrial Low Intensity) zoning into a mix of C-D (Conservation District), C-H (Commercial High Intensity), R-H (Residential High Density), and I-L (Industrial Low Intensity) with Boomerang Master Plan Design Guidelines that would limit certain uses that are permitted by right, design reviews, and special reviews in the area, and establish specific design criteria through the Design Guidelines, that meet or exceed Development Code standards. In 2014, the existing area was also approved by City Council to include an intergovernmental agreement between the City of Greeley and the City Center West Commercial Metropolitan District. In 2016, a resolution for the Amendment and restated consolidated service plan for the City Center West Commercial Metropolitan District was approved by City Council to consolidate the City Center West Commercial Metropolitan District and the City Center West Residential Metropolitan District No. 2.

In 2015, a minor subdivision application was approved to adjust lot lines around the Hewlett-Packard property to accommodate self-storage. Two years later, a minor subdivision application was approved to adjust lot lines around the Hewlett-Packard property to accommodate Westridge Academy, a K-8 charter school that adjoins the western boundary of this property. In 2022, a minor subdivision application was approved to establish a lot which is proposed to be sold to the adjacent contiguous property owner to the west and a tract – the subject of this rezone - which is proposed to be developed as a residential community. The permitted uses currently allowed within the Boomerang Master Plan Design Guidelines in the R-H (Residential High-Density zone) include residential uses, boarding houses, farming, golf courses, open space, parks, and wireless telecommunications. This property once housed a portion of the Hewlett Packard facility. Upon HP's exit from Greeley in 2003, this property became vacant and fell into a diminished state since then. In 2021, this property was

acquired by the existing owner, who demolished the structures on-site, creating this vacant property for redevelopment.

The Planning Commission recommended approval of the request at the April 26, 2022 meeting by a vote of 4-0.

At the City Council meeting of June 7, 2022, the City Council heard the staff report and Planning Commission recommendation, the applicant's presentation, and from members of the public. Following this input, the Mayor Pro-tem closed the public hearing, at which time the applicant requested the item be continued to a future meeting. City Council voted to continue the request to the July 19, 2022 meeting.

Additional written public comment has been received by the Community Development Department concerning this rezone request. All such comment received by the Department as of noon on Monday, July 18th has been assembled in packets for distribution at the meeting if City Council elects to open the public hearing to receive such input. Council may choose to:

1. By vote, reopen the public hearing to receive and consider the additional written comment only (not accept further oral comment from the public);
2. By vote, open the public hearing to receive both the additional written comment and invite any additional comment from those in attendance in person or virtually; or
3. Decline to accept any further public comment (no vote needed)

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. If the request is denied the existing zoning remains in place. The owner of the site may not reapply for the same rezoning request (R-H) for one year.

Other Issues and Considerations:

None noted.

Strategic Work Program Item or Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

- 1) Adopt the 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:

Two motions are needed to approve this requested land use action:

1. A motion that, based on the application received, accompanying analysis and Planning Commission recommendation, the proposed rezoning from I-L (Industrial Low Intensity) to R-H (Residential High Density) is found to be in compliance with Development Code Section 24-204 and, therefore, approve the request.
2. A motion to adopt the ordinance and publish with reference to title only.

Alternately, to deny the requested land use action, the following motion would be in order:

1. A motion that, based on the application received, accompanying analysis and Planning Commission recommendation, the proposed rezoning from I-L (Industrial Low Intensity) to R-H (Residential High Density) is found to **not** be in compliance with Development Code Section 24-204 and, therefore, deny the request.

Attachments:

Ordinance

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

Planning Commission Minutes (April 26, 2022)

PowerPoint Presentation

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 22, 2022
CASE NO. ZON2021-0018**

**AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY,
COLORADO, FROM I-L (INDUSTRIAL LOW INTENSITY) TO R-H (RESIDENTIAL HIGH DENSITY)
CHANGING THE UNDERLYING LAND USE DESIGNATIONS FOR APPROXIMATELY 15.433
ACRES OF PROPERTY LOCATED EAST OF 71ST AVENUE, NORTH OF 8TH STREET AND
NORTHEAST OF 69TH 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 I-L (Industrial Low Intensity) to R-H (Residential High Density), 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

PROPOSED TRACT 3A, H-P GREELEY SUBDIVISION, SIXTH REPLAT, AND A PORTION OF ADJACENT 8TH STREET, TO BE REZONED FROM I-L TO R-H

ALL THAT PART OF LOT 3, H-P GREELEY SUBDIVISION, FIFTH REPLAT, AS RECORDED AT RECEPTION NO. 4272274 OF THE RECORDS OF WELD COUNTY, COLORADO, AND A PORTION OF ADJACENT 8TH STREET, LOCATED IN THE SW1/4 OF SECTION 4, T5N, R66W OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE S00°01'37"E, 56.00 FEET TO A POINT ON THE CENTERLINE OF 8TH STREET;

THENCE S89°58'23"W, 590.12 FEET ALONG THE CENTERLINE OF SAID 8TH STREET;

THENCE N00°01'37"W, 56.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE N00°01'37"W, 335.38 FEET ALONG A WESTERLY LINE AND A WESTERLY LINE EXTENDED NORTHERLY OF SAID LOT 3 TO A POINT OF CURVE TO THE LEFT;

THENCE NORTHWESTERLY, 174.33 FEET ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 33°17'44" AND BEING SUBTENDED BY A CHORD THAT BEARS N16°40'29"W, 171.89 FEET;

THENCE N33°19'21"W, 150.00 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 156.36 FEET ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 33°10'49" AND BEING SUBTENDED BY A CHORD THAT BEARS N16°43'57"W, 154.18 FEET;

THENCE N00°08'31"W, 406.77 FEET TO THE NORTH LINE OF SAID LOT 3;

THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ARE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 3:

THENCE N89°51'28"E, 282.19 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE EASTERLY, 254.21 FEET ALONG THE ARC OF SAID CURVE TO THE NORTHEAST CORNER OF SAID LOT 3, SAID ARC HAVING A RADIUS OF 3,045.00 FEET, A CENTRAL ANGLE OF 04°47'00" AND BEING SUBTENDED BY A CHORD THAT BEARS S87°45'02"E, 254.14 FEET;

THENCE S04°04'36"W, 195.58 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE SOUTHEASTERLY, 270.77 FEET ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 36°56'19" AND BEING SUBTENDED BY A CHORD THAT BEARS S14°23'34"E, 266.11 FEET;

THENCE S32°51'43"E, 217.59 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY, 217.77 FEET ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 32°50'06" AND BEING SUBTENDED BY A CHORD THAT BEARS S16°26'40"E, 214.80 FEET;

THENCE S00°01'37"E, 328.63 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3 AND THE TRUE POINT OF BEGINNING.

PLANNING COMMISSION SUMMARY

ITEM: H-P Greeley Subdivision, Sixth Replat Rezone

FILE NUMBER: ZON2021-0018

PROJECT: H-P Greeley Subdivision, Sixth Replat Rezoning from I-L (Industrial Low Intensity) to R-H (Residential High Density)

LOCATION: 712 71st Avenue
East of 71st Avenue, north of 8th Street, and northeast of 69th Avenue.

APPLICANT: Lasalle Investors, LLC.

CASE PLANNER: Kristin Cote, Planner II

PLANNING COMMISSION HEARING DATE: April 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

A. STAFF RECOMMENDATION

Approval

B. LOCATION

Abutting Zoning:

North: I-L (Industrial Low Intensity)
South: C-H (Commercial High Intensity)
East: R-H (Residential High Density – City Center West Res 2nd Fg)
West: I-L (Industrial Low Intensity)

Surrounding Land Uses:

North: Vacant
South: Undeveloped, Commercial
East: Residential Subdivision, City Center West Res 2nd Fg
West: Industrial zone, portion of former HP site

Site Characteristics:

The site is currently a vacant parcel with no natural, unique, or special topography, vegetation, wildlife, or other factors that could influence development options. This property consists of rolling terrain with some large mature trees established during the development of the former Hewlett Packard site. This property is included in the overall master drainage plan in place for the City Center West Development. All approved utilities are sized to accommodate an R-H use and the traffic flow proposed for a residential use is less during peak hours than the original traffic projections for an I-L (Industrial Low Intensity) use.

C. BACKGROUND

This land was annexed into the City of Greeley through the North Sheep Draw Annexation on July 20, 1981, the subject property was designated with I-L (Industrial-Low Intensity) zoning district (*Rec. No. 0001863877*) [Case No. Z 14:80]; rezoned on September 29, 2005, dividing the 156 acre I-L (Industrial Low Intensity) zoning into a mix of C-D (Conservation District), C-H (Commercial High Intensity), R-H (Residential High Density), and I-L (Industrial Low Intensity) with DCMP and the Boomerang Master Plan Design Guidelines (*Ordinance No. 57, 2005, Rec No. 3327374*) [Case No. Z 3:05]. The Boomerang DCMP was developed to establish a list of permitted uses within the C-H, I-L, and R-H zone districts that would limit certain uses that are permitted by right, design reviews, and special reviews in the area, and establish specific design criteria through the Design Guidelines, that meet or exceed Development Code standards.

The existing area was also approved by City Council to include an intergovernmental agreement between the City of Greeley and the City Center West Commercial Metropolitan District in December 2014 (*Ordinance No. 69, 2014*) [Case No. MD 1:14]. Later in 2016, a resolution for the Amendment and restated consolidated service plan for the City Center West Commercial Metropolitan District was approved by City Council to consolidate the City Center West Commercial Metropolitan District and the City Center West Residential Metropolitan District No. 2. (*Rec. No. 4231159*) [Case No. MD 1:16].

In 2015, a minor subdivision application was approved to adjust lot lines around the Hewlett-Packard property, H-P Greeley, 4th Replat (Rec No. 42704720) [Case No. 13:15], to accommodate the currently approved Boomerang Self-Storage [Case No. DR 4:17], formerly called the West Side Commons Storage.

In 2017, a minor subdivision application was approved to adjust lot lines around the Hewlett-Packard property, H-P Greeley 5th Replat [Case No. S 32-16] to accommodate Westridge Academy, a K-8 charter school that adjoins the western boundary of this property.

In 2022, a minor subdivision application was approved to split Lot 3, H-P Greeley 5th Replat [Case No. SUB2021-0033] to establish a lot which is proposed to be sold to the adjacent contiguous property owner to the west and a tract, which is proposed to be developed as a residential community.

The permitted uses currently allowed within the Boomerang Master Plan Design Guidelines (aka DCMP), in the R-H (Residential High-Density zone) include residential uses, boarding houses, farming, golf courses, open space, parks, and wireless telecommunications.

This property once housed a portion of the Hewlett Packard facility. Upon HP's exit from Greeley in 2003, this property became vacant and has endured repeated incidents of vandalism. In 2021, this property was acquired by the existing owner, who demolished the structures on-site, creating this vacant property for redevelopment.

D. 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 of this formerly vital site, which has over the years become a blighted property, specifically supports the following objectives of Goal 4:

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 development of the property can fulfill the intent of its proposed zoning district. Adequate public water and sewer facilities are provided for this property. As part of the City Center West masterplan, all engineering and utilities were originally designed to accommodate a large-scale industrial user, making them more than sufficient for use as a residential subdivision. A single-family residential

community is currently being built adjacent to its eastern boundary. Objective GC-4.3 Infill Compatibility states that the City shall “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.”

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:

This area has changed substantially over the years. When this zone was originally established, this site was on the periphery of City limits and was established to house a 160+ acre industrial campus for Hewlett Packard. That site was abandoned in the early 2000’s, and since that time a school has been constructed to the west of this property and a residential subdivision has been permitted on its easterly boundary. The use of this property that would best serve the interests of the public and the interests of the adjacent uses and residences in the area in a compatible and cohesive fashion, is the use of this property for residential purposes.

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 parcels’ current zone was established 40 years ago. The property owner has tried for many years to market this property in hopes of attracting an industrial user to no avail. The establishment of R-H (Residential High Density) zoning on this property allows for higher density residential to provide both an appropriate and desirable transition between the existing school site to the west of this property and the single-family homes now under construction to the east of this property.

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:

Currently to the east of this site is a school facility, to the west is a residential subdivision, to the north is a proposed park and to the south is vacant land zoned C-H (Commercial High Intensity), which presents an opportunity to provide convenient and vital commercial uses to residential property owners in this area. The adjacent uses will provide a transition to a residential use on this site.

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 south half of site was historically served by a dedicated 12"/15" sanitary sewer. During the construction of the City Center West Residential Subdivision 1st Filing, this existing sanitary sewer was abandoned and a new 15" sanitary sewer was installed to serve the site. This 15" sanitary sewer collects wastewater flow from the 8th Street commercial corridor and conveys it east through 8th Street. Ultimately, the sanitary sewer discharges into the 27" Sheep Draw interceptor.

The north half of the site would be served by an 8" sewer stub at the 68th Avenue dead end. This stub was designed with the City Center West 2nd Filing project and is currently under construction. This sewer ultimately discharges to the Sheep Draw interceptor.

An existing 12" water line on the southern portion of this property, adjacent to 8th Street, will provide adequate water services for this use.

A traffic compliance letter was submitted as part of this request. That letter indicated that the H-P Building in the original traffic study was previously thought to generate approximately 1,144 weekday daily vehicle trips, with 219 of these trips occurring during the morning peak hour, and 218 trips occurring during the afternoon peak hour. The currently proposed H-P Greeley Redevelopment Project, with 320 units of multifamily residential, is anticipated to generate 1,454 daily weekday trips with 128 trips occurring during the morning peak hour and 125 trips occurring during the afternoon peak hour. Therefore, the proposed rezone with redevelopment is anticipated to result in 91 fewer morning peak hour trips and 93 fewer afternoon peak hour

trips than the use that previously occupied the site and was originally studied in the same development area. This indicates that the proposed H-P Greeley Redevelopment is in traffic compliance with the original traffic study.

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 proposal complies with this criterion. This zoning change would accommodate the development of a residential multi-family subdivision, which is not currently permitted within the Industrial Low Intensity (I-L) zone district. Given the surrounding uses, this proposed zoning of Residential High Density (R-H) is a more appropriate zoning designation for the property at present time and will provide a transition from the single-family residential to the east.

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 process by the consistent enforcement of Municipal Code requirements regarding landscaping, buffers, architectural features, and setbacks. A conceptual traffic study and drainage report were provided with this applicant and the final drainage and traffic needs will 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. SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject site is part of the Replat of Lot 3, H-P Greeley Subdivision, Sixth Replat, which was a minor subdivision platted in April of 2022.

2. 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 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 available in the area and can adequately serve the subject site.

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 7, which is located approximately 700 feet southeast of this property

H. NEIGHBORHOOD IMPACTS

1. VISUAL

There are no proposed site changes corresponding to the rezoning currently. Any development plan application for the property would be reviewed for compliance with the City’s Development Code requirements regarding visual impacts.

2. NOISE

There are no proposed site changes corresponding to the rezoning currently. Any potential noise created by future development would be regulated by the Municipal Code.

I. PUBLIC NOTICE AND COMMENT

Neighborhood notices were mailed to surrounding property owners on April 8, 2022, per Development Code requirements. Additionally, two public notice signs were posted on the subject site on April 6, 2022. Notice was provided via the Greeley website on April 5, 2022.

J. MINERAL ESTATE OWNER NOTIFICATION

Mineral notice was sent in compliance with C.R.S § 24-65.5-103(I) on March 26, 2022.

K. PLANNING COMMISSION RECOMMENDED MOTION

Based on the application received, the Project Summary and accompanying analysis, the Planning Commission finds that the proposed rezoning of Tract 3A of the Replat of Lot 3, H-P Greeley Subdivision Sixth Replat from I-L (Industrial Low Intensity) to R-H (Residential High Density) meets the applicable Development Code criteria, Sections 24-204 and therefore, recommends approval of the rezone to the City Council.

Alternative motion:

Based on the application received, the Project Summary and accompanying analysis, the Planning Commission finds that the proposed rezoning of Tract 3A of the Replat of Lot 3, H-P Greeley Subdivision Sixth Replat from I-L (Industrial Low Intensity) to R-H (Residential High Density) does not meet Development Code Section 24-204; and therefore, recommends **denial** of the rezone to the City Council.

L. ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Project Narrative

Attachment C – Application

Attachment D – Boomerang Master Plan Design Guidelines

Attachment E – Public Comments

Vicinity Map

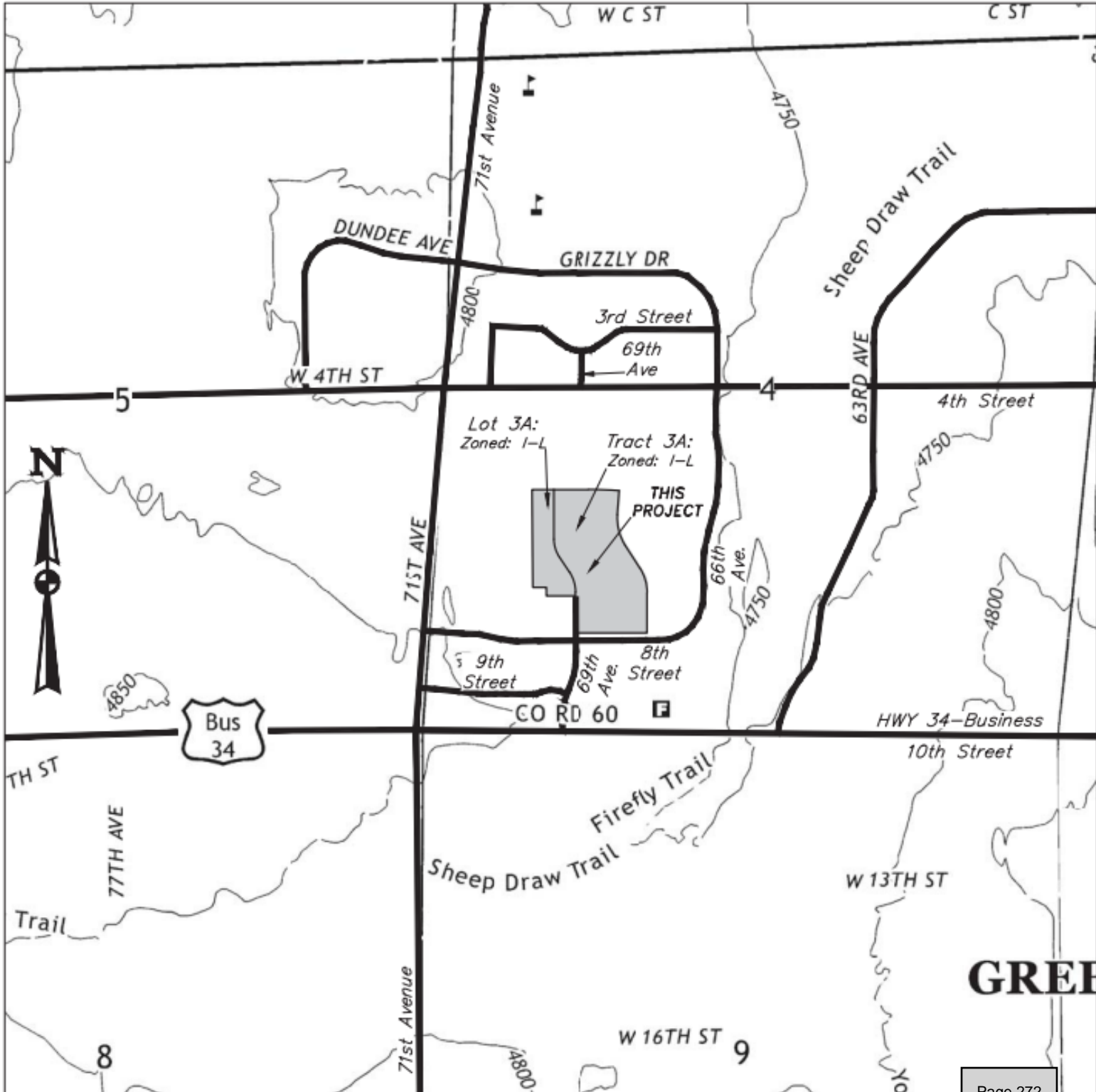
H-P Greeley Subdivision, Sixth Replat Rezone

ZON2021-0018



Attachment A

VICINITY MAP
1" = 1000'



Attachment B

H-P Greeley Subdivision, Sixth Replat

Project Narrative for Minor Plat and Rezone

Current property: Lot 3, H-P GREELEY SUBDIVISION, FIFTH REPLAT

Current Owner (Applicant): LASALLE INVESTORS LLC

As owner of Lot 3, H-P GREELEY SUBDIVISION, FIFTH REPLAT, Applicant wishes to create a Minor Subdivision of Lot 3, splitting Lot 3 into two separate parcels. The West parcel would contain 4.394 Acres, be named Lot 3A, and retain its current zoning of I-L; the East parcel would contain 15.433 Acres, be named Tract 3A, and be rezoned to R-H.

The proposed Lot 3A is currently under contract to the adjacent school, West Ridge Academy, contingent upon approval of the subdivision of Lot 3A as discussed herein. The proposed Tract 3A is under contract to a residential developer contingent upon both the approval of the subdivision of Lot 3 and the proposed rezoning of the proposed Tract 3A to R-H (from its current zoning of I-L).

Background

The current Lot 3 is part of the historic Hewlett Packard facility, an approximately 160 acre R&D campus developed in 1982 that at one time housed 1,800 employees. Upon Hewlett Packard's exit of Greeley in 2003, the main building became vacant and the surrounding land was ultimately sold, subdivided and rezoned to become City Center West, a master-planned development containing a mixture of residential and commercial uses. Lot 3 (an approximately 19.827 acre parcel upon which the main HP structure resided), however, remained unchanged in both its zoning and use as a multi-year search began for a new user for the building. Unfortunately after being vacant for more than 15 years and enduring repeated bouts of vandalism, it became clear that the building had become more of a liability than an asset. As a result, in late 2021 Lot 3 was acquired by Applicant and the building was demolished creating a vacant parcel of land.

Today Lot 3 (still holding its original Industrial-Low zoning) sits in the middle of an otherwise cohesive masterplan. Westridge Academy, a K-8 charter school adjoins its western boundary, a to-be-built City park adjoins its northern boundary and a single family residential community is currently being built adjoining its eastern boundary. We believe industrial zoning for their proposed Tract 3A no longer represents a complimentary use to the development, and that

Residential High (R-H) now provides the highest and best use for the property. R-H zoning allows for higher density residential to provide both an appropriate and desirable transition between the existing school site and the single family homes now under construction. Moreover, a rezoning of Tract 3A from I-L to R-H would represent the last step in transforming the original Hewlett Packard campus into a single harmonious development.

Rezoning the proposed Lot 3A (currently under contract to West Ridge Academy) is not required by West Ridge for the expansion of its school campus.

Lot 3A

Though Lot 3A is under contract to West Ridge Academy for future development of their school site, West Ridge's requires that their current property maintain a separate legal description from Lot 3A to retain the metro district tax exemption granted on their current property (the proposed Lot 3A will have no such exemption). Nonetheless, common ownership of the two lots will provide the necessary infrastructure for Lot 3A as the school's current property is already serviced by both public utilities and public road access.

Tract 3A

As part of the City Center West's masterplan, all associated engineering and utilities were designed and sized to accommodate a large-scale industrial user on Lot 3, which is to say all utilities and engineering are more than sufficient for a residential use on Tract 3A. Lot 3 is part of the overall master drainage plan already in place (please see attached approved plans from City Center West), all approved utilities are appropriately sized to accommodate an R-H use (please see attached letter from Northern Engineering), and traffic flow would be less than proposed under the original I-L use (please see letter addressing the original traffic projections from Kimley-Horn).

All site-specific details, including pedestrian access and circulation, will be addressed at the site plan approval stage once a final layout for the property is determined by the final end-user.

Review Criteria

We believe the proposed rezoning of Tract 3A from I-L to R-H meets all of the review criteria established in Section 24-204 (Rezoning) of the City of Greeley Development Code for the review, recommendation and decisions for a proposed rezoning as addressed below:

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?

and

Has the existing zoning been in place for a substantial time without development, and does this indicate the existing zoning is inappropriate given development trends in the vicinity?

Yes to both. The parcel's current zoning of I-L is a remnant from nearly 40 years ago when the larger overall 160-acre site came into existence as an R&D campus owned and operated by Hewlett Packard. In the early 2000s Hewlett Packard moved out of the facility and the land was ultimately sold, subdivided and rezoned to become City Center West, a master-planned development containing a mixture of residential and commercial uses. This parcel retained its original I-L zoning in hopes of attracting a new tenant to the main Hewlett Packard building. After nearly 20 years of vacancy and repeated bouts of vandalism, however, those hopes were abandoned and the building was demolished.

Can the proposal fulfill the intent of the zoning district considering the relationship to surrounding areas?

Yes. Today the parcel sits in the middle of an otherwise cohesive masterplan. Westridge Academy, a K-8 charter school adjoins its western boundary, a to-be-built City park adjoins its northern boundary and a single family residential community is currently being built adjoining its eastern boundary. We believe industrial zoning no longer represents a complimentary use to the development, and that R-H zoning allows for higher density residential to provide both an appropriate and desirable transition between the existing school site and the single family homes now under construction.

Will the proposed zoning 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.

Yes. This parcel sits in the middle of City Center West, and its rezoning represents the final piece to an overall cohesive masterplan. This parcel's remnant I-L zoning no longer represents a complimentary use to the development whereas an R-H zoning will provide

both an appropriate and desirable transition between the existing school site and the single family homes now under construction.

Does the City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.

Yes. The City Center West masterplan contemplated future development of this parcel and as such all approved infrastructure and utilities were sized to accommodate the parcel's development. Letters from Northern Engineering and Kimley Horn addressing the necessary utility and traffic capacity for an R-H use have been included with this rezone application.

Will the change 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.

Yes. The current zoning is a remnant from nearly 40 years ago when the site was part of an industrial campus that was located on the outskirts of town. Since then, the city has grown significantly and the surrounding area has been redeveloped into a mixed-use master planned development. This particular parcel sits adjacent to the existing residential section of said development making the proposed R-H rezoning both a more desirable and harmonious transition to the commercial uses to the south.

Are there any reasonably anticipated negative impacts on the area or adjacent property that are not mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.

No. On the contrary, for nearly 20 years a vacant deteriorating 200,000 square foot industrial building sat on this site inviting constant vandalism and increasingly producing a dangerous nuisance (and enormous eyesore) to the west entry of Greeley. The building has now been demolished and a rezone from industrial to residential will serve to harmonize the site with the surrounding like uses.

Is the proposal in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan?

Yes. The parcel sits within City Center West, a mixed use master planned neighborhood located within the designated “Mixed-Use” section of the Land Use Guidance Plan. The overall approximately 160-acre development generally transitions from single-family residential on the north to high intensity commercial pad sites on the south. This parcel, sitting almost perfectly in the center of the development, is surrounded by Westridge Academy, a K-8 charter school on its western boundary, a to-be-built City park on its northern boundary and a single family residential community currently under construction on its eastern boundary. A rezoning from I-L to R-H maintains the mixed-use characteristic of the neighborhood while also providing a more cohesive and natural transition from these adjacent low impact uses to the more high impact uses to the south.

In addition, the ability of the proposed R-H parcel to access both the adjacent public park and charter school serves to foster increased walkability/bikability of the residential neighborhood, and providing more high density residential to the area will increase the variety of affordable housing options and economic diversity in the area. All of which serve to further address several main objectives of the Comprehensive Plan.

Item No. 18.



Development Application

1100 10th Street Greeley, CO 80631
970-350-9780
www.greeleygov.com

Attachment C

APPLICANT NAME: Lasalle Properties LLC	ADDRESS: 5801 W. 11th Street, Suite 201 EMAIL: Greeley, Co 80634	PHONE: 970-381-5166
OWNER(S) OF RECORD: Lasalle Properties LLC	ADDRESS: same EMAIL:	PHONE:
OWNER(S) OF RECORD:	ADDRESS: EMAIL:	PHONE:
POINT OF CONTACT: Loren Shanks	ADDRESS: 3313 35th Avenue, Suite B EMAIL: Evans, Co 80620	PHONE: 970-506-1544

PARCEL / LOT INFORMATION

Parcel ID Number	R8948160 - 095904306003
Address or Cross Streets:	8th Street and 69th Avenue, the old HP site
Subdivision Name & Filing No.:	H-P Greeley Subdivision, Fifth Replat
Related Case Numbers: (PUD, Rezoning, and/or Plat)	

EXISTING

PROPOSED

Zoning:	I-L	I-L and R-H
Project Name:	Lot 3, H-P Greeley Subdivision, Fifth Replat	Lots 1 and 2, H-P Greeley Subdivision, Sixth Replat
Site Area (Acres & Square Ft.):	19.827 Acres	4.394 Acres and 15.433 Acres
Floor Area Ratio (FAR):	building under demolition	tbd
Density (Dwelling Units/Acre):	per I-L	per I-L and R-H
Building Square Footage:	228,109 sq.ft.	future development

PROJECT TYPE

<input type="checkbox"/> Annexation	<input type="checkbox"/> Minor Subdivision	<input type="checkbox"/> Historic Register Nomination	<input checked="" type="checkbox"/> Rezoning
<input type="checkbox"/> Appeal	<input type="checkbox"/> Condominium Plat	<input type="checkbox"/> Historic Preservation Design Review	<input type="checkbox"/> Planned Unit Development
<input type="checkbox"/> Entertainment Establishment	<input type="checkbox"/> Easement Encroachment	<input type="checkbox"/> Historic Preservation Financial Incentives	<input type="checkbox"/> ROW Dedication/Vacation
<input type="checkbox"/> Major Subdivision - Final Plat	<input type="checkbox"/> Site Plan	<input type="checkbox"/> Easement Dedication/Vacation	<input type="checkbox"/> Variance
<input type="checkbox"/> Major Subdivision - Preliminary Plat	<input type="checkbox"/> Use by Special Review	<input type="checkbox"/> Metropolitan District	<input type="checkbox"/> Other

Pre-Application Meeting Date: _____
Pre-Application Meeting Number: PAM _____

This application must be signed by owner(s) of record or authorized officer, if a corporation. Owner(s) listed must match title work. Processing and review of this application may require the submittal of additional information, subsequent reviews, and/or meetings, as outlined in the City of Greeley Development Code and Application Manual. After three (3) months of inactivity, a reminder will be sent to applicants stating that action is required within the next thirty (30) days or the application will be closed due to inactivity.

I hereby certify that, to the best of my knowledge, all information supplied with this application is true and accurate and authorize the applicant listed above to process the application on my behalf.

Owner's Signature: _____ Date: 12/1/2021



pcs group inc. www.pcsgroupco.com

BOOMERANG MASTER PLAN AMENDED DESIGN GUIDELINES

October 8, 2013

Developer:
City Center West, LP
7100 E. Belleview Ave.
Suite 350
Greenwood Village, Colorado 80111

Planner:
PCS Group, Inc
#3 B-180 Independence Plaza
1001 16th Street
Denver, CO, 80265

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Where provisions of these design guidelines are unclear or standards are not covered, the City of Greeley Development Code shall be considered the standard.

ARCHITECTURE STANDARDS

A 1.0 Design Principles

The goal of these design guidelines is to provide design standards that provide a consistent architectural and landscape character through the design of an integrated development. The goal is to provide flexibility for architectural design and optimize site and building functions.

The following guidelines are intended to outline the basic standards for design intent that will create the sustained development. The following design aspects will be addressed with these guidelines:

- Building Entrances
- Façade Treatment
- Base Treatment
- Roof and Top Treatment
- Building Materials and Colors
- Supplementary Standards

A 2.0 Building Entrances

A 2.10 Policy

Primary building entrances shall be clearly defined and provide shelter from the summer sun and winter weather. Building materials shall be selected to provide greater visual and textural interest at building entries.

A 2.20 Criteria

Primary entrances shall be easily identifiable to both the vehicular visitor as well as the pedestrian.

Building address (es) shall be clearly visible from the public right-of-way as well as at the entrance of each door.

Architectural articulation shall be evident at primary entrances. Textural and massing changes are required for visual interest as well as promoting the “human scale”

Primary entrances shall be protected from elements of weather.

Each principal building on a site shall have clearly defined, highly visible customer entrances featuring the following:

A. Customer entrances for “in-line retail” (or attached retail) shall feature no less than two of the items listed below:

B. Customer entrances for buildings of less than 25,000 gross square feet (excluding “in-line retail”) shall include no less than three (3) of the items listed below:

C. Customer entrances for buildings having 25,000 gross square feet, or more, shall include no less than five (5) of the items listed below:

D. Where additional stores will be located in the principal building, each store shall have at least one (1) exterior customer entrance, which shall feature no less than two (2) of the items in the following list:

1. Canopies, overhangs, or porte cocheres.
2. Recesses/projections
3. Arcades, porticos
4. Raised cornice parapets over the door
5. Peaked roof forms at entryway
6. Arches
7. Color change
8. Texture change
9. Material change
10. Door(s) which provide a focal element at the entrance
11. Functional outdoor patios
12. Architectural details such as tile work, moldings, exposed trusses, columns and other similar details, which provide interest and are integrated into the building structure and design

A 3.0 Façade Treatment

These standards are designed to provide architectural interest and variety, and avoid the effect of a flat, long, or massive wall with no relation to human size.

A 3.10 Variation in Massing

A single, large, dominant building mass shall be avoided. Buildings with 100 foot or longer front facades shall comply with the standards listed below:

Horizontal masses shall not exceed a height/width ratio of 1 vertical to 3 horizontal without substantial variation in massing that includes a change in height and projecting or recessed elements.

No façade that faces a public street or public open space shall have a blank featureless wall without at least two (2) of the following:

- A. Change in plane
- B. Change in color
- C. Change in texture, scoring, jointing, reveals or masonry pattern
- D. Windows
- E. Trellises, colonnades
- F. Porticos, awnings, or canopies

Use of inferior or lesser quality materials for side or rear facades shall be prohibited except where facades are not visible from the public right of way or common open space

Service entrances shall be planned to be visually unobtrusive to site entries, building entrances, public right-of-ways, and common open space.

A 3.20 Awnings

Awnings shall be broken down to relate to individual structural building bays or window openings.

A 4.0 Base Treatment

Facades shall have a recognizable “base” consisting of three (3) or more of the following:

- A. Thicker walls, ledges, or sills
- B. Integrally textured materials such as stone, masonry, or aggregate concrete.
- C. Integrally colored and patterned materials such as smooth finish stone or block.
- D. Lighter or darker colored materials, mullions, or panels as compared to the upper façade.
- E. Scoring/reveals.
- F. Belly band.
- G. Modular store front on first floor.
- H. Change in window pattern on first floor as compared to upper floor(s).
- I. Berming against base of building. 30” minimum height.

A 5.0 Roof and top Treatment

A 5.10 Purpose

Crown the building with a distinctive cap designed to terminate the top of the building.

Continuous flat parapets are prohibited, unless it can be demonstrated that façade massing breaks and other treatments create visual interest at the top of a building.

Rooftop mechanical units, dishes, and other miscellaneous equipment shall be screened or be an integral part of the building design. Screen material shall be of the same or compatible material texture and color to the building architecture.

A 5.20 Top Treatments

Parapets shall conceal flat roofs and rooftop equipment such as HVAC units in accordance with City of Greeley Development Code.

Non-residential buildings with a flat roof shall have a recognizable "top" consisting of two (2) of the following:

- A. Cornice treatment other than just colored "stripes" or "bands" with integrally textured materials, such as stone or other masonry or differently colored material.
- B. Sloping Roof form
- C. Stepped cornice treatment (min of 2 steps)
- D. An equivalent element that provides a recognizable top as approved by the DRC and administratively by the City
- E. A recognizable top treatment may not be required for buildings with a contemporary architectural style. Specific DRC and City approval is required in these instances.

A 6.0 Building Materials and Colors

A 6.10 Preferred Materials

- A. Brick
- B. Textured and/or ground face concrete block with integral color
- C. Textured architectural precast panels, painted and/or cast-in textures
- D. Site-cast or precast concrete panels, painted and/or cast-in textures
- E. Wood
- F. Natural stone and synthetic stone products
- G. Architecturally integrated metal wall panels, for accent materials.
- H. Synthetic Stucco
- I. Glazing- less than 65% reflectivity
- J. Smooth face concrete block, used in combination with other textured materials
- K. Other similar high quality materials

Materials must be consistent within the development to present an overall design.

A 6.20 Preferred Colors

Color palette should consider rich hues and a cohesive, unified theme throughout each planned development.

Monochromatic color schemes are discouraged.

The following colors families are encouraged to be used:

1. Grays- warm and cool
2. Greens/blues
3. Reds/browns
4. Other similar color families

A 6.30 Prohibited Colors

Color palettes consisting of high contrast and a dysfunctional theme as the predominant building color are prohibited.

The following are colors prohibited as the dominant theme:

1. Pastels
2. Metallic Colors
3. Other similar high contrast colors

A 6.40 Accent Colors

Accent colors are intended to compliment the primary building colors. They can be incorporated into shutters, window mullions, building trim, signs, light fixtures, awnings, etc. Bright/vivid colors shall be used sparingly. If used, accent colors shall be limited to 10-20% of the building façade.

A 7.0 Supplementary Standards

Individual types of commercial/retail projects have additional Design Guidelines associated with their use that are more specific in nature, as follows:

A 7.10 In-line Retail Stores

In-line, or attached retail stores, shall incorporate primary building elements that denote a place of entrance to the connecting pedestrian circulation patterns. These forms should be larger in scale than the entrances to the in-line retail components it addresses.

In-line retail uses shall incorporate building components, such as columns, arcades, covered walkways and trellises emphasis its connecting pedestrian circulation patterns.

In-line retail uses shall incorporate seating and pockets of outdoor living areas that provide resting areas.

A 7.20 Building Pad Sites

Retail/Commercial pad buildings shall be smaller in size than the retail anchor buildings to which they are adjacent.

Retail pad sites shall be separated from large parking lots by drive lanes and landscaping to delineate parking areas.

Utilitarian service areas shall not be placed adjacent to pedestrian pathways that lead to entrance areas. Utilitarian areas shall be fully screened with building components that are similar to or compatible with the building's wall materials and/ or colors.

A 7.30 Convenience/Gas Stations

Convenience stores and gas stations shall comply with the Greeley Municipal Code.

Canopies shall not exceed a 24 foot height. Canopies shall be architecturally integrated with the convenience store building and other accessory structures on the site through the use of the same or complementary materials, design motif, and colors.

A 7.40 Architecture for Commercial Buildings

Drive-up or drive-through facilities, whether attached or freestanding, shall be tied to the primary building with architectural forms, colors, and materials.

Ancillary structures, whether attached or freestanding, shall be of a design compatible with the primary building in materials/colors. Such structures shall be constructed of similar materials and designed for durability and easy maintenance.

Service areas and utilities shall be fully screened with walls, fences, landscaping or other forms which are to be compatible with the building in materials/ color. Such structures shall be constructed of similar materials and be designed for durability and easy maintenance.

SITE DEVELOPMENT STANDARDS

S 1.0 Design Principles

The goal of this section of the Design Guidelines is to provide additional design and landscaping standards for the development of the Boomerang Master Plan. The intent is to create a united site and landscape plan that will work with the existing structures on site while creating a compatible identity for each section of new development.

Standards not covered within these Design Guidelines shall be governed by the City of Greeley Development Code

S 2.0 Setbacks

The building and parking setbacks within Boomerang Village shall be determined, along with available performance options, by the City of Greeley Development Code for the appropriate zone district under consideration.

“Setbacks” refer to the required unoccupied open space between the furthestmost projection of a structure/parking lot and the property line of the lot on which the structure/parking lot is located.

See figure S 2.1 as an example of landscape screening within the required setback. On the west side of 69th Avenue and the east side of 70th Avenue, an attached sidewalk shall be permitted with a double row of shrubs for parking screening.

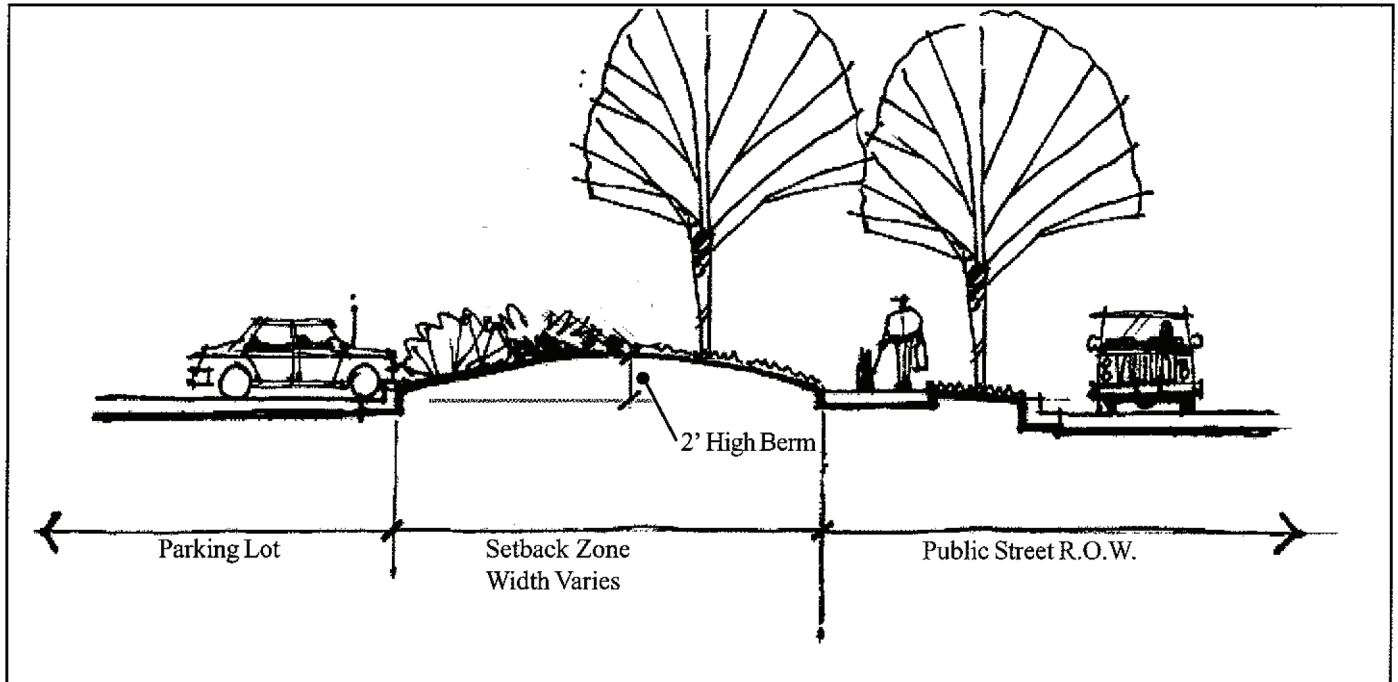


Figure S 2.1 - Landscape Setback Character Sketch

S 3.0 Open Space requirements

A minimum of 85% of the area defined as open space shall be vegetated landscaped areas. The intent is to create spaces which can be seen, used, and enjoyed by people, whether on foot, or in a vehicle.

Open space requirements for individual commercial lots can be reduced, if approved by the City of Greeley Planning Department, provided that the total percentage of open space within the commercial lots meets or exceeds the requirements of the Design Guidelines.

Open Space Table

LAND USE	Open Space % Required
Commercial/Retail	20 %
Industrial/Office	10 %
Residential	30 %-R-M 30 %-R-H

S 4.0 Parking Lot Screening

S 4.10 Policy

Parking lots shall be screened from surrounding public streets, public sidewalks and trails, public parks and other properties that are used by the public.

S 4.20 Criteria

- A. Whenever there are six (6) or more parking spaces on the property, the parking lot shall be screened where it abuts a public street.
- B. Berms, walls, fences, plants, planters or similar means shall be used to create the parking lot screen. Where structures such as walls or fences are used to create a screen, plants shall be located on the side of the structure which can be seen from surrounding streets, walks, parks, trails, and other properties which are used by the public.
- C. The screen around the parking shall be at least two (2) feet higher than the surface of the parking lot. Where plants are used to create a screen, the plants should create the screen within three years from the time planted.
- D. Parking lot setbacks are provided to mitigate the visual impacts of parking areas from adjacent parcels and public rights of way (refer to Section S2.0 for setbacks). In addition, a berm, landscape or wall may be used for lots adjacent to 10th Street. The screen along 10th Street shall reach a minimum height of 3' in order to maintain the existing character and feel of 10th Street. Height of screen will be measured from the north edge of 10th Street.

S 5.0 Landscaping

S 5.10 Purpose

Landscaping is intended to unify the building and its site along with adjacent development areas.

The development shall be landscaped with regionally appropriate materials. Perimeter streetscapes shall have a mix of formal and informal groupings of trees with large groupings of shrubs for seasonal interest.

Where appropriate, turf will be low water requiring varieties with areas of longer, native species.

Perennial and annual flowers will provide accent color. Landscaping and/or earth shaping shall be used to screen surface parking, to soften structures such as soft wall and to buffer sound adjacent to heavily traveled areas. Shrubs are encouraged to be used for low level buffers, enclosure, identity, and reinforcement of pathways, and to provide visual interest and display.

S 5.20 Plant Materials

Landscape design shall incorporate some or all of the following Xeriscape principle, including:

- A. Grouping plants with similar water requirements together ;
- B. Limiting high-irrigation and plantings to high-use and/or high visibility areas;
- C. Use of low water demanding plants and turf where practical;
- D. Use of indigenous plant materials, where appropriate and practical,
- E. Use of efficient irrigation systems, including the potential use of non-potable irrigation water.
- F. Use of mulches and soil improvements; and
- G. Provision of programs for regular and attentive maintenance.
- H. Trees and shrubs sizes, at the time of planting, shall comply with the following minimum sizes:
Deciduous Trees -2" caliper
Ornamental Trees -1 ½ "caliper
Evergreen Trees -6'height
Shrubs- 5 gallon

S 6.0 Commercial High Intensity (C-H) Zoning Uses

S 6.10 Permitted Uses

Farming
 Churches
 Libraries, Museums, etc.
 Long-term care, Assisted Living
 Police, Fire, and Ambulance Dispatch Stations
 Schools (business, trade)
 Art, Dance, Photo Studios, Galleries
 Auto Uses- Under 1 acre
 Auto Uses- Car & Truck wash (<1 acre & <3 bays)
 Banks, Savings & Loans, Financial Institution (with-out drive- up windows)
 Bars, Taverns, Lounges
 Brew Pubs
 Cleaning & Janitorial Services
 Dry Cleaning (no on site cleaning)
 Emissions Testing Center (<1 acre)
 Golf Uses- Golf Course, range w/o lights
 Golf Uses- Golf Course, range w/ lights
 Golf Uses- Miniature Golf
 Hospitals
 Lodging- Hotels & Motels
 Medical & Dental Offices & Clinics, Supplies
 Mortuaries, Funeral Homes
 Nurseries, Greenhouses, Garden Shops
 Offices
 Parking Lots & Structures
 Personal Service Shops (beauty, barber, etc.)
 Printing, Copying, Mail center
 Radio & TV stations
 Recreation Uses- Community Rec. Bldg.
 Recreation Uses- Indoor, outdoor extensive
 Recreation Uses- Membership/Health Clubs
 Recreation Uses- Open Space
 Recreation Uses-Parks (pocket, neighborhood, regional)
 Rental Service (equipment, small tools, supplies, etc.) Not including vehicle rental or outdoor storage of rental equipment.
 Restaurants - Cafes & Other eating establishments (includes outdoor seating areas)

Retail Repair Shops
 Retail Sale- Up to 20,000 SF GFA
 Theaters- Indoor, movie
 Train, Shuttle, Bus Depots
 Newspaper & Publishing Plants, Binderries
 Research & Testing Labs
 Utility Service Facilities-< 300 SF
 Wireless Telecomm.- Co-location on existing tower

S 6.20 Design Review Uses

Animal Uses, Pet stores, Pet Grooming
 Animal uses- Vet Clinic (no outdoor run)
 Banks, Savings & Loans, Financial Institution (with drive- up windows)
 Mixed Use (must include residential)
 Secondary Dwelling
 Child Care / Daycare Centers, Preschools
 Convenience Store w/ Gas (1 acre or less)
 Food & Beverage Processing Facility (minor)
 Gas Stations (1 acre or less)
 Group Homes with 8 or fewer residents
 Lodging- Bed & Breakfast
 Restaurants- Drive-in/ drive-thru
 Restaurants- Drive-up Window
 Retail Sales- Over 20,000 SF GFA
 Warehousing- Self-serve under 5 acre in size
 Telecommunications Uses- satellite antennas over 3' diameter
 Utility, Comm. Tower & Cabinet>Bldg. Height
 Wireless Telecomm.- Stealth design
 Wireless Telecomm.- Roof-top mounted

S 6.30 Special Review Uses

Single-Family Dwelling
 Two- Family Dwelling
 Multi-Family Dwelling
 Town House Dwellings
 Boarding/Rooming Houses
 Dormitories, Sororities, Fraternities
 Group Homes with 8 or more residents
 Schools (other than business & trade schools)
 Universities, College

S 6.30 Special Review Uses (con't)

Gas Stations with Convenience (over 1 acre)
 Auto Uses- Over 1 acre
 Auto Uses – Auto Repair, Auto Sales (over 1 acre)
 Auto Uses – Car & Truck wash over 3 bays
 Retail Sales- Over 100,000 SF GFA
 Warehousing- Self -serve over 5 acre in size
 Oil & Gas Operations
 Utility Service Facilities->300 SF
 Utility Lines over 33 KVA
 Wireless Telecomm.- Freestanding (non-stealth)

S 6.40 Excluded Uses

Emergency Shelters, Missions
 Animal Uses- Kennels
 Animal Uses- Vet Clinic w/ outdoor run
 Auto Uses- Auto Rental
 Auto Uses- Commercial Truck Wash
 Auto Uses- Towing Service
 Bingo Halls & Parlors
 Builder/Contractor Supply Office & Yards
 Drive-In Theaters
 Exterminating Shops
 Laundromats
 Pawn Shops
 RV & Travel Trailer Parks
 Theaters- Outdoor (sports arenas, stadiums)
 Theme or Amusement Parks, Zoos, Aquariums
 Upholstery Shops
 Recycling Centers- Small and Large

COMPATIBILITY WITH COMPREHENSIVE PLAN

The Development Concept Master Plan Amendment is not proposing to alter any of the zoned uses on the property, and as such, this amendment remains compatible with the existing zoning. It is also consistent with the goals of the 2060 Comprehensive Plan, providing a mix of uses within a development, and encouraging walkability and promoting a healthy lifestyle.

This amendment is simply depicting the current plans for the commercial development along 10th Street, along with updating the Eastern portion of the 10th Street frontage to include the proposed Banner Health Site. The plan maintains the approved mix of uses with proposed residential and commercial uses, and the character and intensity of development remains reflective of the Comprehensive Plan principles and guidelines.

PROPERTY SETTING

The Boomerang Master Plan is located at the northeast corner of the intersection of 10th Street and 71st Avenue. The northern border of the property is 4th Street and the East boundary of the property runs along Sheep Draw. The property is approximately 156 acres of rolling terrain and large mature trees with the former Hewlett Packard building located in the central portion of the property.

The adjacent zoning along the north edge is R-H with a small portion at the west end zoned C-H. The adjacent zoning along the east edge of the property is C-D. The south edge of the property has adjacent zoning of C-H and R-H. The west side of the property is a mix of R-L and R-H zones along with the Boomerang Golf Course.

The zoning on the property has not changed and remains a mix of zoning throughout the property. The southern portion of the property is C-H zoning and the northern portion is a mix of R-M, R-H, C-H and I-L zoning. We feel that the zoning designations for the property remain compatible with the existing uses in the surrounding area.

PEDSTRIAN CIRCULATION

The challenge with pedestrian circulation for this property is creating easy access between large areas that will be easily identifiable and accessible for pedestrians. For the majority of the property the proposed streets with sidewalks and parkways will serve as the primary connection for pedestrians between parcels. The residential portion of the property on the north end is planned to have an open space connection through the developed areas that will lead to the Sheep Draw corridor. We feel the connection for pedestrians to the Sheep Draw corridor, and onto the existing trail is the most important connection for the site.

The commercial pad sites along 10th Street will provide safe and convenient pedestrian access for their clientele. At the same time, east-west pedestrian connections will be provided along both the front and rear of the pad sites, ensuring connectivity between the commercial uses and to the greater community. These connecting walks will ultimately lead to Sheep Draw via multiple connections north to 8th Street which facilitates this connection.

From: [James Powers](#)
To: [Kristin Cote](#)
Subject: [EXTERNAL] Zoning Change
Date: Monday, April 18, 2022 4:45:20 PM

Hi Kristin,

I am writing in reference to Case number ZON2021-0018 in which Lasalle Properties, LLC is seeking to rezone Tract 3A of the Replat of Lot 3, H-P Greeley Subdivision Sixth Replat from I-L to R-H. I assume, from information I have found online that Residential High Density is for purposes of building an apartment complex.

That being the case, I must voice my OPPOSITION to this change.

I am a new home owner at 6615 7th Street which puts this complex at the end of my street. We are already seeing issues with the Ten West apartments at 6600 8th St. Their residents are frequently seen driving irresponsibly and, in some cases, downright dangerously down 66th Avenue from 4th Street or down 8th Street from 69th Avenue. I have nearly been hit by residents of that complex while driving to or from my home. They also have a significant number of vehicles parked on 66th Avenue and in one case, not paying attention, one of their residents nearly caused a wreck with my wife when they threw a car door open, not paying attention to traffic.

While I understand that this doesn't necessarily drive down my property value (at least based on current trends), I don't want that to be a factor in the future. This is the last home my wife and I will purchase in our lifetime and I don't want my children to be stuck with a house they cannot sell. Homeowners don't typically like to purchase in the vicinity of apartments as we were advised by our realtor in Denver. Based on his recommendation, we avoided the house that was our first choice due to its proximity to an apartment complex.

My bigger concern is safety. My youngest daughter is 12, entering 7th grade next year and will be back in-person at Westridge Academy. She and her friend, who live next door, will be walking to and from school with her younger brothers both age 6. With the way the Ten West residents drive and their high traffic impact, I'm concerned for their safety. Adding another complex to the 8th Street bottleneck dramatically increases the danger for pedestrians, especially children who don't always pay attention to their surroundings.

I ask that the Planning Commission stand with me in OPPOSITION to this zoning change. A change to Low-Density residential, to extend the Hartford development would be preferred for home values and safety concerns.

Please confirm receipt of this email and that it will be included in the Planning Commission meeting on April 26th. I would like to attend but have a medical procedure scheduled for that day. How will I find out results of this meeting?

--
Jim Powers

CAUTION: This email is from an **external** source. Ensure you trust this sender before clicking

From: [James Powers](#)
To: [Kristin Cote](#)
Subject: [EXTERNAL] Re: Zoning Change
Date: Friday, April 22, 2022 8:58:02 PM

Hi Kristin,

I have an additional statement I would like to add to my opposition plus the attached photos.

Due to the already congested traffic through our neighborhood, my daughter was hit by a truck crossing the street after getting our mail. This happened at 3:35 this afternoon. She has a severe concussion as well as multiple fractures in her face and will likely require surgery. YOU MUST OPPOSE THIS REZONING! We CANNOT have more traffic that will cause more injuries to children. DO NOT APPROVE THIS!!!

Brian Bartels

From: Landon Hoover [landon@hartfordco.com]
Sent: Monday, April 25, 2022 1:43 PM
To: Brian Bartels
Subject: Hartford Homes Letter of Support

Brian –

Hartford Homes and CCW Development, the homebuilder and developer adjacent to the site, offer this letter of support for the re-zoning and redevelopment of the site. We are grateful for the progress to date, and we look forward to the continued partnership seeing the site develop. The removal of the building has already had a positive impact, reducing theft and vandalism in our neighborhood. We believe the long-term impacts on safety and home values will be significant.

Thank you.



Voted Best Builder in the Western US by AVID!!



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Brian Bartels

From: Landon Hoover [landon@hartfordco.com]
Sent: Monday, April 25, 2022 1:39 PM
To: Brian Bartels
Cc: Patrick McMeekin
Subject: HOA & Metro District Support

Brian –

On behalf of the Northridge Trails Homeowners Association and City Center West Residential Metropolitan District No.2, I offer this letter of support for the re-development and re-zoning of the “Old HP” site. We believe the removal of the building, re-zoning and redevelopment of the site will support home values and positively impact the area long-term.

Thank you.

Pat McMeekin

President
Northridge Trails Homeowners Association
City Center West Metropolitan District

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Brian Bartels

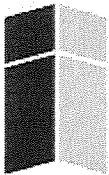
From: Kenneth Dyer [kdyer@cfstrategies.net]
Sent: Monday, April 25, 2022 1:31 PM
To: Brian Bartels
Subject: HP Site

Brian,

As chairman of the school board for West Ridge Academy Charter School, I want to personally thank you for working with the school regarding the former Hewlett Packard building. As you are aware, the school had very close proximity to the old manufacturing building. We experienced a multitude of security issues due to the disrepair of the old facility. There were numerous occasions where police were summoned because of suspicious activity. Now that the building has been demolished our safety concerns have been ratified. Again, thank you for your help and service to our school and community.

Gratefully,

Ken Dyer
(970) 590-3971



Cornerstone
Financial Strategies

Securities offered through The O.N. Equity Sales Company, Member FINRA/SIPC. One Financial Way Cincinnati, Ohio 45242 (513) 794-6794
Investment Advisory services offered through O.N. Investment Management Company

Brian Bartels

From: KENT HENSON [khenson1@greeleyschools.org]
Sent: Monday, April 25, 2022 9:19 PM
To: Brian Bartels
Subject: Tointon Neighborhood

Hi Brian,

As a resident of West Greeley and employee of Greeley Evans School District 6, I wanted to take this opportunity to express my support for the work you are doing at the former HP site.

That building was an eyesore and was an attractive nuisance for adolescent and other negative behavior.

As the new Tointon Academy opens next fall, the removal of this dilapidated concrete shell and the upcoming development has improved the image of that corridor.

Thank you for your work in the neighborhood.

Kent Henson
226 N 52nd Ave
Greeley CO 80634

--



Kent Henson, ED. S.

Assistant Superintendent of Support Services
Weld County School District 6
2204 5th Avenue
Greeley, CO 80631
970-348-6409

Facilities Maintenance * Transportation
IT*Grounds*Custodial*Facilities Projects

on any links or attachments.

City of Greeley, Colorado
PLANNING COMMISSION PROCEEDINGS

April 26, 2022

1. Call to Order

Chair Yeater called the meeting to order at 1:15 p.m.

2. Roll Call

The hearing clerk called the roll.

PRESENT

Chair Justin Yeater
Commissioner Jeff Carlson
Commissioner Larry Modlin
Commissioner Christian Schulte

ABSENT

Commissioner Chelsie Romulo
Commissioner Brian Franzen
Commissioner Erik Briscoe

Under citizen comment, the chair recognized Mike Weiland, 436 47th Avenue, spoke on behalf of the Greeley Chapter of Citizens Climate Lobby. He invited the commissioners to a documentary called Earth Emergency and discussion on May 7, 2022, at 10:30 at the Lincoln Park Library.

3. Approval of Agenda

There were no corrections or additions to the agenda, and it was approved as presented.

4. Approval of March 22, 2022, Minutes

Commissioner Carlson moved to approve the minutes dated March 22, 2022. Commissioner Modlin seconded the motion. Motion carried 4-0. (Commissioners Romulo, Franzen, and Briscoe were absent.)

5. Public hearing to consider a request to rezone approximately 15.433 acres of land located at 712 71st Avenue from I-L (Industrial Low Intensity) to R-H (Residential High Density) (Project No. ZON2021-0018)

Kristin Cote, Planner II, addressed the Commission. She stated this parcel is currently vacant and has been searching for an industrial user for about 20 years. A user was not found, so they are pursuing this rezone in hopes of establishing a multi-family development on this tract. Ms. Cote explained that in 1981 the property was zoned and annexed through the Sheep Draw annexation. She then presented the visibility map that showed a single-family residential subdivision to the east and a school site to the west. She said that lot 3-A was established as part of the minor subdivision, which is being reviewed for rezoning R-H rezoning today. Subsequently, she had received two e-mail comments in regard to this site who expressed concerns regarding the amount of traffic currently within the general vicinity and also the increase in traffic that the potential rezone and re-subdivision would create. She also indicated staff was provided communication in support of the rezone just before the hearing.

Upon question by Chair Yeater, Ms. Cote responded by saying a traffic compliance letter was submitted. The letter showed that during peak hours there will be a slight decrease in what was shown from the original traffic study conducted for an I-L use.

Commissioner Modlin asked for clarification on the residential vs. the industrial traffic. Ms. Cote went on to say that there is always potential on public roads, but most traffic would enter through the south. There would be very little reason in general for traffic to access this site to utilize the single-family residential to the east.

Commissioner Modlin asked how they would deal with the traffic issues. Ms. Cote explained that in order to develop this property it will require a subdivision as well as a site plan review. This will then require additional information regarding traffic and traffic studies. However, she stated that she couldn't provide a full answer until they develop the second phase of this property.

The applicant, Brian Bartels, 5801 W. 11th Street, Suite 201. He began to explain their company originally purchased the building after trying to repurpose it with the previous owners. Unfortunately, it had been in such a state of disrepair and vandalized for so long that eventually the building could not be repurposed. He stated that the Westridge Charter School, who owns the adjacent parcel of 4 ½ acres, now want to use the site to expand their track and field with some possible stacked parking.

Chair Yeater opened the public hearing at 1:46 p.m.

Trish Trombino, 6620 7th Street. Ms. Trombino stated that Greeley does not need additional residential high-density zoning. Much of all the buildings in the city are apartments and she feels that balance is being lost. She spoke of the Greeley building report for March of 2022 and touched on statistics. She then requested the members of the Planning Commission reject the zoning proposal.

Kimberly Tiba, 6627 7th Street. She wanted to speak for herself and on behalf of future residents. She expressed her concerns regarding traffic coming from High School

students during lunch time. Ms. Tiba also thinks more people would have attended this hearing if they had already moved in.

Dana Davis, 728 67th Avenue. She explained that when they moved in, Hartford Homes didn't make them aware of any future plans for zoning. She believes the traffic concerns are real and touched on the high school lunch traffic causing worry. Ms. Davis closed by requesting the Commission reconsider this for the current homeowners and the future homeowners.

Charles Rael, 716 67th Avenue. He shared his frustrations that homeowners in his area weren't told of future plans for zoning. Mr. Rael stated his concern for families with young children and finds it a very high-risk area. He proposed to reconsider that zone for something more functional instead of high-density living. He also noted that Greeley already has plenty of growth out west.

Chair Yeater closed the public hearing at 1:56 p.m.

Chair Yeater invited the applicant to respond to the concerns raised during the public hearing. Mr. Bartels said he understands everyone's apprehensions, but he also wants to do what's best for the overall area. They feel that residential-high is better planning than industrial-low. Mr. Bartels reiterated that right now they're just looking at changing the zoning and not a specific project.

Chair Yeater asked Ms. Cote to further explain the traffic and any additional steps needed to go through the site process. Ms. Cote responded by saying that part of the minor subdivision was subdivided as a tract. However, a tract is not buildable so they will need to resubdivided this into a lot. That lot would then be established as a building site. Once that is complete then it will be required to go through the site plan review process. That process potentially includes requirements for traffic studies, elevations for the metrics, and architecture. After that, it would go through the full review process where they would complete a series of redlines until everything satisfies code and the traffic engineer. If everything is satisfactory then it would be approved by the city which would allow them to finally move forward with any building permits.

Commissioner Modlin asked about access onto 4th Street and whether a plat would show the extent of roads in the entire area. Ms. Cote stated that the subdivision plat would show the extent of the roads within the subdivided tract. She added that any traffic studies that would take into account the overall traffic and not only the traffic created by this rezone.

Commissioner Carlson then asked Ms. Cote if the recommendations for approval of this zoning change from the city staff will remain consistent based on input from the community members. She responded that it would remain consistent.

Dylan Belanger, Engineering Development Review, addressed the Commission and clarified that the site review process will require a traffic plan with a new development as proposed.

Commissioner Schulte moved that, based on the application received, the project summary and the preceding analysis, the Planning Commission find that the proposed rezoning tract 3-A of the replat lot 3 HP Greeley subdivision 63 plat from I-L (Industrial Low Intensity) to R-H (Residential High Density) meets 1998 Development Code Section 24-204(c)(3) a, b, f, g and h; and, therefore, recommend approval of the rezone to City Council. Commissioner Carlson seconded the motion.

Commissioner Modlin expressed thanks to the citizens who voiced concerns and noted that it was a challenge for any builder to present a project that satisfies all parties. He stated that the current zoning does not provide an alternative way to develop the property and was, therefore, in favor of the rezone. He added that the city needs to examine the process to make sure the concerns of the residents are taken into consideration.

Chair Yeater stated that the today's hearing was to consider the rezone request and advised that citizens will have more opportunity to speak about this as they continue to move through the process and gather more detail. He then stated he would appreciate the community providing feedback as they continue to develop the site in its actual construction side. He continued by noting his support for the rezoning for those reasons.

Commissioner Schulte noted that the applicant had met the statutory criteria for a rezone. He stated that the rezone would allow for residential development and preclude future industrial uses.

Commissioner Carlson commended members of the public for presenting their feedback. He also stated that there are multiple approval steps yet ahead and the rezoning makes sense at this point.

Motion carried 4-0. (Commissioners Romulo, Franzen, and Briscoe were absent.)

6. Staff Report

Ms. Safarik stated that there were no items of to report.

7. Adjournment

With no further business before the Commission, Chair Yeater adjourned the meeting at 2:06 p.m.

DocuSigned by:
Justin Yeater
3F44E3E176F84C8...
Justin Yeater, Chair

Item No. 18.

Assigned by:

Becky Safarik

333376ABEFFF481
Becky Safarik, Secretary

HP Greeley Sixth Replat Rezone ZON2021-0018

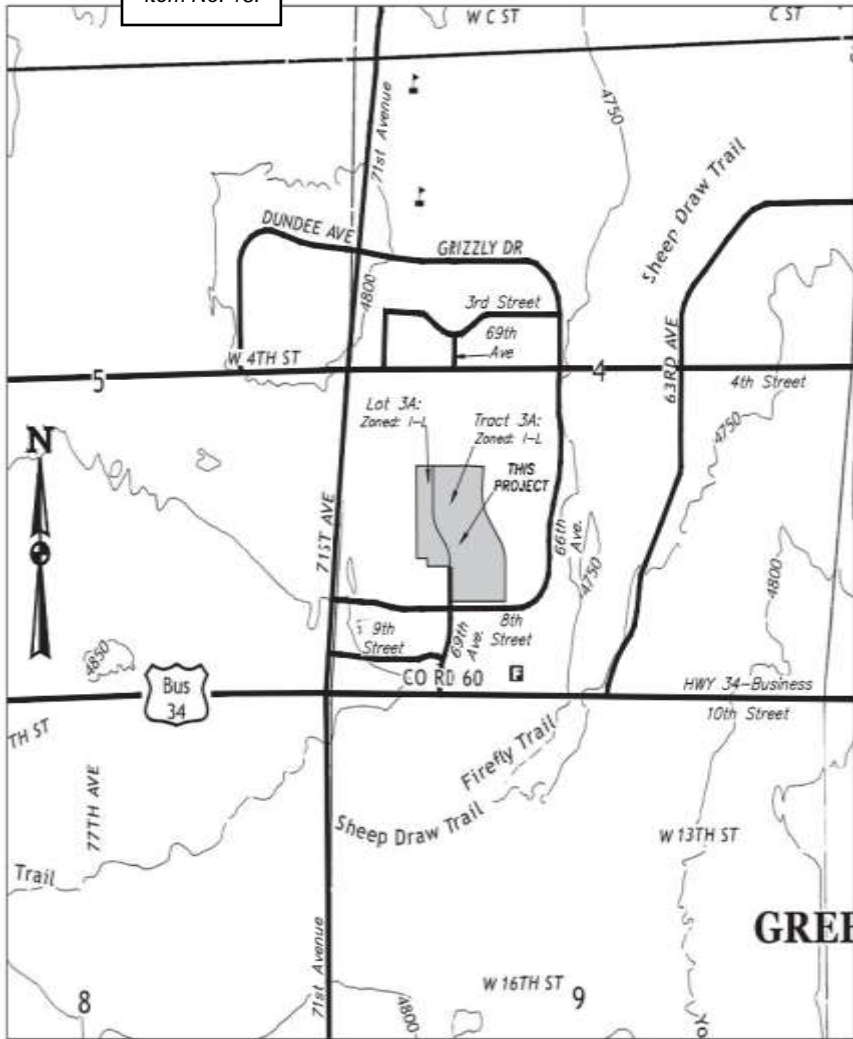
City Council
June 7, 2022
Kristin Cote, Planner II



Request & Site Background

- **Request:**
 - **Rezone 15.433 acres to R-H (Residential High Density) from I-L (Industrial Low Intensity)**
 - **Parcel is currently vacant. Was formerly a portion of the H-P Greeley site**

- **Background:**
 - **In 1981, the property was annexed and zoned through the North Sheep Draw annexation**
 - **Property was purchased in 2021 by the current owner and the existing buildings were removed**
 - **A minor subdivision was approved in 2021 to reconfigure this portion of the site**



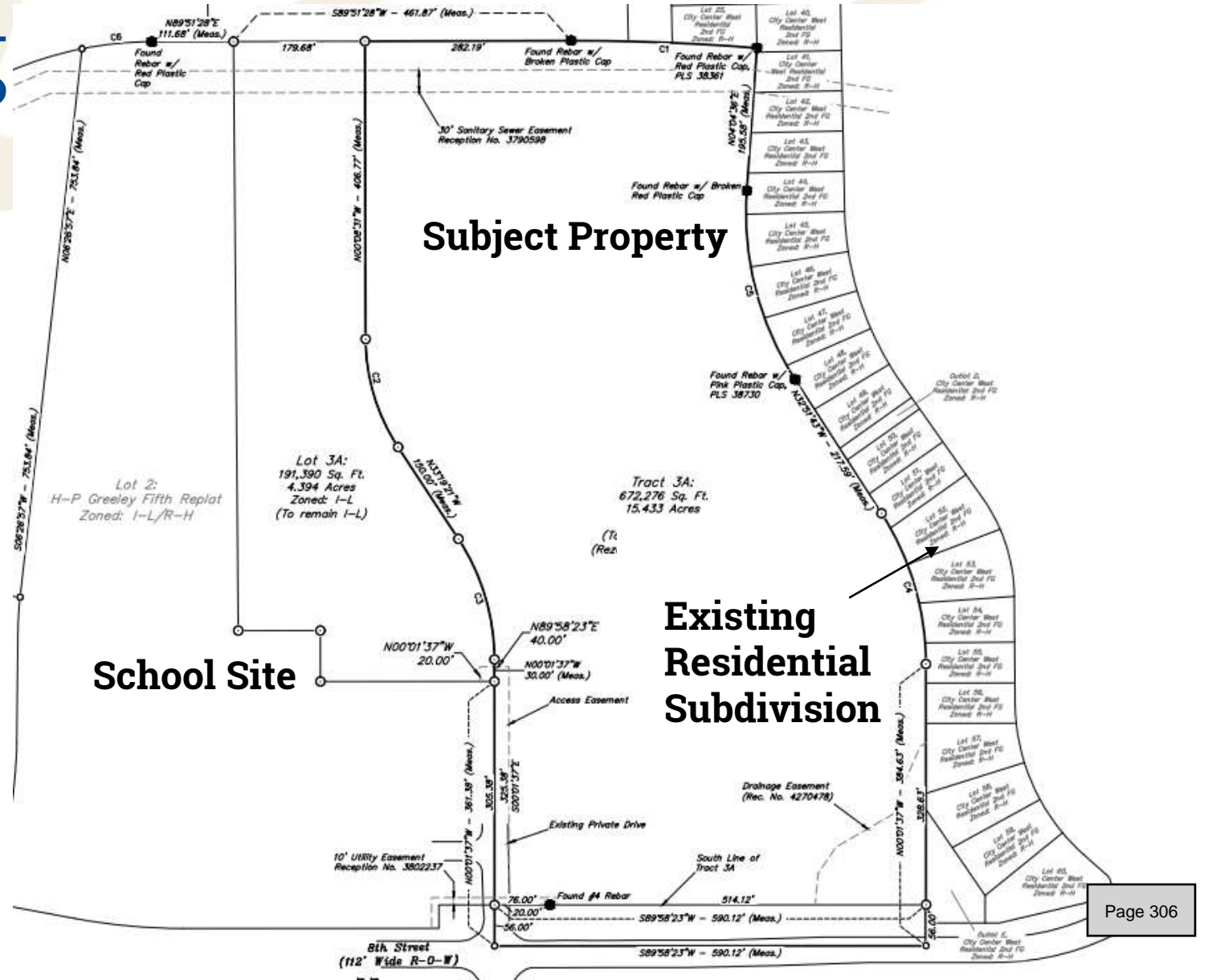
Location

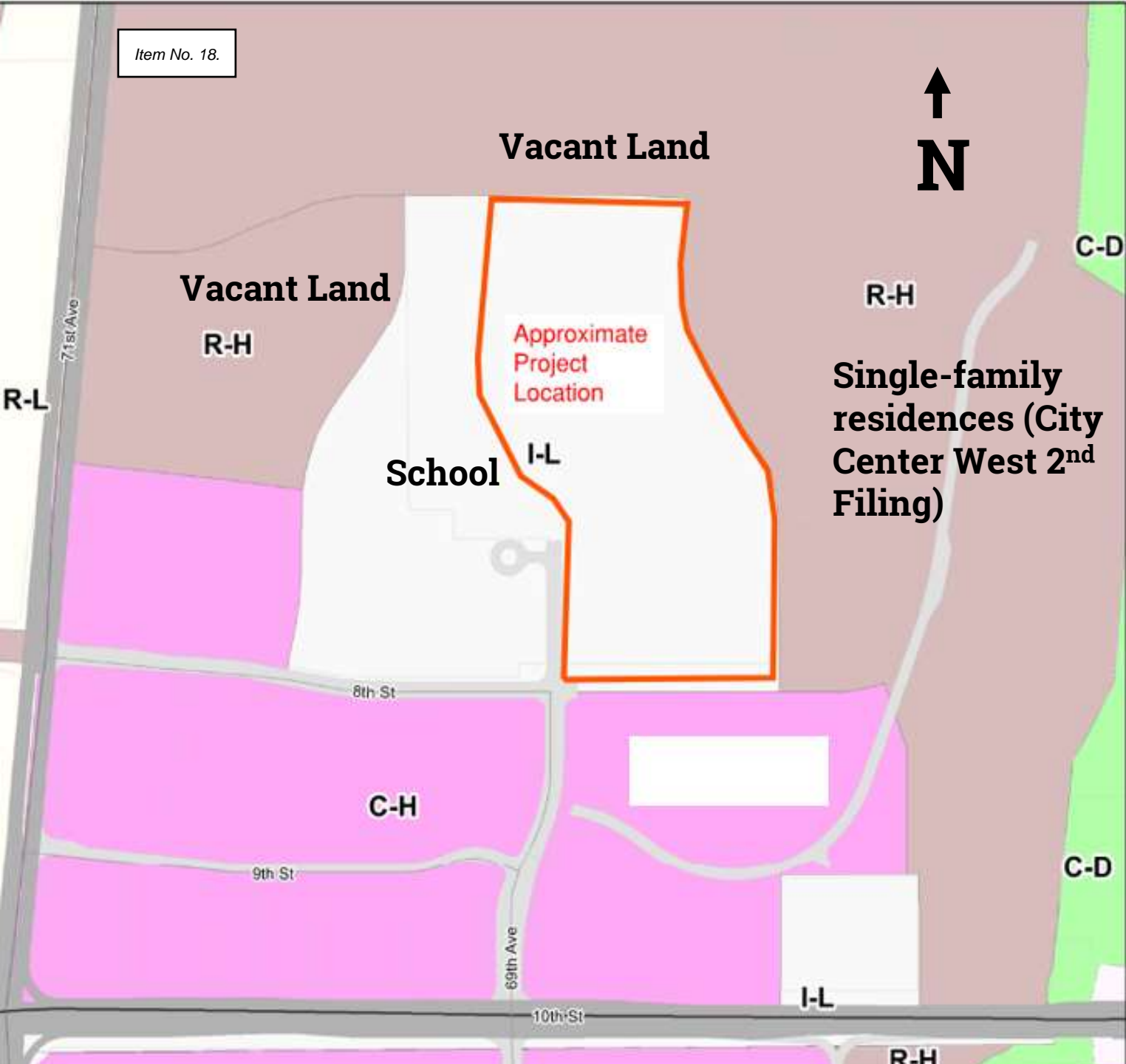
- **East of 71st Avenue, north of 8th Street, and Northeast of 69th Avenue**
- **Surrounding Zoning and Land Uses:**
 - **North: R-H (Residential High Intensity)**
 - **East: R-H (Residential High Intensity) – Single-Family Dwellings**
 - **South: C-H (Commercial High Intensity)**
 - **West: I-L (Industrial Low Intensity) school site**

Site Analysis, Boundary Map, and Zoning Suitability Map

Existing Conditions:

- Existing single-family subdivision to west
- School site and vacant land to west





Zoning Map and Surrounding Area

Item No. 18.



Aerial Overview

- Westerly 4.39-acre lot deeded to school
- R-H zoned residential development (City Center West Residential 2nd Filing) east of the subject property.



I-L Permitted Uses

- **Automobile - gas station**
- **Animal Care**
- **Automobile - repair**
- **Entertainment establishments**
- **Manufacturing/general**
- **Waste management**

R-H Permitted Uses

- **Single-family dwellings**
- **Multi-family dwellings**
- **Accessory dwelling units**
- **Golf course**
- **Schools**
- **Childcare/home occupation**

Next Steps...

- **Subdivision Process**
 - *The subdivision process provides staff the opportunity to review and coordinate the construction documents, dedication of easements, rights-of-way and public lands to ensure compliance with City Code requirements.*

- **Site Plan Review Process**
 - *The site plan process provides staff the opportunity to review development projects that propose a change to buildings and sites that may impact the relationship to the streetscape or adjacent property or may include a change of use or activity on the site.*

Approval Criteria

Rezone Criteria – 24-204 – Nine Criteria Used to Evaluate Rezone applications

- **The proposed Rezone is consistent with the criteria as outlined in the staff report**

Notification

- **A total of 38 notice letters were mailed to property owners within 500 feet.**
- **Signs posted on the property**
- **Comments were received both in favor and opposed to this application. Concerns expressed included:**
 - **Increase in traffic, traffic flow issues, and potential safety issues due to the possible increase in traffic**
 - **Perceived negative effect on property values**
 - **Buffering of site**

Recommendation

- **Complies with Section 24-204**
- **Planning Commission reviewed request and conducted a public hearing on April 26, 2022 and voted unanimously to recommend approval .**

July 19, 2022 – City Council Meeting

CITY OF GREELEY, COLORADO

ORDINANCE NO. 22, 2022 CASE NO. ZON2021-0018

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM I-L (INDUSTRIAL LOW INTENSITY) TO R-H (RESIDENTIAL HIGH DENSITY) CHANGING THE UNDERLYING LAND USE DESIGNATIONS FOR APPROXIMATELY 15.433 ACRES OF PROPERTY LOCATED EAST OF 71ST AVENUE, NORTH OF 8TH STREET AND NORTHEAST OF 69TH AVENUE

ITEM: H-P Greeley Subdivision, Sixth Replat Rezone

FILE NUMBER: ZON2021-0018

PROJECT: H-P Greeley Subdivision, Sixth Replat Rezoning from I-L (Industrial Low Intensity) to R-H (Residential High Density)

LOCATION: 712 71st Avenue East of 71st Avenue, north of 8th Street, and northeast of 69th Avenue.

APPLICANT: Lasalle Investors, LLC.

We, the Citizens of the City of Greeley, REQUEST the City of Greeley City Council DENY the application to rezone TRACT 3A from Industrial-Low Intensity (I-L) to Residential High Density (R-H) for the following reasons:

1. Inaccurate/misleading information by the Applicant – Lasalle Investors, LLC.
 - a. The Applicant said directly at the Planning Commission they have plans with a company out of Texas to build Apartment Buildings on the Site. No other lower density is being considered.
 - *There are no plans for the site to be anything but Apartments*
2. **Rezone** of this parcel is **not aligned** with the 2018 Comprehensive Plan Core Value – Sustainable Patterns of Growth and Development
3. **Rezone** is **not aligned** with 2018 Comprehensive Plan Objective GC-2.2 Jobs/Housing Balance – Support zoning and development patterns that expand opportunities for people who live in Greeley to also work in Greeley.
 - *Rezone ensures Greeley is a bedroom community of commuters*
4. **Parcel** has **no direct street** access on 71st Avenue or 4th Street
 - *Rezone will exacerbate current traffic and safety issues on adjacent neighborhood streets*
5. Rezone will result in >35 Acres of Apartments within a 100 Acre residential neighborhood (Ten West -10+Acres, Lasalle site – 15+Acres, CCW Development site - 9+Acres)
 - *Rezone will result in 75% of residential units within neighborhood as Apartments (918 Apartment Units, 130 Townhomes, 170 Single-Family)*
6. Of all residential permits in the City of Greeley, ~70-80% are for Apartment Buildings
 - *Rezone is the wrong direction for stable and healthy community*

SIGNATURE PAGE - Opposition to H-P Greeley Subdivision, Sixth Replat Rezoning from I-L to R-H
 File Number: ZON2021-0018

NAME	ADDRESS	SIGNATURE/DATE
Cindy Powers	6615 7 th St Greeley	Cindy Powers 6/14/2022
James Powers	6615 7 th St Greeley	James Powers 6/14/2022
Abigail Flinn	6611 7 th St. Greeley	Abigail Flinn
Marc Lemishko	6607 7 th St Greeley	Marc Lemishko 6-14-22
Elizabeth Duncan	" "	out of town 6-14-22
Russell Koenig	702 66 th Ave Greeley	Russell Koenig
Jason Harris	718 66 th Ave Greeley	Jason Harris
Luis Puyes	731 66 th Ave Greeley	Luis Puyes
Robert Walden	723 66 th Ave Greeley	Robert Walden
Jordan Walden	723 66 th Ave Greeley	Jordan Walden
Levon Petrosyan	733 67th Ave Greeley	Levon Petrosyan
Nikki Strelack	6603 4 th St RD	Nikki Strelack
Ashley Bowman	6603 4 th St RD Unit 2	Ashley Bowman
Brendon Williams	6607 4th St RD Unit 5	Brendon Williams 6-14-22
Michel Williams	6607 4 th Street rd unit 5	Michel Williams
Toney Dowdell	6607 4 th St RD #1	Toney Dowdell
Tina Dowdell	6607 4 th Street Road #1	Tina Dowdell
Glenn Garland	6611 4 th Street Rd #4	Glenn Garland
Josh Mants	6611 4 th St. RD #3	Josh Mants
Katlin Ramirez	6611 4 th St Rd #2	Katlin Ramirez 6-14-22
Aby Houghton	6609 4 th St Rd #1	Aby Houghton
Nicholas Ghooor	6609 4 th St Rd #2	Nicholas Ghooor
Luke Heneyhon	6609 4 th St Rd #3	Luke Heneyhon



West Ridge Academy

6905 8th Street Greeley, CO 80634 970.330.3671

June 30, 2022

Ms. Becky Safarik
City of Greeley Planning and Zoning
1100 10th Street – 2nd Floor
Greeley, CO 80634

Dear Ms. Safarik:

I am writing on behalf of the Board of Directors of West Ridge Academy Charter School and the administration. We recently met at our regularly scheduled board meeting, and it was brought to our attention that the Greeley City Council is considering the rezoning of the HP site (case number HP Rezone ZON2021-0018).

As I'm sure you are aware, our school was next to the former HP manufacturing building that had been vacant for years. We personally experienced many occasions of unauthorized individuals and vandals during the 5 years since we bought the property. Because of the proximity of the dilapidated building our school was also targeted many times and we had safety concerns. Our leadership, and the families of the 430 students we represent, were relieved when the building was demolished. Also, because of the demolition, we had the opportunity to buy more property. We plan to use this for a future track and field as well as event/staff parking.

Our desire is to be an anchor for the residential community surrounding the school. We are concerned that the city council is considering the adjacent property for industrial low intensity. We would urge the city council to consider rezoning the property to residential high density. This may supply affordable housing to future families, and we would love the opportunity to serve those families as they consider their children's education. We are also concerned with what businesses or industries that would be next to our school if zoned industrial low intensity. Understand that we want the highest level of safety and security for the families we serve at our school.

Thank you for your consideration.

Gratefully,

Kenneth W. Dyer

Ken Dyer, Chairman West Ridge Academy Charter School Board of Directors



Continued next page →

From: [CityClerks](#)
To: [Heidi Leatherwood](#); [Laura Clark](#)
Cc: [Allie Powell](#)
Subject: FW: [EXTERNAL] Public remark
Date: Tuesday, July 19, 2022 10:25:06 AM

-----Original Message-----

From: Trish Thompson <trish.thompson@ymail.com>
Sent: Monday, July 18, 2022 3:56 PM
To: CityClerks <CityClerk@Greeleygov.com>
Subject: [EXTERNAL] Public remark

In reference to agents item of re-zoning old HP lot at 71st Ave and 10th st from community to high density residential.

I live in Northridge Trails, right next to the land requesting to be re-zoned. I'm right across 66th Ave from the 10 West apartments. Because of my location I'm all too aware of the downsides of large apartments complexes in residential neighborhoods. The apartments charge for parking, so as a result residents park in the neighborhood. They line 66th to the point it is hard for cars to pass each other with all the apartment parking there. Recently the city has been ticketing people Arles illegally on 66th, this only kind of slows the problem. Many just don't park there mid-day when tickets are issued, many others just park further in the neighborhood. Those parking in the neighborhood take up all the street parking available to home owners and often even partially block driveways. An additional issue is during school drop off and release time. Westridge drop off lines run well into the neighborhood, adding to the congestion caused by apartment parking and traffic. Tointon will be opening next month, adding an additional apartment complex so close to the new school and already congested area is going to cause undue stress.

This area is over saturated in high density housing.

Thank you,

Trish Thompson
Resident

480-577-6892

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From: [CityClerks](#)
To: [Heidi Leatherwood](#); [Laura Clark](#)
Cc: [Allie Powell](#); [Naomi Gonzales](#)
Subject: FW: [EXTERNAL] July 19th Meeting
Date: Tuesday, July 19, 2022 10:23:48 AM
Attachments: [Accident Photos.docx](#)

From: James Powers <jim.jcpowers@gmail.com>
Sent: Monday, July 18, 2022 4:52 PM
To: CityClerks <CityClerk@Greeleygov.com>
Subject: [EXTERNAL] July 19th Meeting

Hello,

I intend to speak at this meeting regarding the rezoning effort here in West Greeley that will put more apartments around my neighborhood. I'll have to look up the case number before I come. It is the property the old HP building used to sit on. I would like for you to print the attached photos for council members to see while I address them.

Thank you.

--

Jim Powers

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4/22/2022 16:33:24.792



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Council Agenda Summary

July 19, 2022

Key Staff Contact: Heidi Leatherwood, City Clerk, 970-350-9742

Title:

Appointment of applicants to the Downtown Development Authority, Historic Preservation Commission, Island Grove Park Advisory Board, Construction Trades Advisory & Appeals Board, and Youth Commission.

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

July 2022 Boards and Commissions Transmittal Summary

Boards & Commissions Transmittal

July 7, 2022

Key Staff Contact: Allie Powell, Assistant City Clerk, 350-9746

Interview Date

July 8, 2022

Council Interview Team

Councilmembers DeBoutez and Clark

Council Appointment Date

July 19, 2022

Boards and Commissions Being Interviewed

- **Downtown Development Authority**
- **Historic Preservation Commission**
- **Island Grove Park Advisory Board**
- **Construction Trades Advisory & Appeals Board**
- **Youth Commission**

Council's Recruitment and Qualifications Policy

General recruitment efforts shall be made with special measures being taken to balance ward representation and attract minority and special population applicants. Generally, volunteers will be limited to serving on one board or commission at a time. (14.2. (c)(2) City Council, Policies and Protocol)

Demographic information of existing board members and any specialty requirements are contained within the attached Membership Rosters.

Legal Issues

The City Attorney's Office reviewed the applications and the attached memorandum addresses any potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Applicable Council Goal or Objective

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

Decision Options

1. Recommend candidates for appointment; or
2. Direct staff to re-advertise applicable vacancy.

Attachments

1. Interview Schedule
2. Conflict Memorandum from City Attorney's Office
3. Sample Ballot
4. Membership Rosters & Input from above mentioned Boards and Commissions
5. Applications of those being considered for interview and/or considered for appointment

Transmittal reviewed by:  Raymond Lee, City Manager  Heidi Leatherwood, City Clerk
City Council Agenda - City of Greeley, Colorado



Applicants for the boards and/or commissions listed below are in alphabetical order and recommendations from the interview team are shown in bold.

***** BALLOT *****

Downtown Development Authority	
<i>3 Positions</i>	
_____	<u>BRIAN SEIFRIED (I)</u>
_____	<u>MATTHEW ESTRIN</u>
_____	<u>MATTHEW HORTT (I)</u>
_____	Ron Redfern
_____	(Recruit For Additional Applicants)

Construction Trades Advisory & Appeals Board	
<i>5 Positions</i>	
_____	<u>BRIAN PERSONS (I)</u>
_____	<u>JIM MORRIS (I)</u>
_____	<u>WEBDELL HEYEN (I)</u>
_____	(Recruit For Additional Applicants)

Historic Preservation Commission	
<i>1 Position</i>	
_____	<u>LUCAS HONEBEIN</u>
_____	(Recruit For Additional Applicants)

Island Grove Park Advisory Board	
<i>1 Position</i>	
_____	<u>JUSTIN WATADA</u>
_____	(Recruit For Additional Applicants)

Youth Commission	
<i>4 Positions</i>	
_____	<u>PEYTON SHEPHERD</u>
_____	(Recruit For Additional Applicants)

Youth Commission (Ex-Officio)	
<i>1 Position</i>	
_____	Jeannett Shepherd
_____	<u>PEDRO LOPEZ</u>
_____	(Recruit For Additional Applicants)

(I) = Incumbent

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 City Council Master Calendar and Council Meeting and Work Session Schedule and make any necessary changes regarding any upcoming meetings or events.

Attachments:

City Council Master Calendar
Council Meeting and Work Session Schedule

July 25, 2022 - July 31, 2022

July 2022							August 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

Monday, July 25

- 11:30am - 12:30pm Greeley Chamber of Commerce (Hall) ↻
- 6:00pm - 7:00pm Youth Commission (Clark) ↻

Tuesday, July 26

- 6:00pm - 7:30pm Council mid-year check in with City Attorney (Executive Session) - Council Master Calendar
- 6:00pm - City Council Worksession Meeting - Council Master Calendar ↻

Wednesday, July 27

- 7:00am - 8:00am Upstate Colorado Economic Development (Gates/Hall) (Upstate Colorado Conference Room) - Council Master Calendar ↻

Thursday, July 28

- 7:30am - Poudre River Trail (Hall) ↻

Friday, July 29

- 9:00am - 10:30am Leprino Foods Factory Tour (Leprino Factory, 1302 1st Avenue, Greeley, CO 80631) - Council Master Calendar

Saturday, July 30

- 9:00am - 5:00pm 43rd Annual Arts Picnic (Sat July 30 9 a.m.-5 p.m. and Sun July 31 10 a.m.-4 p.m.) - Council Master Calendar

Sunday, July 31

July 18, 2022 - July 24, 2022

July 2022							August 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1 2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

Monday, July 18

Tuesday, July 19

- 3:00pm - 3:30pm Promotion Ceremony for Deputy Chief, Commander and Sergeant (Greeley Police Department, Donahue Room) - Council Master Calendar
- 6:00pm - City Council Meeting - Council Master Calendar ↻

Wednesday, July 20

- 2:00pm - 5:00pm Water & Sewer Board (Gates) ↻

Thursday, July 21

- 7:30am - 8:30am DDA (DeBoutez/Butler) ↻
- 3:30pm - 4:30pm Airport Authority (Clark/Payton) ↻

Friday, July 22

- 8:00am - 4:30pm City Council and W & S Board- Water and Sewer Facilities Tour (City Center South 2nd Floor Water and Sewer Department- DRAFT AGENDA) - Council Master Calendar

Saturday, July 23

Sunday, July 24

August 1, 2022 - August 7, 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 1

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							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 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

City Council Meeting Scheduling 2022

as of 7/15/2022

This schedule is subject to change

Date	Description	Sponsor	Placement/Time
July 26, 2022 Worksession Meeting	COVID 19 Update	Brian Kuznik	
	Housing Affordability and G-Hope Update	Ben Snow	0.3
	Interviews with Council for Water & Sewer Board	City Clerk	0.25
	Executive Session- Council mid-year check in with City Attorney	Doug Marek	Executive Session
August 2, 2022 Council Meeting	Intro & 1st Rdg Ord - Appropriation (Note PH is on 8/16)	John Kramer	Consent
	Intro & 1st Rdg Ord Authorization of Disposition of 28th Street Property (Note PH is on 8/16)	Lindsay Kuntz	Consent
	Intro & 1st Rdg Ord Update W&S Dept. Design Criteria and Standards (note PH is on 8/16)	Sean Chambers	Consent
	Intro & 1st Rdg Ord Amending Title 18 regarding Event and Assembly Permits	Stacey Aurzada	Consent
	Intro & 1st Rdg Ord - 3115 35th Avenue Rezone	Becky Safarik	Consent
	2nd Rdg Ord & PH - IGA with West Ft. Collins for transfer of taps and emergency interconnect	Sean Chambers	Regular
	2nd Rdg Ord & PH - Thayer Farm Divestment	Sean Chambers	Regular
	2nd Rdg Ord & PH - GMC related to the 2021 International Building Code Amendments	Tim Swanson	Regular
	2nd Rdg Ord & PH - Hope Springs Rezone	Becky Safarik	Regular
	Res - Approving Settlement Agmt & Release in the Matter of XXXXX	Doug Marek	Regular
	Final Rdg & PH - Hope Springs PUD	Becky Safarik	Regular
	Board & Commission Appointments- Water & Sewer Board	City Clerk	Regular
August 9, 2022 Worksession Meeting (Mayor Pro Tem presiding)	Review of Colorado Paid Family Medical Leave Insurance program	Noel Mink/Paul Fetherston	
	Public Safety Update - Review of Greeley Stampede and Fireworks Response Efforts, Dispatch of CAD Implementation Update	Brian Kuznik/Adam Turk	
	Planning Commission Board Interviews	City Clerk	0.5
August 16, 2022 Council Meeting	Resolution- Council decision on participation in Paid Family Medical Leave Insurance Program	Noel Mink/Paul Fetherston	Consent
	2nd Rdg Ord & PH- Appropriation	John Karner	Regular
	2nd Rdg and PH - Amending Title 18 regarding Event and Assembly Permits	Stacey Aurzada	Regular
	2nd Rdg Ord & PH - Update W&S Dept. Design Criteria and Standards	Sean Chambers	Regular
	2nd Rdg Ord & PH - Disposition of 28th Street Property	Lindsay Kuntz	Regular
	Board & Commission Appointments	City Clerk	Regular

Council Agenda Summary

Title:

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

Council's Recommended Action:

A motion to approve the above authorizations.

July 19, 2022 – City Council Meeting

CITY OF GREELEY, COLORADO

ORDINANCE NO. 22, 2022 CASE NO. ZON2021-0018

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM I-L (INDUSTRIAL LOW INTENSITY) TO R-H (RESIDENTIAL HIGH DENSITY) CHANGING THE UNDERLYING LAND USE DESIGNATIONS FOR APPROXIMATELY 15.433 ACRES OF PROPERTY LOCATED EAST OF 71ST AVENUE, NORTH OF 8TH STREET AND NORTHEAST OF 69TH AVENUE

ITEM: H-P Greeley Subdivision, Sixth Replat Rezone

FILE NUMBER: ZON2021-0018

PROJECT: H-P Greeley Subdivision, Sixth Replat Rezoning from I-L (Industrial Low Intensity) to R-H (Residential High Density)

LOCATION: 712 71st Avenue East of 71st Avenue, north of 8th Street, and northeast of 69th Avenue.

APPLICANT: Lasalle Investors, LLC.

We, the Citizens of the City of Greeley, REQUEST the City of Greeley City Council DENY the application to rezone TRACT 3A from Industrial-Low Intensity (I-L) to Residential High Density (R-H) for the following reasons:

1. Inaccurate/misleading information by the Applicant – Lasalle Investors, LLC.
 - a. The Applicant said directly at the Planning Commission they have plans with a company out of Texas to build Apartment Buildings on the Site. No other lower density is being considered.
 - *There are no plans for the site to be anything but Apartments*
2. **Rezone** of this parcel is **not aligned** with the 2018 Comprehensive Plan Core Value – Sustainable Patterns of Growth and Development
3. **Rezone** is **not aligned** with 2018 Comprehensive Plan Objective GC-2.2 Jobs/Housing Balance – Support zoning and development patterns that expand opportunities for people who live in Greeley to also work in Greeley.
 - *Rezone ensures Greeley is a bedroom community of commuters*
4. **Parcel** has **no direct street** access on 71st Avenue or 4th Street
 - *Rezone will exacerbate current traffic and safety issues on adjacent neighborhood streets*
5. Rezone will result in >35 Acres of Apartments within a 100 Acre residential neighborhood (Ten West -10+Acres, Lasalle site – 15+Acres, CCW Development site - 9+Acres)
 - *Rezone will result in 75% of residential units within neighborhood as Apartments (918 Apartment Units, 130 Townhomes, 170 Single-Family)*
6. Of all residential permits in the City of Greeley, *~70-80% are for Apartment Buildings*
 - *Rezone is the wrong direction for stable and healthy community*

SIGNATURE PAGE - Opposition to H-P Greeley Subdivision, Sixth Replat Rezoning from I-L to R-H
 File Number: ZON2021-0018

NAME	ADDRESS	SIGNATURE/DATE
Cindy Powers	6615 7 th St Greeley	Cindy Powers 6/14/2022
James Powers	6615 7 th St Greeley	James Powers 6/14/2022
Abigail Flinn	6611 7 th St. Greeley	Abigail Flinn
Marc Lemishko	6607 7 th St Greeley	Marc Lemishko 6-14-22
Elizabeth Duncan	" "	out of town 6-14-22
Russell Koenig	702 66 th Ave Greeley	Russell Koenig
Jason Harris	718 66 th Ave Greeley	Jason Harris
Luis Puyos	731 66 th Ave Greeley	Luis Puyos
Robert Walden	723 66 th Ave Greeley	Robert Walden
Jordan Walden	723 66 th Ave Greeley	Jordan Walden
Levon Petrosyan	733 67 th Ave Greeley	Levon Petrosyan
Nikki Strelak	6603 4 th St RD	Nikki Strelak
Ashley Bowman	6603 4 th St RD Unit 2	Ashley Bowman
Brendon Williams	6607 4 th St RD Unit 5	Brendon Williams 6-14-22
Michel Williams	6607 4 th Street rd unit 5	Michel Williams
Tony Dowdell	6607 4 th St RD #1	Tony Dowdell
Tina Dowdell	6607 4 th Street Road #1	Tina Dowdell
Glenn Garland	6611 4 th Street Rd #4	Glenn Garland
Josh Mants	6611 4 th St. RD #3	Josh Mants
Katlin Ramirez	6611 4 th St Rd #2	Katlin Ramirez 6-14-22
Amy Houghton	6609 4 th St Rd #1	Amy Houghton
Nicholas Gloor	6609 4 th St Rd #2	Nicholas Gloor
Luke Heneyhan	6609 4 th St Rd #3	Luke Heneyhan



West Ridge Academy

6905 8th Street Greeley, CO 80634 970.330.3671

June 30, 2022

Ms. Becky Safarik
City of Greeley Planning and Zoning
1100 10th Street – 2nd Floor
Greeley, CO 80634

Dear Ms. Safarik:

I am writing on behalf of the Board of Directors of West Ridge Academy Charter School and the administration. We recently met at our regularly scheduled board meeting, and it was brought to our attention that the Greeley City Council is considering the rezoning of the HP site (case number HP Rezone ZON2021-0018).

As I'm sure you are aware, our school was next to the former HP manufacturing building that had been vacant for years. We personally experienced many occasions of unauthorized individuals and vandals during the 5 years since we bought the property. Because of the proximity of the dilapidated building our school was also targeted many times and we had safety concerns. Our leadership, and the families of the 430 students we represent, were relieved when the building was demolished. Also, because of the demolition, we had the opportunity to buy more property. We plan to use this for a future track and field as well as event/staff parking.

Our desire is to be an anchor for the residential community surrounding the school. We are concerned that the city council is considering the adjacent property for industrial low intensity. We would urge the city council to consider rezoning the property to residential high density. This may supply affordable housing to future families, and we would love the opportunity to serve those families as they consider their children's education. We are also concerned with what businesses or industries that would be next to our school if zoned industrial low intensity. Understand that we want the highest level of safety and security for the families we serve at our school.

Thank you for your consideration.

Gratefully,

Kenneth W. Dyer

Ken Dyer, Chairman West Ridge Academy Charter School Board of Directors



Continued next page →

From: [CityClerks](#)
To: [Heidi Leatherwood](#); [Laura Clark](#)
Cc: [Allie Powell](#)
Subject: FW: [EXTERNAL] Public remark
Date: Tuesday, July 19, 2022 10:25:06 AM

-----Original Message-----

From: Trish Thompson <trish.thompson@ymail.com>
Sent: Monday, July 18, 2022 3:56 PM
To: CityClerks <CityClerk@Greeleygov.com>
Subject: [EXTERNAL] Public remark

In reference to agents item of re-zoning old HP lot at 71st Ave and 10th st from community to high density residential.

I live in Northridge Trails, right next to the land requesting to be re-zoned. I'm right across 66th Ave from the 10 West apartments. Because of my location I'm all too aware of the downsides of large apartments complexes in residential neighborhoods. The apartments charge for parking, so as a result residents park in the neighborhood. They line 66th to the point it is hard for cars to pass each other with all the apartment parking there. Recently the city has been ticketing people Arles illegally on 66th, this only kind of slows the problem. Many just don't park there mid-day when tickets are issued, many others just park further in the neighborhood. Those parking in the neighborhood take up all the street parking available to home owners and often even partially block driveways. An additional issue is during school drop off and release time. Westridge drop off lines run well into the neighborhood, adding to the congestion caused by apartment parking and traffic. Tointon will be opening next month, adding an additional apartment complex so close to the new school and already congested area is going to cause undue stress.

This area is over saturated in high density housing.

Thank you,

Trish Thompson
Resident

480-577-6892

CAUTION: This email is from an external source. Ensure you trust this sender before clicking on any links or attachments.

From: [CityClerks](#)
To: [Heidi Leatherwood](#); [Laura Clark](#)
Cc: [Allie Powell](#); [Naomi Gonzales](#)
Subject: FW: [EXTERNAL] July 19th Meeting
Date: Tuesday, July 19, 2022 10:23:48 AM
Attachments: [Accident Photos.docx](#)

From: James Powers <jim.jcpowers@gmail.com>
Sent: Monday, July 18, 2022 4:52 PM
To: CityClerks <CityClerk@Greeleygov.com>
Subject: [EXTERNAL] July 19th Meeting

Hello,

I intend to speak at this meeting regarding the rezoning effort here in West Greeley that will put more apartments around my neighborhood. I'll have to look up the case number before I come. It is the property the old HP building used to sit on. I would like for you to print the attached photos for council members to see while I address them.

Thank you.

--

Jim Powers

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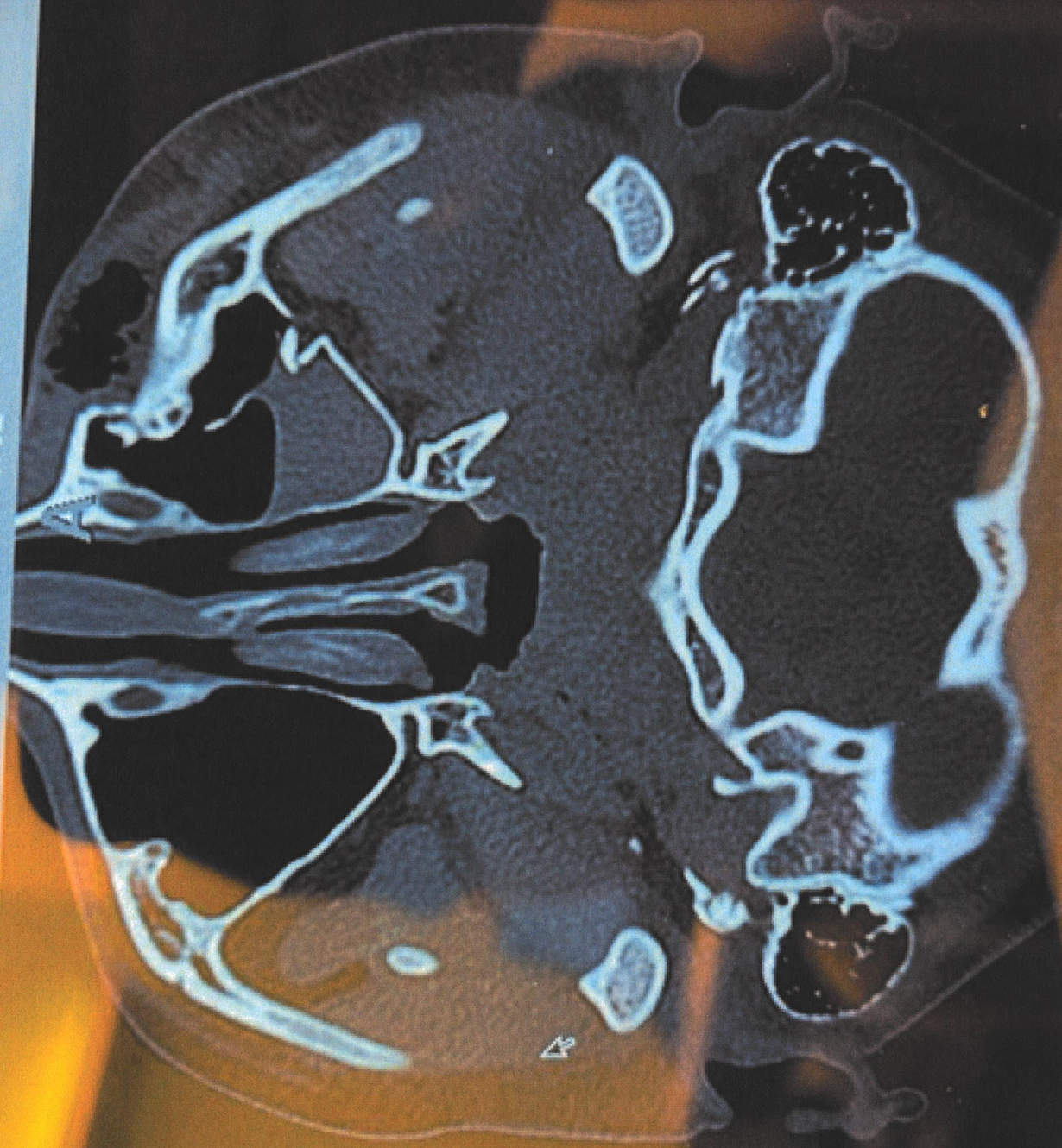








4/22/2022 16:33:24.792



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