

Greeley City Council Agenda

Regular Meeting

Tuesday, May 17, 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.

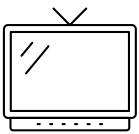
City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

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.

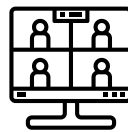
Meeting agendas, minutes, and archived videos are available on the City's meeting portal at greeley-co.municodemeetings.com/

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

May 17, 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 May 3, 2022
10. Acceptance of the Report of the City Council Work Session of May 10, 2022
11. Consideration of a change order in the amount of \$299,700.00 for 12th Street Outfall Phase 1B Design Services
12. Consideration of a Resolution Authorizing the City attorney to Initiate appropriate legal action against Hydro Construction, Inc. and HDR, Inc. for damages resulting from defective construction of the Bellvue Water Treatment Plant
13. Introduction and first 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).

14. Introduction and first reading of an Ordinance amending Chapter 15 of Title 14 of the Greeley Municipal Code relating to fireworks
15. Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, 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
16. Introduction and first reading of 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 designation for approximately 15.433 acres of property located east of 71st Avenue, north of 8th Street, and northeast of 69th Avenue
17. Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, 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, known as the Delantero PUD

End of Consent Agenda

18. Pulled Consent Agenda Items
19. Overview of City Revenues and Long-Term Financial Planning Effort
20. US 34 Interchanges & Mobility Hub INFRA Grant
21. Appointment of applicants to the Human Relations Commission, Stormwater Board, Parks and Recreation Advisory Board.
22. Scheduling of Meetings, Other Events
23. Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
24. Adjournment

Council Agenda Summary

Title

Recognitions and Proclamations

Summary

Mayor Gates will present a proclamation

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

Attachments

Mental Health Month Proclamation
What's Great about Greeley Report



Mental Health Month

WHEREAS, behavioral health is as important as physical health, with the health of our minds affecting how we think, feel and live; and

WHEREAS, life's challenges can affect people's behavioral health, with more Weld County residents having reported experiences of depression, anxiety, or other mental health conditions than in years past; and

WHEREAS, while one in every four people are affected by mental illness, we know that hospitalizations, incarcerations, childhood trauma, suicides, and substance use disorder can be prevented through early and effective treatment, local collaboration, and community-based prevention; and

WHEREAS, without regard for ability to pay, Greeley residents have had access to critical crisis support services through North Range Behavioral Health, Weld County's community mental health center; and

WHEREAS, Greeley residents can find recovery through a variety of services at numerous North Range residential and outpatient facilities throughout Weld County; and

WHEREAS, Greeley residents are healthier because of North Range's commitment to collaboration with community health centers, school districts, human services, law enforcement, United Way, and many others; and

WHEREAS, National Mental Health Month is observed every May to raise awareness about behavioral health, recovery, and the importance of prevention and mental wellness.

NOW, THEREFORE, I, do hereby proclaim May 2022, as *Mental Health Month* in Greeley and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 17th day of May, 2022.

John Gates
Mayor

Greeley City Council
May 17, 2022
Councilmember Deb Deboutez



“If you belittle what you
have...it becomes less.
If you appreciate what
you have ...
it becomes more.”

~Gelene McDonald

U.S. Census Bureau Population Data Greeley Metro Area Populations Grows 2.6%



July 2020: 331,358

July 2021: 340,036

Greeley-Evans School District 6 Southwest Regional Director of the Year



Non-profit Executive of the Year

BizWest – Boulder Valley | Northern Colorado



United Way
of Weld County

BizWest



Brentwood Middle School Colorado Trailblazer Schools to Watch



Greeley-Evans School District 6

I'm District 6.

GreeleyGov.com



Greeley City Council - 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
04-2022	Olson	Request update on City's involvement on LinkNoCo transit.	April 5, 2022 Council Meeting	Requested Public Works provide a report to Council on LinkNoCo Transit projects.	Paul Trombino
05-2022	Butler	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	Requested Economic Health and Housing provide a report on housing affordability within the City of Greeley.	Ben Snow
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

Council Agenda Summary

Title:

Approval of the City Council Proceedings of May 3, 2022

Summary:

A meeting of the City Council was held in the City Council's Chambers on May 3, 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 May 3, 2022

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
May 03, 2022

1. Call to Order

Mayor John Gates 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 to the American Flag.

3. Roll Call

Charity Campfield, Deputy City Clerk, called the roll.

PRESENT

Mayor John Gates

Council Member Tommy Butler

Council Member Deb DeBoutez

Council Member Dale Hall

Council Member Brett Payton arrived at 6:25 pm

Council Member Ed Clark

Council Member Johnny Olson

4. Approval of the Agenda

The agenda was approved as submitted.

5. Recognitions and Proclamations

Mayor Gates presented proclamations for Historic Preservation Month, Weld Women to Women Week and National Police Week.

Mayor Gates presented the *What's Great About Greeley* report.

6. Citizen Input

Steve Teets, Greeley, reported that he provided a regional transportation proposal and discussed the bus shelters and how the newer shelters are not as effective. He addressed his concerns with transit transportation.

7. Reports from Mayor and Councilmembers

Council Member Olson reported that he was on the special committee with the Public Works department, and they will be putting in a grant submittal for the IJJA. It is a \$110M dollar project. He addressed the issue of inflation of the construction costs but is excited about the project moving forward.

Mayor Gates reported that Council has been busy attending events. Mayor Gates went to an event a couple of weeks ago at the Community Grief Center and they are absolutely doing great things at no cost for the grieving members of the community. He also reported he enjoyed the Holocaust Memorial Interfaith Service. The arbor day event recognized Greeley as Tree City USA for the 42nd straight year. He attended the Greeley Children's Chorale concert and was impressed by the talent.

8. Initiatives from Mayor and Councilmembers

None

9. Greeley Area Chamber of Commerce update

Jamie Henning, Greeley Area Chamber of Commerce President, presented Council with an update.

Heather Anderson, Visit Greeley Director, gave an update on the Greeley tourism overview.

Consent Agenda

Council Member Butler moved, seconded by Council Member Payton, to approve the recommended actions on items 10-11.
The motion carried 7-0 (by roll call vote).

10. Approval of the City Council Proceedings of April 19, 2022

The Council action recommended and approved was to approve the City Council proceedings of April 19, 2022, as presented.

11. Acceptance of the Report of the City Council Work Session of April 26, 2022

The Council action recommended and approved was to accept the report of April 26, 2022, as presented.

12. Consideration of a resolution appointing Heidi Leatherwood to the position of City Clerk.

Pulled consent agenda item.

End of Consent Agenda

13. Pulled Consent Agenda Items

12. Consideration of a resolution appointing Heidi Leatherwood to the position of City Clerk.

Council Member Hall moved, seconded by Council Member Butler, to approve the resolution appointing Heidi Leatherwood to the position of City Clerk.
The motion carried 7-0 by roll call vote.

14. Public hearing and final reading of an Ordinance amending Title 20 of the Greeley Municipal Code concerning the use of non-potable water supplies for irrigation.

Sean Chambers, Water and Sewer Director, came forward to introduce and present the slide deck for this item.

Mayor Gates opened the public hearing at 6:46 p.m.

There being no one wishing to be heard in the Chambers or as part of the virtual audience, the public hearing was closed.

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

15. Consideration of Metropolitan District Code Amendments and Options

Becky Safarik, Deputy City Manager and Interim Community Development Director came forward to introduce and present the slide deck for this item.

Council Member Olson moved, seconded by Council Member Payton, moved to direct the staff to proceed with the code amendments and additional research and community engagement on Metro Districts and code amendments as recommended from tonight's discussion.

The motion carried 7-0 by voice vote.

16. Scheduling of Meetings, Other Events

No other meetings or events were scheduled.

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

The motion carried 7-0.

18. Adjournment

John D. Gates, Mayor

Charity Campfield, Deputy City Clerk

Council Agenda Summary

Title:

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

Summary:

A City Council Work Session was held in the City Council's Chambers on May 10, 2022. The draft report of that work session has been prepared for the Council's review and acceptance.

Decision Options:

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

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

Draft Report of May 10, 2022

City of Greeley, Colorado
CITY COUNCIL WORK SESSION REPORT
May 10, 2022

1. Call to Order

Mayor John Gates 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 to the American Flag.

3. Roll Call

Stacey Aurzada, Interim City Clerk, called the roll.

PRESENT

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

4. Reports from Mayor and Council Members

Councilmember Olson reported that the NFRMPO Rail Commission representing Weld County needs to be added to the appointment list. Councilmember Olson and Councilmember Payton are the representatives.

Councilmember Butler thanked the Greeley Fire Department for their work to extinguish the fire that occurred this afternoon. Councilmember Butler reminds Greeley citizens to sign up for Code Red alerts at 970-304-6540 to receive emergency alerts.

5. Regional Water Advocacy and Resiliency StratOp Group

Sean Chambers, Director of the Water and Sewer Department, presented as set forth in the PowerPoint deck in the agenda packet. Director Chambers reported that he is the Chair of the Regional Water Advocacy and Resiliency StratOp

Group. Director Chambers answered questions from the Council about the presentation.

Councilmember DeBoutez asked for information about how the StratOp group fits in with other groups such as the Colorado Water Congress. Director Chambers explained that the Colorado Water Congress focuses on state-wide and federal advocacy. Greeley is a member of the Colorado Water Congress. The StratOp Group is a collection of municipal water providers as well as other water providers. The StratOp Group is not intended to be a water provider and will not own water rights.

Councilmember Olson asked whether this group could stop the dry-up of water rights in the Greeley area. Director Chambers discussed how that type of prohibition could be accomplished but stated that is not the purpose of the StratOp Group.

Councilmember Olson asked how the Northern Integrated Supply Project (NISP) fits into this group. Director Chambers gave an overview of NISP.

6. Review of the 16th Street “Canal Shops” Redevelopment Project

Becky Safarik, Deputy City Manager and Community Development Director, presented as set forth in the PowerPoint deck in the agenda packet. Deputy City Manager Safarik answered questions from the Council about the presentation. In response to a question from Councilmember DeBeoutez, Deputy City Manager Safarik clarified that the redevelopment area is on 16th Street from 7th Avenue to 10th Avenue.

Councilmember Hall asked whether the water in the canal could be recirculated. Deputy City Manager Safarik reported that this isn't possible since the water must be delivered to end users. Deputy City Manager Safarik indicated that there is a possibility of lining the canal with decorative tiles. Director Chambers discussed some options for running the water in the canal year-round.

Councilmember Butler asked what the timeline is for this project. Deputy City Manager Safarik stated that Public Works Director Paul Trombino would give a timeline for the street and infrastructure improvements when he comes before Council. The timeline for the redevelopment project depends on when opportunities for redevelopment present themselves. Deputy City Manager Safarik answered questions from Council about ownership of some of the buildings in the area.

City Manager Raymond Lee asked Deputy City Manager Safarik to address the timeframe to do a sub-area plan for this area. Deputy City Manager stated that this is in the Council's strategic plan.

7. Scheduling of Meetings, Other Events

City Manager Lee stated there was nothing to report.

8. Adjournment

The meeting was adjourned at 6:53 p.m.

John D. Gates, Mayor

Stacey Aurzada, Interim City Clerk

Council Agenda Summary

May 17, 2022

Agenda Item Number

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

Title

Consideration of a change order to the contract with Icon Engineering, Inc. (Icon) for design services for 12th Street Storm Drain Outfall Phase 1B (Project), increasing the contract from \$565,360 to \$865,060.00 (an increase of approximately 53%).

Summary

Change Order #2 with Icon involves additional work performed during the design phase of the Project. Icon has a 2021 contract with the City of Greeley (City), executed in January 2021, for engineering design to complete this Project. Change Order #2 for \$299,700.00 will increase the contract total from \$565,360.00 to \$865,060.00. The Project Professional Services account has sufficient available budget to fund Change Order #2.

The Storm Drain Project is the most critical recommended improvement from the North Greeley and Downtown Storm Drainage Master Plan, adopted in 2017. The Stormwater Division (Stormwater) programmed this project for design in 2020-21 and construction in 2022. Design is ongoing, with construction planned in fall 2022.

Increased design fees stem from four primary changes in scope:

1. **Enhanced Water Quality Design.** This Project will install a Water Quality pond to remove sediment, salt, trash, nutrients, hydrocarbons, viruses/bacteria, and other waste from the stormwater before discharging into the Cache la Poudre River. The original contract proposed to design a water quality facility in line with industry standards that would only target sediment and trash. The City received additional information during design as a result of communication with Colorado Department Public Health and Environment (CDPHE), a Municipal Separate Storm Sewer System (MS4) federal audit by the Environmental Protection Agency (EPA), and observations of the storm system function following a proximal structure fire. Proposed updated design accounts for the likely future regulation for removal of E. Coli in Storm Drainage Outfalls. The Cache la Poudre is considered an "impaired" water due to E. Coli contamination, and the State of Colorado is currently working on a Total Daily Maximum Load (TMDL) requirement that will require the City to actively reduce E.coli loads in stormwater discharged to the Cache la Poudre. Staff is recommending design and installation of E. Coli control measures within the water quality feature to avoid potential future retrofit costs to upgrade the pond when new regulations are passed.
2. **River Restoration Design.** The original project scope included design and hydraulic modeling associated with removing sediment deposition in the Cache la Poudre River at the outfall location. Further analysis indicated the river topography is hydraulically inadequate, and simple removal of sediment will result in recurring

sediment deposition and enduring future maintenance and mitigation. Enhanced river restoration design is proposed at \$73,000, with an annualized decrease in maintenance burden of \$50,000. As such, the payback period is less than two years to implement this Project improvement.

3. **Project Delivery Method (CMAR Support).** To address increasing complexities with the project, the design team recommended hiring a Construction Manager at Risk (CMAR). The CMAR would provide for project sequencing and constructability evaluation, to minimize access and service impacts during construction. The new approach will require additional review and coordination meetings with the design team that were not anticipated with the original scope. This will ultimately decrease the risk to the City and is anticipated to decrease construction costs and reduce construction schedule.
4. **Phase 1A and 1B Combination.** Phase 1 is currently designed by two separate consultant contracts – Phase 1A (Kimley-Horn - utility relocations) and Phase 1B (ICON – storm drainage). Both Phase 1A and 1B require CMAR Support during final design development. However, the remaining Phase 1A Professional Services budget was transferred to Phase 1B in early 2021. Staff recommends funding Phase 1A CMAR Support through the Phase 1B contract amendment as Change Order #2. This simplifies the process transactionally by removing the requirement of a Budget Transfer and subsequent Phase 1A Change Order while clarifying communication pathways in CMAR Support.

This Change Order represents overall reduction in budgetary risk and long-term savings over required future retrofitted infrastructure and maintenance costs.

Additional scope items 1 and 2 represent Final Design enhancements to established design documents performed under the original service contract. The Project anticipates a 90% Design Submittal by July 2022 to support a September 2022 Construction Notice to Proceed. Public Works does not recommend releasing a Request for Proposals for this added scope in lieu of a Change Order. An RFP process would result in substantive delays to design completion and would not result in cost savings to the City, as ICON Engineering provides efficiency to providing the additional design services as a result of advanced familiarity with the project. An outside consultant would result in additional coordination challenges and inefficiencies in incorporating design elements into existing design documents and delay the project.

Scope item 3 represents coordination items between the contracted Design Consultant and the CMAR Contractor. This scope by definition can only be performed by the firm that has prepared design documents. Therefore, this additional scope is appropriate for a Change Order.

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial or onetime impact?	\$299,700
What is the annual impact?	Annual maintenance of system

What fund of the City will provide funding?	432 – Storm Drain New Construction (12 th Street Phase 1B)
What is the source of revenue within the fund?	432 – Stormwater Capital Fund (Stormwater Fees) HUTF – Highway Users Tax 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: There is sufficient budget in the Professional Services account for this project to fully fund this Change Order	

Legal Issues

Greeley Municipal Code 4.20.160 requires that change orders over 25% of the contract amount be referred to City Council for approval.

Other Issues and Considerations

None

Applicable Council Goal or Objective

Community Vitality
Quality of Life Amenities
Infrastructure and Mobility

Decision Options

1. Approve change order as recommended,
2. Amend change order and approve as amended,
3. Deny change order, or
4. Continue item to a date specific.

Council's Recommended Action

A motion to approve the Change Order #2.

Attachments

Icon Engineers, Inc. Original Service Contract
Icon Engineers, Inc. Additional Service Contract

CHANGE ORDER FORM

Project Information

Change Order #:	TWO			Date:	April 15, 2022
Project Name:	12th Street Storm Outfall Phase 1B Design Services				
Bid Number:	FD20-10-145			Dept/Division:	Public Works/Stormwater Manager
Original Budget Unit #:				PO #:	
New Oracle Charge Number:	432-1060-58501	Project Number:	11121	Oracle PO:	20210020
Oracle Expenditure Type:	8229 - Professional Services		Expenditure Organization:	Capital Improvement	
Project Manager:	Andrew T Fisher			Title:	Civil Engineer III

Contractor/Consultant Information

Contractor/Consultant:	ICON Engineering, Inc.	Phone /Extension:	303.221.0802
------------------------	-------------------------------	-------------------	---------------------

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

See attached **5** sheets with full explanation for the change order.

Compensation to Contractor/Consultant

The original contract sum was:	\$541,200.00
The net change by previous change order was:	\$24,160.00
The contract sum prior to this change order was:	\$565,360.00
The contract sum will be: (See List) Increased	\$299,700.00
The new contract sum, including this change order is:	\$865,060.00
The contract time will be: (See List) Unchanged	
The new date for project completion is:	

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

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

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

Signatures for Council (Council minutes need to be attached)

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

Approved as to Substance	Reviewed as to Legal Form
City Manager	City Attorney
Certification of Contract Funds Availability	Departmental Certification
Director of Finance	Department Director
Purchasing Official	Project Manager

Certification of Content by Contractor/Consultant

Representative of Contractor/Consultant	Title
------------------------------------------------	--------------

Additional Approval:

Budget Supervisor CPC Finance

Cumulative change orders totalling \$323,860 for a total of 59.8%.

CHANGE ORDER FORM



Project Information

Change Order #:	TWO
Project Name:	12th Street Storm Outfall Phase 1B Design Services
Date:	4/15/2022
Project Manager:	Andrew T Fisher

Change Order Justification

Why was this not in original contract?	<p>There are four substantive components to this Change Order, each described in greater detail below.</p> <p>1) Enhanced Water Quality Design: This scope is a regulatory response. Additional scope of design was requested to address water quality needs for E. Coli treatment and to address first flush illicit discharges. The need was not recognized at the time the contract was executed and was subsequently illuminated by increased regulatory literature, federal attention on the MS4 program in the form of an EPA audit, and a structure fire and resultant firefighting activities in the project area.</p> <p>2) River Restoration Design: There is an opportunity to enhance a degraded river section and improve sediment transport in the project location. An abbreviated evaluation of river restoration design was included in the original project scope, but viability and the scale of design efforts was unknown at the time</p> <p>3) Pre-construction Services: The original contract followed 2019 Preliminary Design, in which that project consultant recommended a Design-Bid-Build delivery approach. A shift to a Construction-Manager-at-Risk delivery approach necessitates additional pre-construction services, which we anticipate to be off-set by savings in the Construction Phase.</p> <p>4) Phase 1A and 1B combination: This project proposes to construct Phase 1A and 1B in tandem. This Change Order includes Pre-construction and Water Quality Design fees for both the design consultant for Phase 1A and 1B.</p>
Budget Impact/Funding	<p>This Change Order will result in an increase of \$299,700 for Professional Services. However, the original contract executed was well below the originally estimated and budgeted amount for Professional Services, and the balance of Phase 1A Professional Services was transferred to Phase 1B in early 2021. Consequently, this project has sufficient budget to execute this Change Order will no further required transactions.</p>
Impact to project schedule	None.

<p>Detailed Explanatory Change Order</p>	<p><i>Item No. 11.</i> Enhanced Water Quality Design: This project is proposed to construct a Water Quality facility to treat stormwater runoff in Downtown Greeley prior to discharge to the Cache la Poudre River. The design specifications were initially chosen to reflect typical industry standards. However, after design commenced, the industry has shifted with additional scrutiny on treatment and removal of E Coli from stormwater runoff. A required discharge Total Maximum Daily Load (TMDL) may become a regulatory requirement, and we recommend designing this critical facility to address anticipated regulatory requirements. In addition, a structure fire occurred during design within the tributary area, highlighting an opportunity to remove initial discharge volumes from the Water Quality facility. This change in approach will decrease future maintenance and cleanup efforts on the facility. This constitutes approximately 35% of this Change Order (\$105k).</p> <p>2) River Restoration Design: The outfall location is in an area of significant river degradation, with poor sediment transport and limited ecological value. Preliminary evaluations within the existing contract confirmed that river restoration efforts would vastly improve river function, decreasing future maintenance, increasing aesthetics and ecological function. This project already will require a contractor to construct within the Cache la Poudre River and coordinate permits through the Army Corps of Engineers and Federal Emergency Management Agency. Added scope to include alternatives for channel concepts, additional survey, wetland mitigation alternatives, and CLOMR/LOMR submittals are required to fully execute river restoration efforts. This constitutes approximately 25% of this Change Order (\$73k). The improved river section is anticipated to reduce annualized maintenance costs by approximately \$50,000.</p> <p>3) Pre-construction Services: Re-evaluation of the design approach and complexity of the project highlighted the opportunity for decreasing construction schedule and budget risk by moving to a Construction-Manager-at-Risk delivery method. This approach involved contracting with a construction contractor prior to design completion and utilizing their expertise to select materials and ensure constructability of the project. This additional coordination necessitates additional meetings and coordination with the design consultants. By decreasing risk in construction, this approach will decrease overall Project cost to the City in construction. This constitutes approximately 31% of this Change Order (\$93k).</p> <p>4) Phase 1A and 1B combination: Phase 1 was designed by different consultants in sub-phases (1A - Kimley-Horn and 1B - ICON). Phase 1A was initially planned as a Design-Bid-Build with construction in early 2022. Delays in procurement of bond funding resulted in the planned construction coinciding with Phase 1B construction in late 2022. As a result, coordination between Phase 1A and Phase 1B is paramount. The CMAR model involves a collaborative team between the Owner, Design Consultant and Construction Contractor. With two Engineering Firms of Record on Phase 1, we instructed Kimley-Horn to operate as a</p>
------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

April 15, 2022

Mr. Andrew Fisher, PE, CFM
Floodplain Administrator – City of Greeley
Via Email: andrew.fisher@greeleygov.com

RE: 12th Street Outfall Change Order Request No.2

Dear Andrew:

Thank you for the opportunity to submit this change order request for the 12th Street Outfall project. This proposal reflects work related to additional project coordination, design services requested, and services related to a CMAR contactor selection and coordination. Our proposed scope of services is described in detail below:

SCOPE OF SERVICES:

1. Project Management, Meetings, Coordination

This scope item reflects additional project meetings and coordination required for the design as well as coordination with the selected CMAR contractor. Tasks include:

- Up to twelve (12) additional design meetings. This additional will increase ICON’s project meeting frequency from one (1) meeting a month to two (2) meetings per month for the remainder of the project.
- CMAR Meetings (12). An additional twelve (12) meetings are proposed to coordinate the design with the CMAR contractor. ICON will prepare meeting agendas and document meetings with meeting minutes.
- Public Art Coordination. An additional four (4) meetings are proposed to coordinate the design project with the City’s chosen public arts contractor.
- Design iterations. Additional time is assumed to support these new items through design iterations, quantity take-offs, and input regarding project costs, construction sequencing and methods.
- Water and Wastewater coordination with the CMAR is also proposed through Kimley Horn.

2. Design Services

Additional design services included in this request include:

- Additional river restoration alternatives. This work includes the development of additional river restoration alternatives required to facilitate meetings with the Army Corps of Engineers for the 404 permit. This work reflects development of multiple restoration alternative options, including a minimal impact alternative as well as a restoration alternative following the historic alignments, as well as iterations required for on-site wetland mitigation.
- Work under this tasks includes identification of all impacted outfall systems and designs for changes to the outfalls at the river with the chosen restoration option.
- Other work included with this task includes:
 - Additional survey for outfalls and bridge structure,
 - Coordination of landscape items and ecological plant selection,
 - SUE and utility identification for the expanded limits,
 - Individual 404 Permit Coordination with COE
- Landscape Services to include temporary or permanent irrigation design for the pond area.

3. Easements

Three (3) additional easements are proposed to be added to the scope of services for permanent or construction easements.

4. Additional Design Tasks

This proposal includes the following optional design tasks that can be included at the request of the City.

- a. 4.1. Project CLOMR – This work includes the preparation and submittal of a FEMA CLOMR for the project, including the following. This work assumes that hydraulic models are prepared with current scope items associated with the FDP application, and that the FEMA review fee is paid for directly by the City. Work generally includes:
 - o Assembly of a CLOMR Report, applicable forms, annotated exhibits and documentation,
 - o Coordination of required property notices,
 - o Submission to City and FEMA,
 - o Revisions from comments received.
- b. 4.2. Illicit Discharge Design – Work includes the development of alternatives regarding design to help manage illicit discharges in the 12th Street stormwater system. Work includes development of alternatives, design development or minor infrastructure, and coordination with the City's stormwater department.
- c. 4.3. E.coli Design Treatment – This work reflects development of a formalized design strategy to monitor and treat E.coli at the water quality pond and outfall. Tasks include:
 - o Project coordination and meetings (up to 4 meetings).
 - o Research on stormwater control measures (SCMs) that will reduce E. Coli in non-point source stormwater.
 - o Integration into the overall stormwater collection hydrology and hydraulics for the pond.
 - o Review any provided data on E. Coli sources provided by the City or identify the need for additional sampling to determine source (pets, wildlife, human, etc.). If additional sampling is required, our team assumes this sampling will be completed by the City.
 - o Complete a site visit of the project corridor and tributary watershed.
 - o Facilitate and attend a conceptual design workshop with the project team, the City, and City identified stakeholders to discuss how and where SCMs could be feasibly added into the project.
 - o Preparation and submission of an Alternative Memorandum, documenting up to three (3) identified in the workshop. Conceptual Opinion of Probable Construction Cost (OPCCs) will be prepared for each alternative. One round of comments will be addressed.
 - o Coordination with the CMAR contractor for feasibility and input.
 - o Detailed engineering and design will be included with the design set, including Civil, Landscape, and Ecological design elements.
- d. 4.4 Operations and maintenance manual for detention, water quality, landscape and other pond features.
- e. 4.5 Contingency for Survey and SUE – This work reflects added and surveying and SUE needs for work along the river and within the project.

Project Fees & Schedule

Consultant will complete the Scope of Services for a base fee of \$299,700. In general, the work is anticipated to progress in accordance with the following schedule. A detailed breakdown of our fees is attached.

ICONENGINEERING

Task:	Dates:
1. Project Management, Meetings, Coordination	April – December 2022
2. Design Services	April – December 2022
3. Easements	April – December 2022
4. Additional Design Services	April – December 2022

Thank you again for the opportunity to assist the City of Greeley with this project. Please contact me with any questions about this proposal.

Sincerely,
ICON Engineering, Inc.



Craig D. Jacobson | Principal
cjacobson@iconeng.com | (303) 221-0802 (o) | 303 898-9717 (c)

ICONENGINEERING
PROJECT ESTIMATING SHEET

DESIGN/ PHASES 12th Street Outfall Change Order No.2 Description	ICON Engineering							Washburn Surveyors	ERO	Lithos Engineering	SurvWest SUE	SAN Eng.	Kimley/Horn	Valerian	TOTALS
	Contract Mgr.	Project Mgr.	Ind. QC	Prof.	Eng. IV	CAD/ GIS	Misc. Direct Costs								
	Principal Eng I \$189 Hours	Prof. Eng III \$169 Hours	Principal Eng. II \$189 Hours	Prof. Eng. II \$159 Hours	Eng. IV \$149 Hours	CAD/ GIS \$105 Hours									
Task 1 PROJECT MEETINGS AND SUPPORT														Task 2 Subtotal	\$118,700
1.1 - Additional Project Meetings & Coordination (28 meetings)	28	84			42		\$1,440		\$1,000	\$15,000		\$6,000	\$25,300	\$9,000	\$83,486
1.2 - Minutes and Documentation	14	28													\$7,378
1.3 - Coordination for CMAR Selection	4	6													\$1,770
1.4 - Design Adjustments and Quantity Coordination	12	32			60	40	\$250							\$5,000	\$26,066
Task 2 DESIGN DEVELOPMENT														Task 2 Subtotal	\$43,873
2.2 - Alternatives for Channel Concepts for 404 Permit	6	12			24		\$15							\$1,200	\$7,953
2.3 - Wetland Mitigation Alternates	2	6			12	6	\$15		\$2,000					\$2,500	\$8,325
2.4 - Outfall Analysis and Adjustments	2	8			16	4	\$15							\$3,000	\$7,549
2.5 - Groundwater Monitoring									\$12,932						\$12,932
2.6 - Irrigation Design		2			4	4								\$5,760	\$7,114
Task 3 EASEMENTS														Task 3 Subtotal	\$2,346
3.1 - Easements (3)		2			2	2		\$1,500							\$2,346
Task 4 ADDITIONAL DESIGN SERVICES														Task 4 Subtotal	\$134,781
4.1 - CLOMR Submittal	8	32		68	34	16	\$350								\$24,828
4.2 - Illicit Discharge Design Services	4	16		18	8	6	\$60					\$4,000			\$12,204
4.3 - E.coli Design Treatment Services	22	40		24	52	44	\$50						\$32,800	\$5,600	\$65,552
4.4 - O&M Manual	2	20					\$32							\$1,000	\$4,790
4.5 - Contingency for Survey and SUE		4				6	\$101	\$6,000			\$20,000				\$27,407
TOTAL HOURS	104	292	0	110	254	128									\$299,700
	\$19,656	\$49,348	\$0	\$17,490	\$37,846	\$13,440	\$2,328	\$7,500	\$15,932	\$15,000	\$20,000	\$10,000	\$58,100	\$33,060	\$299,700
													Total Base Services	\$299,700	

Council Agenda Summary

May 17, 2022

Key Staff Contact: Doug Marek, City Attorney, 970-350-9755

Title:

Consideration of a Resolution Authorizing the City attorney to Initiate appropriate legal action against Hydro Construction, Inc. and HDR, Inc. for damages resulting from defective construction of the Bellvue Water Treatment Plant

Summary:

In 2016, the City engaged HDR, Inc. (HDR) to provide professional design services in relation to improvements to be made at the City's Bellvue Water Treatment Plant ("WTP"). In 2017, the City entered into a Construction Manager at Risk contract with Hydro Construction, Inc., to perform the work according to the specifications provided by HDR. Work was supposed to have been completed in 2020, and the City issued a Certificate of Substantial Completion on June 12, 2020.

Subsequently, it has been discovered that there were several problems with the performance of the improvements at the WTP, which have required significant repair efforts by the City, and which also require the City to engage in further repair work in the future. The lawsuit will seek damages for breach of contract, negligence, or other applicable legal theory against Hydro, HDR, and any other responsible entity, including but not limited to subcontractors, parent entities and subsidiary entities, for construction defects.

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:

Greeley Municipal Charter Section 6-3 authorizes the City Attorney to institute any suit, action, or proceeding on behalf of the municipal government when directed to do so by the City Council.

Other Issues and Considerations:

None.

Strategic Work Program Item or Applicable Council Priority and Goal:

None.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

THE CITY OF GREELEY, COLORADO

RESOLUTION NO. _____, 2022

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY ATTORNEY TO INITIATE APPROPRIATE LEGAL ACTION AGAINST HYDRO CONSTRUCTION, INC. AND HDR ENGINEERING INC. FOR DAMAGES RESULTING FROM DEFECTIVE CONSTRUCTION OF THE BELLVUE WATER TREATMENT PLANT

WHEREAS, Section 6-3 of the Greeley City Charter authorizes the City Attorney to institute any suit, action or proceeding on behalf of the municipal government, or agency thereof, when directed by City Council; and

WHEREAS, in 2016, the City of Greeley ("City") engaged HDR Engineering, Inc. to provide professional design services in relation to improvements to be made at the City's Bellvue Water Treatment Plant ("WTP");

WHEREAS, in 2017, the City entered into a Construction Manager at Risk contract with Hydro Construction, Inc. to construct the improvements at the WTP; and

WHEREAS, the City was notified in 2020 that work was substantially completed and that Hydro requested issuance of a Certificate of Substantial Completion, which certificate was issued on June 12, 2020; and

WHEREAS, it has since been determined that there were a number of defects in the design and/or construction of the WTP; and

WHEREAS, the City has engaged contractors to make repairs to the WTP to mitigate its damages; and

WHEREAS, pursuant to the Construction Manager at Risk contract, the City and Hydro have engaged in mediation, which did not result in settlement of this matter; and

WHEREAS, the City has identified that the defects at WTP may further deteriorate over time if left in their current condition, necessitating that additional repairs be made to WTP; and; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley for Council to direct the City Attorney to initiate appropriate legal action including, but not limited to, instituting court action against Hydro Construction, Inc. and HDR Engineering Inc, as well as any subcontractor, subsidiary or affiliate that may be liable to the City, for recovery of damages.

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

Section 1. The City Attorney is hereby authorized to initiate appropriate legal action

regarding Hydro Construction, Inc. and HDR Engineering Inc, as well as any subcontractor, subsidiary, or affiliate for breach of contract, negligence, and any other applicable cause of action or claim.

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

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

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

Council Agenda Summary

May 17, 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 Section 4, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado (Balmer Farm).

Summary:

In 2016, the City of Greeley purchased a 139 +/- acre farm in Weld County, (known internally as the "Balmer Farm"). The 139-acre land parcel was part of the larger Danielson Farms acquisition, which included two other farms totaling 332 acres along with three shares of the stock in the Water Supply and Storage Company ("WSSC Water Rights"). Greeley paid a dry land value of \$4,890 per acre for the land in 2016. Since that time, the City has leased the Balmer Farm, along with the WSSC Water Rights, to a tenant farmer in order to maintain the beneficial use of the WSSC Water Rights on the historically irrigated land. The farm has been listed for sale with Hayden Outdoors since November of 2020; and in 2022, the City negotiated a purchase offer for the Balmer Farm for \$850,000 or \$6,100 per acre. The City will retain the WSSC Water Rights; no water rights are part of the sale. A dry-up covenant, revegetation covenant, and a water leaseback for the two shares of WSSC Water Rights to the buyer are part of the overall agreement.

The Water and Sewer Board authorized the sale at its April 20, 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?	\$850,000
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 June 7, 2022.

Attachments:

Ordinance
Purchase Contract and Exhibits
Presentation slides

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

**AN ORDINANCE AUTHORIZING THE DIVESTMENT OF CITY-OWNED REAL PROPERTY
LOCATED IN THE EAST HALF OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 66 WEST OF THE 6TH P.M.
IN WELD COUNTY, COLORADO (BALMER FARM)**

WHEREAS, in 2016, the City of Greeley, acting by and through its Water Enterprise, purchased certain real property that has commonly been known as the Balmer Farm, and is more particularly described as Lot B of Recorded Exemption No. 582 and Revision recorded April 27, 1983 at Reception No. 1924815 in Book 994, being located in the E½ of Section 4, Township 7 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. 070704000029 and consists of approximately 138.33 net acres, more or less; and

WHEREAS, since acquiring the Balmer Farm, the City has leased the land along with the associated water rights represented by shares in The Water Supply and Storage Company ("WSSC Shares"), to a tenant farmer in order to sustain historical use of the water rights for a future change of the rights to municipal uses; and

WHEREAS, the City recently received an offer to purchase the Balmer 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 Balmer Farm, including, without limitation, the WSSC 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 April 20, 2022 made a finding that the Balmer Farm is not currently being used or 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 Balmer 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 Balmer Farm is not being used or 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 Balmer 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 Balmer 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. 13.

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 [] Other _____.

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 of Recorded Exemption No. 582 and Revision recorded April 27, 1983 at Reception No. 1924815 in Book 994, being located in the E 1/2 of Section 4, Township 7 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado; said Property is also known as Parcel No. 070704000029 and consists of approximately 138.33 net acres, more or less.

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) Zimmatic - 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 Water Supply and Storage Company.

2.6.2 - Any equipment or personal property located on the Property and owned by or belonging to Leland Lebsack, the tenant occupying the Property pursuant to that certain First Amendment to Farm Lease Agreement dated April 6, 2021.

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 Leland Lebsack, pursuant to the First Amendment to Farm Lease Agreement dated April 6, 2021.

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	21 days after MEC

Item No. 13.

5	§ 8	Off-Record Title Deadline	14 days after MEC
6	§ 8	Off-Record Title Objection Deadline	21 days after MEC
7	§ 8	Title Resolution Deadline	30 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	14 days after MEC
23	§ 6	Appraisal Objection Deadline	21 days after MEC
24	§ 6	Appraisal Resolution Deadline	30 days after MEC
		Survey	
25	§ 9	New ILC or New Survey Deadline	14 days after MEC
26	§ 9	New ILC or New Survey Objection Deadline	21 days after MEC
27	§ 9	New ILC or New Survey Resolution Deadline	30 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	35 days after MEC
31	§ 10	Inspection Objection Deadline	30 days after MEC
32	§ 10	Inspection Resolution Deadline	35 days after MEC
33	§ 10	Property Insurance Termination Deadline	30 days after MEC
34	§ 10	Due Diligence Documents Delivery Deadline	14 days after MEC
35	§ 10	Due Diligence Documents Objection Deadline	21 days after MEC
36	§ 10	Due Diligence Documents Resolution Deadline	30 days after MEC
37	§ 10	Environmental Inspection Termination Deadline	30 days after MEC
38	§ 10	ADA Evaluation Termination Deadline	30 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	21 days after MEC
42	§ 11	Estoppel Statements Termination Deadline	30 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	\$ 850,000.00	
2	§ 4.3.	Earnest Money		\$ 10,000.00
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		\$ 840,000.00
10		TOTAL	\$ 850,000.00	\$ 850,000.00

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. 13.

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.**

Item No. 13.

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

Item No. 13.

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): First Amendment to Farm Lease Agreement with Leland Lebsack, dated April 6, 2021. Seller shall assign, and Buyer shall assume, at Closing that portion of the First
534 Amendment to Farm Lease Agreement concerning the Property. As described above, Seller is reserving for itself any and all water and water rights associated with the
535 Property. However, Seller agrees to continue leasing the two (2) shares of WSSC that historically irrigated the Property to Mr. Lebsack for irrigation of the Property
through December 31, 2022.

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

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

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

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

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

Item No. 13.

- 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

Item No. 13.

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.

CLOSING PROVISIONS

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

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

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

Item No. 13.

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. 13.

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 4/5/2022
5D1446405EA9414...

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: 796 Abrams Way
Loveland CO 80537

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. 13.

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: copy to: adam.jokerst@greeleygov.com

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: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

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

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.

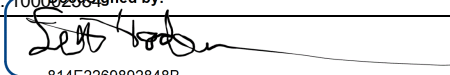
Item No. 13.

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. 1000286
	Signed by: 
	4/5/2022
	<small>814E2269892848B</small>
Broker's Signature	Date

Address:	501 Main Street, Windsor, CO 80550
Phone No.:	(970) 674-1990
Fax No.:	(970) 674-5090
Email Address:	admin@haydenoutdoors.com

914

Item No. 13.

CITY OF GREELEY SIGNATURE PAGE
Contract to Buy and Sell Real Estate
Between LTC 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”), LTC 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. 13.

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 have executed this instrument on the _____ day of _____, 2022.

Declarant
LTC PERFORMANCE HORSES, LLC

Leaseholder
LELAND LEBSACK

By: _____
Name: _____
Title: _____

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2022 by _____, as an authorized representative of LTC Performance Horses, LLC.

Witness my hand and official seal.

Notary Public
My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2022 by Leland Lebsack, in his individual capacity.

Witness my hand and official seal.

Notary Public
My commission expires: _____

Item No. 13.

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 two (2) shares of the two and one-half (2½) shares capital stock in The Water Supply and Storage Company evidenced by Stock Certificate No. 6728.

Item No. 13.

EXHIBIT A

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

Lot B of Recorded Exemption No. 582 and Revision recorded April 27, 1983 at Reception No. 1924815 in Book 994, being located in the E 1/2 of Section 4, Township 7 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado; said Property is also known as Parcel No. 070704000029 and consists of approximately 138.33 net acres, more or less.

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 two (2) shares of capital stock in The Water Supply and Storage Company, evidenced by a portion of Stock Certificate No. 6728 (“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 138.33 acres located in Weld County and more particularly described as Lot B of Recorded Exemption No. 582, and Revision recorded April 27, 1983 at Reception No. 1924815 in Book 994, being located in the E½ of Section 4, Township 7 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado; said real property also being known as Parcel No. 070704000029 (“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 Water Supply and Storage Company. The Annual Lease Amount shall not be reduced to reflect rebates or other credits attributable to leasing transmountain return flows associated with the Water Rights. Lessee shall also pay to Greeley an Annual Administrative Fee equal to ten percent of that year’s Annual Lease Amount, provided, however, that the Annual Administrative Fee shall not exceed five-hundred dollars (\$500.00). Greeley will provide an invoice of the Annual Lease Amount and Annual Administrative Fee to Lessee, and Lessee shall deliver payment of that total amount to Greeley no later than (i) May 15 of the then current irrigation year, or (ii) within fifteen days of receipt of such invoice from Greeley. Lessee shall also remit to Greeley an additional charge

EXHIBIT B

equal to fifteen percent of the Annual Lease Amount for every thirty days that payment required under this Agreement is late.

4. Use of Water Rights. Lessee shall use the water delivered pursuant to the Water Rights only for agricultural irrigation on the Property. Lessee shall not use the Water Rights for any other uses. Lessee shall not use the water delivered pursuant to the Water Rights on any land other than the Property. Lessee shall use the Water Rights in accordance with all rules, regulations, bylaws and policies of The Water Supply and Storage Company. 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.

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

EXHIBIT B

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.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Agreement

Item No. 13.

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. 13.

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. 13.

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: _____

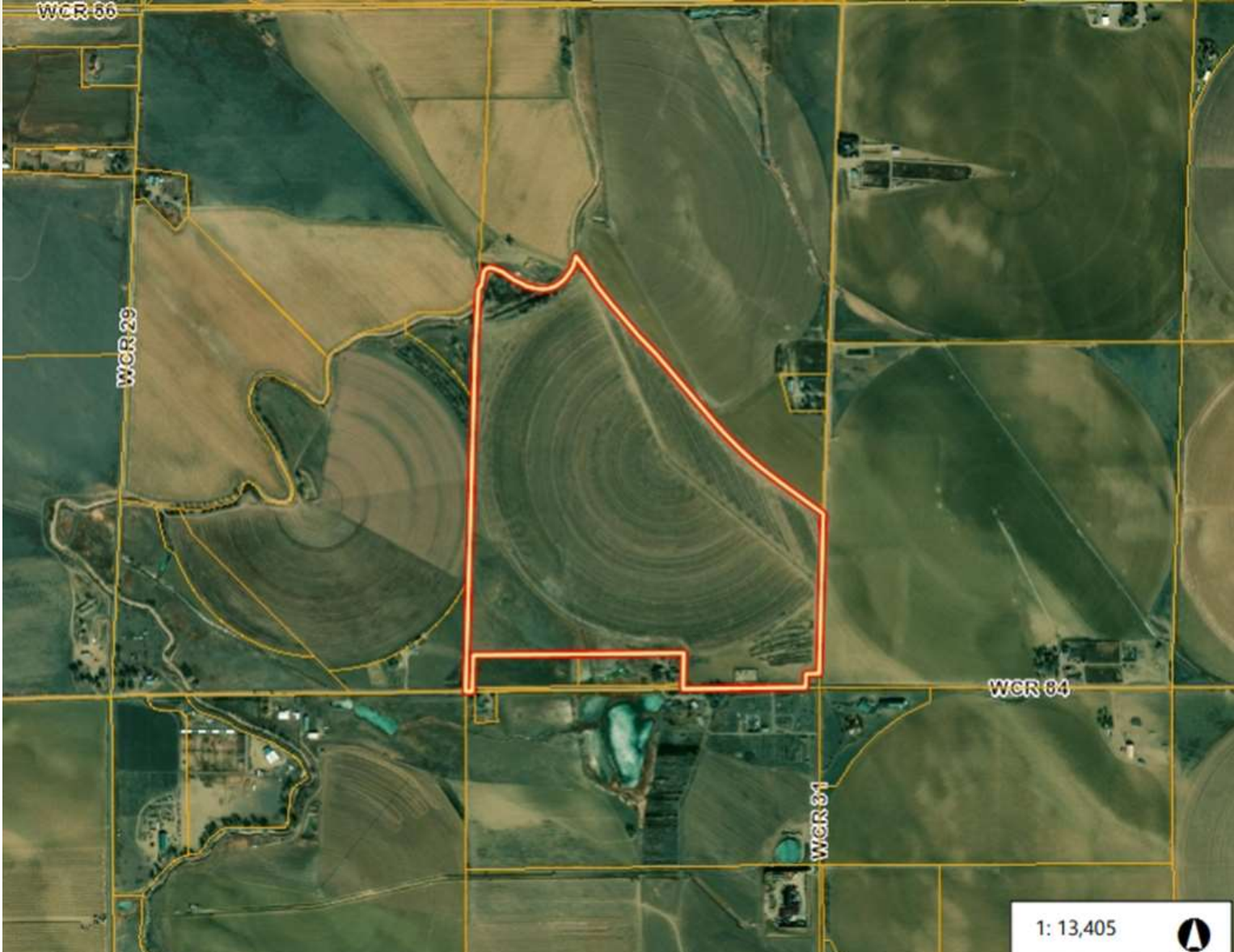
Balmer Farm Property Divestment

Presented to Greeley City Council

By Greeley Water & Sewer Department

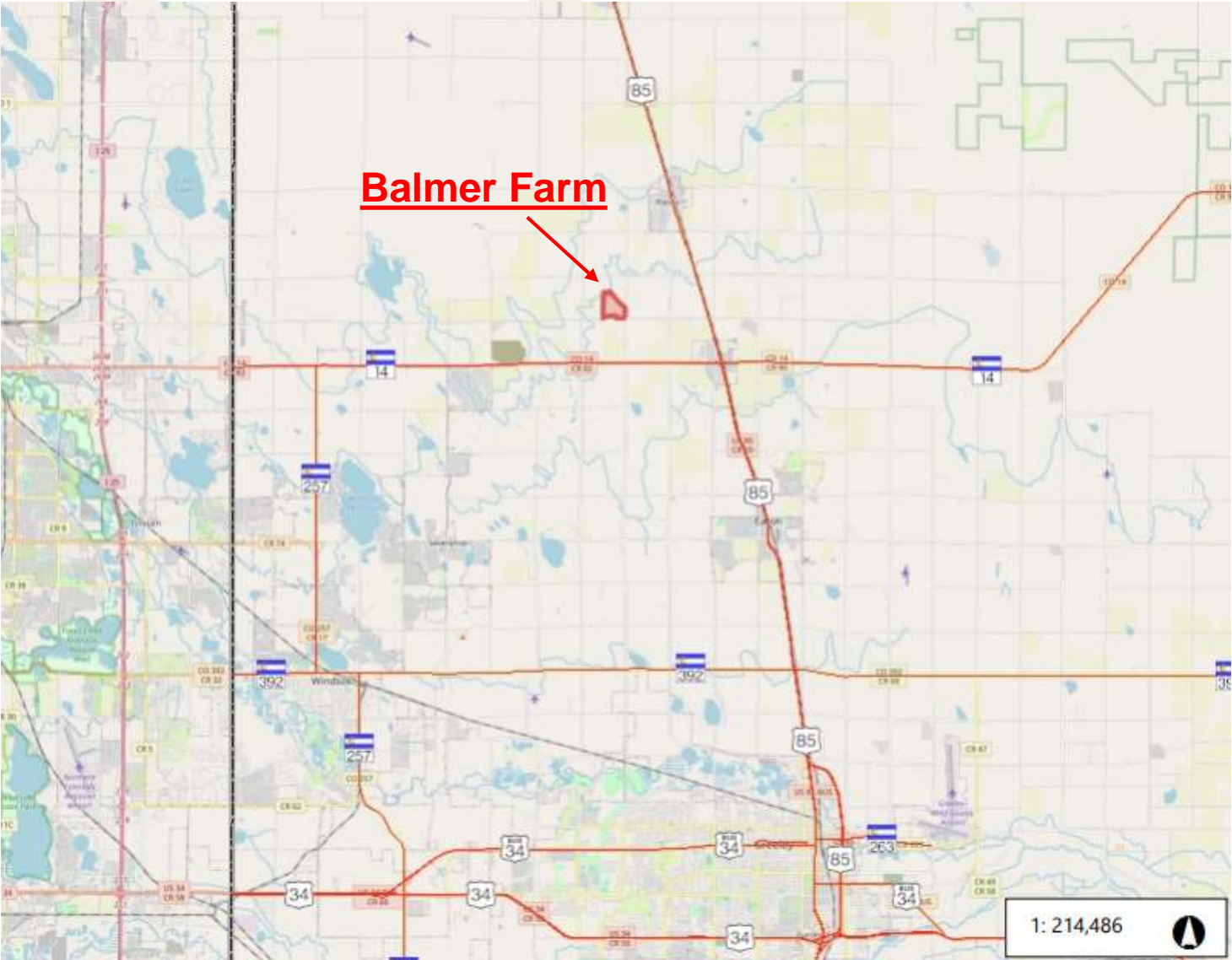
May 17, 2022

Balmer Farm Farm



- **McWilliams Farm:**
 - 139+/- acres
 - Weld County
 - Sale Price:
 - \$850,000.00

Balmer Farm Property Location



Balmer Farm Property Divestment

- Purchased in 2016 as part of a water rights acquisition
 - Three shares of Water Supply and Storage (WSSC)
- Proposed divestment of dry land (water retained)
- 2016 purchase price – \$4,890 per acre
- Current offer from LTS Performance Horses LLC – \$6,100 per acre
 - Value aligns with comparables
 - \$850,000 for 139 acres

Balmer Farm Property Divestment

- \$10,000 earnest money
- 5% brokerage commission
- Buyer pays for most diligence, Greeley pays for title commitment
- City obtains dry-up and revegetation covenants
- Leaseback (2 shares of WSSC)
 - 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 Balmer Farm and scheduling a public hearing and final reading for June 7, 2023.

Note: On April 20, 2022, the Greeley Water and Sewer Board approved the sale agreement and recommended to City Council the authorization for the sale of the Balmer Farm Property.

Questions?



Council Agenda Summary

May 17, 2022

Key Staff Contacts: Brian Kuznik, Fire Chief, 970-350-9501 and Adam Turk, Interim Police Chief, 970-351-5381

Title:

Introduction and first reading of an Ordinance amending Chapter 15 of Title 14 of the Greeley Municipal Code relating to fireworks

Summary:

According to C.R.S. § 24-33.5-2002, it is unlawful for any person to possess or discharge any fireworks, other than permissible fireworks, in the State of Colorado. C.R.S. § 24-33.5-2003 gives any governing body the power to adopt reasonable rules and issue permits within its jurisdiction for the retail sale of fireworks. Furthermore, C.R.S. § 24-33.5-2007 explains that municipalities may further regulate and prohibit the sale, use, and possession of fireworks, including permissible fireworks, within the limits of any city.

The volume of illegal fireworks activity in recent years has been significant. The Police Department receives illegal fireworks complaints from residents across the City. Illegal fireworks produce noise complaints, risk of personal injury and property damage and quality of life issues.

The manufacture, sale, use or possession of fireworks is currently a misdemeanor infraction with a penalty of a maximum fine of \$500. This Ordinance amends the violation to a misdemeanor offense, with a fine of \$1000, plus any additional penalties assessed, which could include imprisonment. The Fire Department will offer a fire safety class for persons charged with a fireworks violation. After completion of the fire safety course, the fine will be reduced to \$500.

The Ordinance also adds an additional violation for when someone knowingly provides private property for the possession and use of illegal fireworks. The penalty is the same as outlined above, with the option to reduce the fine after completing a fire safety course.

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 legislative process.

Other Issues and Considerations:

None.

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for June 7, 2022.

Attachments:

Ordinance
Appendix A

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

**AN ORDINANCE AMENDING CHAPTER 15 OF TITLE 14 OF THE GREELEY MUNICIPAL
CODE RELATING TO FIREWORKS**

WHEREAS, the City of Greeley has adopted the International Fire Code at Title 22, Chapter 12 of the Municipal Code; and

WHEREAS, the possession, manufacture, storage, sale, handling and use of fireworks is prohibited by Section 5601.1.3 of the International Fire Code except where allowed by applicable laws; and

WHEREAS, Colorado Revised Statutes Section 24-33.5-2007 allow certain fireworks to be possessed, sold, and used within incorporated areas of the State of Colorado unless restricted by local law in those incorporated areas; and

WHEREAS, the use of illegal fireworks within the City poses a danger to the health and safety of the citizens of Greeley; and

WHEREAS, the amendments to Chapter 15 will provide city staff, including the Police and Fire Departments, additional resources in order to ensure that fireworks are used safely and appropriately within the Greeley city limits; and

WHEREAS, City Council finds that adoption of this Ordinance 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. That Chapter 15 of Title 14 of the Greeley Municipal Code of Ordinances be amended, including adding thereto a new section, to read as shown in Appendix A.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2022.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

APPENDIX A

AN ORDINANCE AMENDING CHAPTER 15 OF TITLE 14 OF THE GREELEY MUNICIPAL CODE RELATING TO FIREWORKS

Section 1: That Chapter 15, Fireworks, of Title 14, Criminal Conduct and Offenses, be amended, including adding thereto a new section, to read as follows:

Sec. 14-481. Manufacture, sale, use or possession of fireworks.

(a) Pursuant to section 5601.1.3 of the International Fire Code, as adopted by the city at section 22-454, the possession, storage, sale, handling and use of fireworks is illegal except as set forth herein.

~~(b)~~ (1) The fire department may adopt reasonable rules and regulations for the granting of permits for supervised public displays of fireworks and retail sale of fireworks within the city.

~~(1)~~ a. Such permits may be granted upon application to the fire department.

~~(2)~~ b. The department may prescribe reasonable requirements for the issuance of such permits, including, but not limited to, a reasonable fee for such permits, the posting of an appropriate bond, limitation as to the type of fireworks displayed, time and location of such display, requirements concerning the licensure or certification of the operator of the display and disposal of unused fireworks.

~~(c)~~ c. Permits issued by the fire department for a public display of fireworks within the city must be reviewed and approved in writing by the chief of police or designee. No permit issued by the fire department shall be valid in the absence of the written approval thereof by the chief of police or designee.

~~(d)~~ (2) Permissible fireworks may be possessed, stored, sold, handled and used within the city by any individual age 16 years and older.

(3) Permissible fireworks may be possessed and used within the city by an individual under the age of 16 years, if the individual is under adult supervision.

Sec. 14-482. Knowingly provide private property for possession or use of illegal fireworks. No one who owns, rents, leases or controls private property shall knowingly allow any person to possess or use fireworks, except for permissible fireworks as allowed in sec. 14-481, anywhere on said property.

Sec. 14-4823. Penalty.

(a) Any person who violates this chapter commits a misdemeanor ~~infraction~~ offense and shall be fined not less than \$1000, plus any additional penalties assessed pursuant to ~~punished as provided in~~ chapter 9 of title 1 of this Code.

(b) Up to \$500 of the fine on a first violation may be suspended if the guilty party completes a city-sponsored or city-approved fire safety course, within 91 days following sentencing. The guilty party is responsible for any registration fees.

(c) A repeat violation within 365 days from a finding of guilty shall cause the full amount of the fine to be immediately reinstated in full.

Sec. 14-4834. Seizure of illegal fireworks.

(a) Members of the ~~the police or fire department or any city police officer~~ shall seize, take, remove or cause to be removed, at the expense of the owner, all stocks of fireworks offered or exposed for sale or stored or held in violation of this chapter or of the adopted portions of the International Fire Code.

Council Agenda Summary

May 17, 2022

Key Staff Contact: Brittany Hathaway, Community Development, 350-9823

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 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

Summary:

The applicant requests to rezone from PUD to MU-H for a proposed mixed-use development that would include a multi-family apartment complex use and an adjacent commercial use. The multi-family use would encompass approximately 11 acres of the parcel and 2 acres would be available for commercial uses.

The parcel contains an approximate 4-acre area of ecological significance, which would be preserved as open space. The open space is proposed also include a prospective private park of roughly 2 acres on the east side of the project, abutting the existing Longsview Townhome development.

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

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a quasi-judicial process.

Other Issues and Considerations:

None noted.

Strategic Work Program Item or Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for June 7, 2022.

Attachments:

Ordinance

Vicinity Map

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

**CITY OF GREELEY, COLORADO
ORDINANCE NO. ____, 2022
CASE NO. ZON2021-0019**

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, 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

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 Planned Unit Development – Centerplace to Mixed-Use High Intensity, in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map are hereby changed so as to accomplish the above-described zoning changes, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 3. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2022.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Legal Description

TRACT A, CENTERPLACE PHASE 3 MINOR SUBDIVISION,
COUNTY OF WELD, STATE OF COLORADO

SAID PARCEL CONTAINS 1,023,102 SQUARE FEET OR 23.4872 ACRES MORE OR LESS.

PLANNING COMMISSION SUMMARY

ITEMS: Rezone property from PUD (Planned Unit Development - Centerplace) to MU-H (Mixed-Use High Intensity)

FILE NUMBER: ZON2021-0019

PROJECT: Watermark Rezone

LOCATION: South of Centerplace Drive at 38th Avenue

APPLICANT: Sam Coutts of Ripley Design Inc., on behalf of Gilbert Commercial Land LLP

CASE PLANNER: Brittany Hathaway, Planner III

PLANNING COMMISSION HEARING DATE: April 26, 2021

PLANNING COMMISSION FUNCTION:

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

EXECUTIVE SUMMARY

The City of Greeley is considering a request to rezone 23.49 acres from PUD (Planned Unit Development - Centerplace) to MU-H (Mixed-Use High Intensity)

The subject site is located south of Centerplace Drive at 38th Avenue (see Attachment A).

A. REQUEST

The applicant requests to rezone from PUD to MU-H for a proposed mixed-use development that would include a multi-family apartment complex use and an adjacent commercial use. The multi-family use would encompass approximately 11 acres of the parcel and 2 acres would be available for commercial uses.

The parcel contains an approximate 4-acre area of ecological significance, which would be preserved as open space. The open space is proposed also include a prospective private park of roughly 2 acres on the east side of the project, abutting the existing Longview Townhome development. Please see Attachment C (Rezone Package – Zoning Suitability Map).

B. STAFF RECOMMENDATION

Approval

C. LOCATION **Abutting Zoning/Land Use:**

North: PUD (Planned Unit Development)
 South: PUD (Planned Unit Development) and US Highway 34 Bypass
 East: R-H (Residential High Density) and C-H (Commercial High Intensity)
 West: PUD (Planned Unit Development)

Site Characteristics:

The site is undeveloped with a drainage area that bisects the property.

Surrounding Land Uses:

North: Creekstone Apartments and vacant land
 South: US Highway 34 Bypass
 East: Longview Townhomes and car dealership
 West: Commercial and commercial big box (TJ Maxx, Hobby Lobby, Best Buy etc.)

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.

The Imagine Greeley Comprehensive Plan's Land Use Guidance Map designates the subject property as Mixed-Use High Intensity. Supported uses include residential, commercial, office, retail, and institutional. A mix of uses, either vertical or across multiple sites, are encouraged. The proposed Mixed-Use High Intensity zoning with horizontal mixed-use including residential with a commercial pad site is supported.

Additionally, the following specific goals and objectives support the proposed rezone:
Growth and City Form:

- GC-1.2 Form of Growth: Encourage compact urban form over sprawl development.
- GC-1.6 Transitions to Parks and Open Lands: Ensure new development abutting land intended to remain undeveloped, such as environmentally sensitive areas, provides for transitions in uses and intensity that mitigate impacts on these areas.
- CG-2.2 Jobs/Housing Balance: Support zoning and development patterns that expand opportunities for people who live in Greeley to also work in Greeley (and vice-versa).
- GC-2.3 Pedestrian and Bicycle-Oriented Development: Encourage development patterns that encourage walking and bicycling whenever possible – by locating employment, shopping, and other services within a quarter mile of residential areas.
- 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 area.

Economic Health and Human Services:

- EH-2.4 Land Use: Promote land use decisions that support walkability and improve access to basic needs.
- EH-2.5 Walkability and “Bikability”: Plan and design neighborhoods so employment, schools, shopping, parks, transit and other facilities are within a 10-minute safe walk of housing.
- EH-2.6 Built Environment: Encourage construction of built environments that support health and active living, such as mixed-use centers and neighborhoods, that support walkability and provide safe options for active transportation.

Natural Resources and Open Lands

- NR-3.5 Preservation of Natural Areas: Work with developers to protect important natural areas, native wildlife habitat, vistas and other significant or environmentally sensitive lands.

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

Staff Comment: The mixed-use district encourages a mix of residential and commercial uses in a walkable setting that complements higher density areas or serves as a center of a more intense multi-modal or regional destination. Due to the neighboring big box developments to the west and residential to the east and northeast, the proposed concept supports land use transitions in the surrounding area as by proposing compatible development.

The applicant proposes to place open space and a private park adjacent to an existing townhome and commercial development to the east to provide a buffer for both new multi-family development as well as the existing townhomes.

The proposed placement of a commercial tract at the northwest end of the parcel would also buffer high traffic movement on the access road from the proposed residential uses as well as provide a needed commercial tract in the area. The proposed residential development would also be within walking and biking distance to services, restaurants, employment, and retail.

3. Whether 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 Centerplace area has seen ongoing substantial development becoming one of the main commercial and residential corridors in the City. Development continues north of Centerplace Drive to include needed residential and new commercial developments. The area is also a high-employment area, primarily service related. A rezone to provide additional high density residential would encourage price competitiveness in addition to housing within walking or biking distance to many employers and schools.

- 4. Whether 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 existing zoning has been in place since 2000 with an update in 2015. The current zoning, approved in 2015, restricted development in the area to a degree the site has remained vacant. Restrictions included gas stations and auto uses, laundromats, lodging, veterinary services, all residential uses, day cares, to name a few. Given current trends and vacancy of the parcel for over 20 years, Staff determines that the existing zoning is inappropriate and obsolete.

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

Staff Comment: The proposed zoning would provide complimentary development options to surrounding zoning and existing uses by creating a reasonable transition between residential and higher intensity commercial uses. The parcel is also located approximately 0.25 miles from Greeley West Park, which in addition to a proposed on-site park and open space, would provide future residents with walkable access to recreational activities.

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

Staff Comment: The City and other agencies have analyzed the proposed uses and are able to provide needed services based on the provided conceptual traffic study and preliminary drainage report. Detailed analysis would be conducted at site plan and plat review.

- 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: Both initial and more recent zoning of the property assumed big box retail uses. The market study provided with the rezone application described and examined the existing retail vacancy rates and site constraints, and concluded these factors would limit potential development under its current zoning designation. By

creating a mixed-use parcel, commercial uses allowed in the C-H district would be permitted on the least constrained and most visible portion of the site. The proposed high-density multi-family residential use would provide a buffer against high intensity commercial and existing townhomes to the east, as well as providing needed housing.

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: The applicant has provided conceptual layouts that would provide both commercial and residential amenities, such as a clubhouse, along the frontage to help buffer some of the anticipated traffic noise from Centerplace Drive. The conceptual layouts also accounted for existing site constraints, such as ecologically significant areas and use buffering between existing residential and proposed development. The rear of the property abuts the US Highway 34 Bypass. The City's Development Code would require significant landscape buffering along Highway 34 to mitigate sound and headlight nuisances. Staff would critically review impacts and a detailed traffic analysis at time of site plan review.

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

Staff Comment: City staff recommends approval.

E. SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The property is currently platted as Tract A Centerplace Phase 3.

A minor subdivision would be required to create a buildable lot as tracts must be replatted into lots to be eligible for development.

2. TRANSPORTATION

The City's Transportation Planner and Engineering Development Review staff have reviewed the traffic impact analysis with the proposed concept plan 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 time of site plan review once exact layouts and densities are confirmed.

F. SERVICES

1. WATER

Water services are available and can adequately serve the subject property.

2. SANITATION

Sanitation services are available and can adequately serve the subject property.

3. EMERGENCY SERVICES

Emergency services are available and can adequately serve the subject property.

G. NEIGHBORHOOD IMPACTS

1. VISUAL

Any development plan application for the property would be reviewed for compliance with the City’s Development Code requirements regarding visual impacts.

2. NOISE

Any potential noise created by future development would be regulated by the Municipal Code.

H. PUBLIC NOTICE AND COMMENT

Neighborhood notices for this meeting were mailed to surrounding property owners on April 8, 2022 and a notice was published in the newspaper per Development Code requirements. A sign was also posted on the site on April 8, 2022.

I. PLANNING COMMISSION RECOMMENDED MOTION

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from PUD (Planned Unit Development - Centerplace) to MU-H (Mixed-Use High Intensity) meets Development Code Section 24-204; and therefore, recommends **approval** of the rezone to the City Council.

Alternative motion:

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from PUD (Planned Unit Development - Centerplace) to MU-H (Mixed-Use High Intensity) meets Development Code Section 24-204; and therefore, recommends **denial** of the rezone to the City Council.

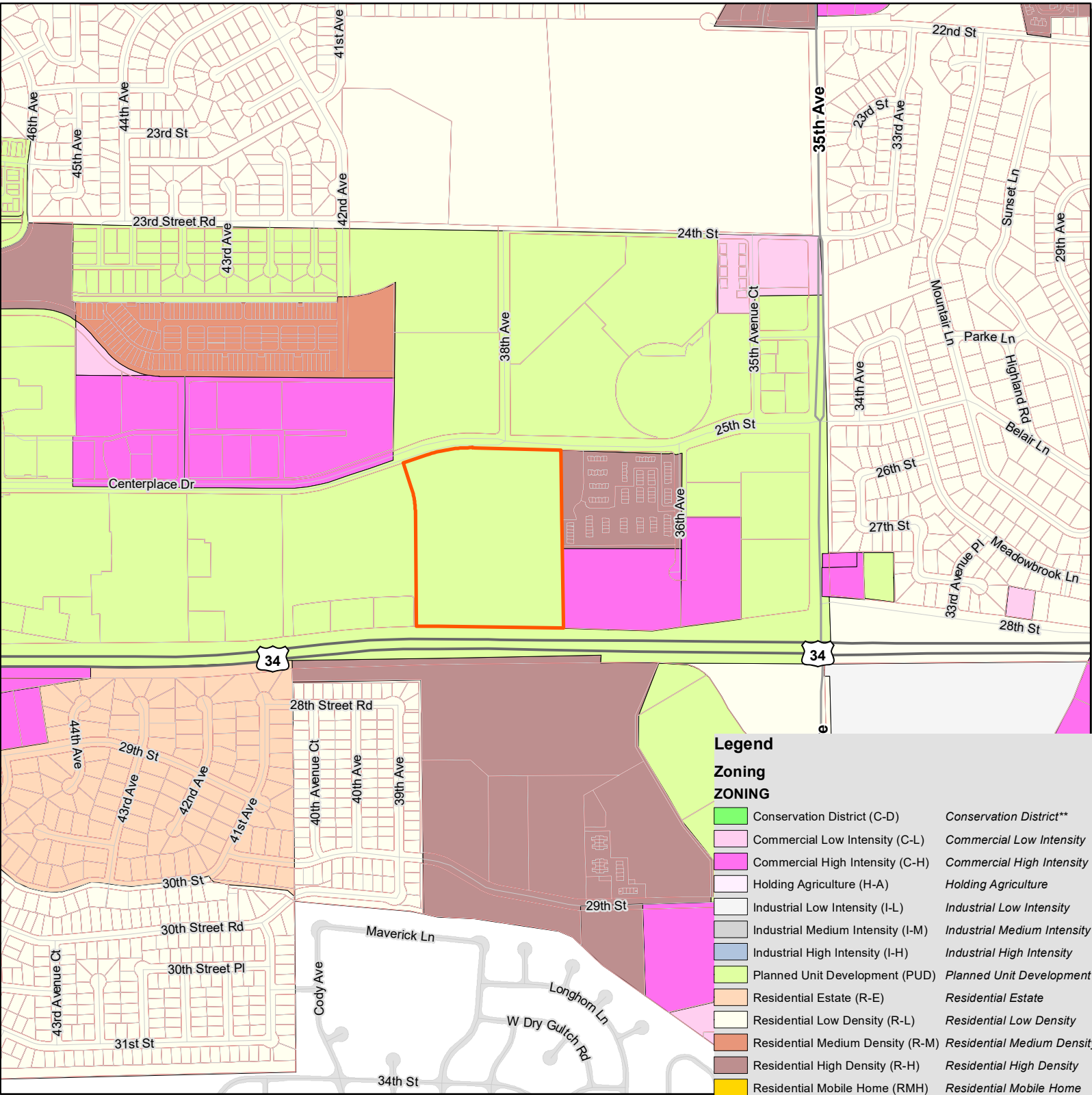
ATTACHMENTS

- Attachment A – Zoning & Vicinity Map
- Attachment B – Project Narrative
- Attachment C – Rezone Package

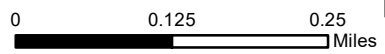
Item No. 15.



Vicinity Map Watermark Rezone



ZON2021-0019





Watermark Centerplace Rezone

Rezoning Analysis | 04/08/2022

This memo is being provided for the purpose of showing compliance with Greeley Development Code criteria for rezoning the property from PUD to the MU-H (Mixed Use High Intensity) district per Sec. 24-625(3). The vacant parcel of this application is roughly 23.5 acres and is located South of Centerplace Drive and North of U.S. Highway 34. The parcels to the West are zoned PUD and are fully built out as large commercial box stores, colloquially known as the Centerplace of Greeley Shopping Mall. Some of these commercial stores include Target, Kohl's, Best Buy, Hobby Lobby, and T.J. Maxx. The parcels to the East are zoned R-H (Residential High Density) and C-H (Commercial High Intensity). The site is located perfectly in between high intensity commercial uses to the West and (south)East while being contained to the North and South by an expressway and collector roads. The intent of the MU-H district is to *"provide a mix of retail, service, employment, entertainment and civic uses in a walkable setting that complements higher-density neighborhoods or serves as the center of a more intense, multi-modal community or regional destination"*. With these conditions and definition in mind, the applicant proposes rezoning the parcel to the MU-H district to allow development to complement existing adjacent uses and serve as the residential center of an intense multi-modal regional destination.

The history of this parcels dates back to 2000 when the Centerplace of Greeley Concept/Preliminary PUD was approved. The Centerplace PUD defined this area (Area B) to allow all uses allowed within the C-H Zone district, implying that multifamily could exist on this site as an allowed use (by special review) within the C-H district. In 2015 a new Preliminary PUD was approved for the majority of Area B. The Centerplace Phase 4 Preliminary PUD now governs this parcel, however no improvements have been built since its approval. The Centerplace Phase 4 PUD planned for five retail pad sites and parking in a conceptual illustrative site plan. That PUD includes a note stating *"This illustrative plan is conceptual in nature, and as such, is subject to additions, deletions and revisions. The plan is only intended to convey general concepts, not specific applications or restrictions. The concept shown may be developed in many different manners and as such may change location, may or may not be included, may rotate or flip, etc. The general intent, however should be respected."* The Phase 4 PUD allowed all C-L and C-H uses on the property, with the exclusion of a long list of commercial uses and a couple residential uses. After seven years of no development occurring, it is the applicants desire to rezone the area to create a clearer definition of allowed commercial and residential uses on this parcel.

The proposed rezone plans for a mix of commercial and residential uses on the site, which is the intent of the mixed-use (MU-H) district, and no major variances to land use or development standards are anticipated. The Zoning Suitability Map includes approximately fourteen acres of land for multifamily and commercial uses (and accompanying open space), as well as approximately two acres of commercial uses only and land for a potential



MINIMAL RISK. PAINLESS PROCESS. BEAUTIFUL SPACES.

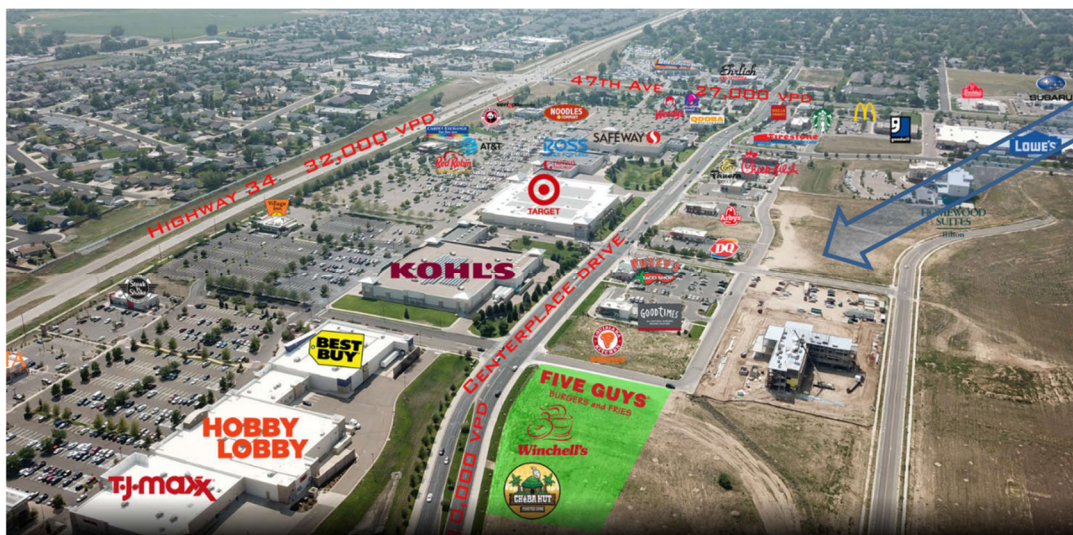
o: 970.224.5828 | w: ripleydesigninc.com

RIPLEY DESIGN, INC. | 419 Canyon Avenue, Suite 200 | Fort Collins, CO 80521

future park. The area designated for commercial only is located at the northwestern corner of the parcel, adjacent to Centerplace Drive. With the remaining land, the applicant aims to help satisfy the growing housing need that exists in Greeley and Weld County, while still allowing for commercial uses in the event a multifamily project is never approved for the parcel.

Summit Economics has prepared a market study of this region to analyze the supply and demand of multifamily housing in the area, as well as the viability of this site as a commercial use. Centerplace Drive is largely developed with large “big box” stores dominating the South side of the street and commercial food options on the North side of the street. Both groups are staples in many commercial corridors. The exhibit below shows the extent of retail and fast-food development, looking West, along Centerplace Drive. According to the study, the City of Greeley has an adjusted retail vacancy rate between 6-8% (this number swells to 24% if not adjusted- the Greeley Mall is nearly 55% vacant) and has an additional 28 acres of commercial zoned vacant land. The study also indicates that there is over 57 acres of land with existing automotive sales uses, which will eventually be prime for redevelopment. Douglas Huey has been marketing the subject site to commercial users (unsuccessfully) for the past 6-8 years. He has learned that there is a lack of retailer interest and due to the significant grading challenges of the site, the cost of site work for retail is prohibitive. There has been speculation that if the large parcel were subdivided into several smaller parcels, then it could stimulate commercial development. However, according to the Summit Economic’s study, aside from the Greeley Mall, *all* of the commercial vacancy studied is in small retail strip space. The study concludes, “The small strip retail vacancy in the vicinity and restaurants would benefit from more residential development in the immediate neighborhood.” This site has the opportunity to complement existing commercial uses and provide consumers with direct access to commercial uses and employment.

Exhibit One:



MINIMAL RISK. PAINLESS PROCESS. BEAUTIFUL SPACES.

o: 970.224.5828 | w: ripleydesigninc.com

RIPLEY DESIGN, INC. | 419 Canyon Avenue, Suite 200 | Fort Collins, CO 80521



Multifamily is a need within Greeley. The Greeley MSA ranked as the No. 3 fastest growing nationwide from July 2018 to June 2019 and the No. 6 fastest growing in the country from 2010-2019 per data from the U.S. Census Bureau. Greeley also currently ranks No. 6 in Jobs & Economy and No. 48 overall on Wallethub's Fastest-Growing Cities in the U.S., ranking ahead of all other Colorado MSA's except for Denver. Furthermore, population is projected to grow by 1.5% annually through 2025, which is higher than the averages for both the U.S. and the Southwest & Mountains region, per Oxford Economics. The effects of this fast-paced growth are being felt by the Greeley public, by enduring an extremely low rental housing vacancy rate of 3.8% per the city's 2021 Growth & Development Projection Report. The market study states, "Vacancy rates generally drive rent movement in the short-term... The continued rapid growth in rents in recent years suggests supply is not keeping up with demand." It also reports that new apartments in Greeley have "achieved occupancy rates above 95% demonstrating strong demand for new product."

Lastly, with the existing infrastructure along Centerplace Drive, the constructed portions of the Centerplace PUD, and the off-street shared use path (South of the rezone parcel), there is unique ability for the site to function as part of a multimodal community to and from the Greeley regional destination. The City of Greeley Bike Map indicates that the site has built in connections to take a pedestrian biker to and from almost all neighborhoods in Greeley. This includes established routes to schools, parks, commercial areas, and downtown. The applicant believes this further establishes credibility to rezoning the site to MU-H, as the multi-modal capability is clearly identified in the intent of the zoning district.

Compatibility with Imagine Greeley and adjacent development

The Imagine Greeley Land Use Guidance Map has this area designated as employment, industrial and commercial on the Land Use Guidance Map. Within the definition of this land use is the following; "In certain instances, **residential uses are supported but only where the adjacent employment** or industrial use is compatible and would not negatively impact residents' quality of life or safety." The site is bound by retail to the west, multifamily to the north, multifamily and retail to the east and Highway 34 to the south. The east side of the site has a low drainage swale with existing trees. The applicant plans to retain much of this existing feature. These small oases within an urban context compliment a residential development. By opening this parcel up to residential uses, it creates the opportunity to create public park and trail expansions. Residents will linger longer and appreciate the feature more than visitors to a commercial development where spaces like this are relegated to be viewed from back of house operations. In addition, multifamily is a great compliment to retail. The adjacent retail will also provide employment opportunity to the future residents. Residential uses within this community building block area will not be negatively impacted by the adjacent land uses. By rezoning this site to MU-H, the easy access to retail, the natural feature and the close proximity to Greeley west Park will be a positive location where Greeley residents can thrive and exist within a easily walkable live- work-play community.



MINIMAL RISK. PAINLESS PROCESS. BEAUTIFUL SPACES.

o: 970.224.5828 | w: ripleydesigninc.com

RIPLEY DESIGN, INC. | 419 Canyon Avenue, Suite 200 | Fort Collins, CO 80521



In addition, the following Imagine Greeley objectives support the rezoning of these properties: ***EH-2.4** Land Use, **EH-2.5** Walkability & Bikability, **EH-2.6** Built Environment, **GC-1.2** Form of Growth, **GC-1.6** Transitions to Parks and Open Lands, **GC-2.1** Land Use Guidance Map, **GC-2.2** Jobs/Housing Balance, **GC-2.3** Pedestrian and Bicycle-Oriented Development, **GC-4.3** Infill Compatibility, **HO-2.1** Diversity in New Development, **NR-2.7** Stormwater Management, **NR-4.3** Landscaping and Plant Species, **TM-1.2** Pedestrian Movements, **TM-1.4** Traffic Calming*

Outlined below is a comprehensive analysis of the Development Code to show compliance with the review criteria for general rezoning.

Rezoning Review Criteria 18.30.050(c)(3)

- 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?*
 - The property has remained vacant since the original PUD was established in 2000. There have been several attempts at developing the parcel, however none have come to fruition, signaling a disconnect in what was planned for versus what the market desires. After 15 years of no development occurring in this area under the Centerplace of Greeley Concept/Preliminary PUD, a more restrictive PUD was approved, further limiting the development potential of the site. Due to the changes in the real estate market due to COVID and online retail, commercial developments are having to adapt. As office and retail demand goes down, residential demand within a mixed-use community is on the rise. People are looking to live in a place where they can have walkable access to commercial and recreational activities. This site's location next to retail and just ¼ mile from Greeley West Park make it an ideal location for multifamily.
 - The MU-H zone district was created specifically to provide a mix of uses that complement one another in a high intensity setting with a multimodal and destination-based focus.
- 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?*
 - Yes, the Centerplace Preliminary PUD was established in 2000. This site has not been developed in that timeframe.
 - Yes, see the points made in criteria a above.
- c. *Are there clerical or technical errors to correct?*





- There are no clerical or technical errors that pertain to this parcel in the Centerplace Preliminary PUD.
- 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?*
 - There are no detrimental environmental conditions present on this site. To the contrary, multifamily development enables a large natural drainage feature with mature trees to be preserved. Commercial development would likely need to demolish this feature to create a viable site.
- 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?*
 - The existing PUD was developed long before the City's latest comprehensive plan, Imagine Greeley. Imagine Greeley outlines many objectives that support the need for more housing options, more employment-based industry and the desire for housing near commercial cores. This rezone will help achieve Imagine Greeley's high intensity intent of the area.
- 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)?*
 - The proposed rezone will produce minimal impact to the immediate neighborhood or City as a whole.
 - The PUD has been mostly developed and the infrastructure is in place for vehicular and pedestrian access.
 - Stormwater is planned to be treated through water quality facilities on site.
 - The attached traffic study concludes that traffic counts are reduced from what could potentially develop on this lot currently.
 - The commercial concept depicted in the Centerplace PUD shows development over the existing drainage way and grove of trees. Watermark intends to incorporate this natural feature as an amenity for its residents.
 - Adequate Public Facilities are accounted for and provided for police, fire, and water. There are several viable options to provide sewer service,





which the applicant is exploring further. The attached reports explain these options in more detail.

Potable water and sanitary sewer service to the proposed development will be provided by Greeley Water and Sewer. An existing 12-inch City of Greeley water main lies immediately adjacent to the subject property underlying Centerplace Drive along the northern property frontage and an existing 8-inch water main lies within an existing water and sanitary sewer easement along the western edge of the property. In addition, two water mains are stubbed into the property along the western edge of the property and are proposed to be extended into the property to serve the proposed development. Existing Greeley sanitary sewer main exists along all four sides of the perimeter of the property. Based upon discussions and analysis by City staff, the sanitary sewer for the site will be diverted to the north adjacent to 38th Avenue and into the collector main in W 24th Street. A portion of flows may be directed into the main in Centerplace Drive and the development team is working with City staff to determine an appropriate solution.

Existing Xcel Energy underground electric service is located along the south side of Centerplace Drive along the northern property frontage and beneath the north-south drive aisle immediately adjacent to the western property boundary. Existing Atmos Energy natural gas main is also located in the same north-south drive aisle along the western property boundary. Telephone and telecommunication services will be provided by CenturyLink and Comcast. All of the necessary dry utilities required to serve the proposed development are within the immediate vicinity of the subject property and are available for connection.

g. Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with applicable zoning overlay requirements?

- There are objectives in Imagine Greeley Comprehensive Plan supporting increased housing supply, density, compact growth, adequate public facilities, useable open space, etc. A more exhaustive list may be found in the first section of this memo. In addition, when there is a large demand for rental housing, and a limited supply of multifamily options, rents tend to increase. The increased supply of rental housing helps to keep housing costs from getting out of control. The provided market study concludes the increase in multifamily supply in the area (as proposed by this rezone) "would assist the 40% to 45% of renter households in Weld County paying more than 30% of income on housing costs."





h. What is the potential impact of the proposed rezoning upon an approved zoning suitability plan for the property?

- No approved zoning suitability plan currently exists

Vehicular and Pedestrian Connectivity

Vehicular access will be provided at the intersection of 38th and Centerplace Drive. In addition, two vehicular access points will be on the shared drive between the proposed development and the retail to the west.

Pedestrian access will be provided at each of the vehicular access points. Additionally, pedestrian access will be provided to the bypass trail along US 34. This will activate the trail and connect it to the new multi-family development's overall campus pedestrian system.



GREELEY, CO
PREPARED BY:



LAND PLANNER / LANDSCAPE ARCHITECT
RIPLEY DESIGN INC.
Sam Coutts
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828

APPLICANT
WATERMARK APARTMENTS
Jessica Tuttle
111 Monument Circle, Suite 1500
Indianapolis, IN 46204
p. 317.853.5459

ENGINEER
MANHARD CONSULTING
Matt Buster
7600 E Orchard Rd. Suite 150-n
Greenwood Village, CO 80111
p. 303.531.3215



NORTH
ORIGINAL SIZE 24X36

ISSUED		
No.	DESCRIPTION	DATE
01	SITE PLAN	03.18.2022

REVISIONS		
No.	DESCRIPTION	DATE

COVER

SEAL:

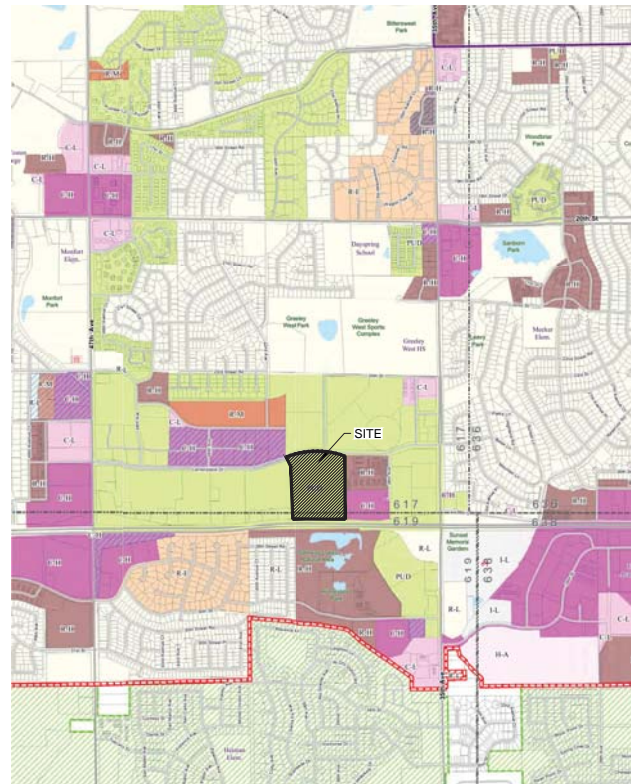


PROJECT No.: R21-031.1
DRAWN BY: JW / AG
REVIEWED BY: SC

DRAWING NUMBER:

VICINITY MAP

SCALE: 1"=1500'



LEGAL DESCRIPTION

TRACT A, CENTERPLACE PHASE 3 MINOR SUBDIVISION, COUNTY OF WELD, STATE OF COLORADO

SAID PARCEL CONTAINS 1,023,102 SQUARE FEET OR 23.4872 ACRES MOR OR LESS.

SHEET INDEX

Sheet List Table	
Sheet Number	Sheet Title
1	Cover
2	Property Boundary
3	Site Analysis
4	Zoning Suitability Map

PURPOSE STATEMENT

THE SUBJECT SITE IS CURRENTLY ZONED PUD AND IS PROPOSED TO BE REZONED TO THE MU-H DISTRICT TO ALLOW DEVELOPMENT TO COMPLIMENT EXISTING ADJACENT USES AND SERVE AS THE RESIDENTIAL CENTER OF AN INTENSE MULTI-MODAL REGIONAL DESTINATION. WHILE THE REZONE IS INTENDED TO OPEN THE PARCEL UP TO DEVELOPMENT OF RESIDENTIAL USES, IT IS NOT INTENDED TO LIMIT THE DEVELOPMENT OF COMMERCIAL USES. ACCORDINGLY, PLANNING AREA 2 IS PLANNED FOR COMMERCIAL USES ONLY IN ORDER TO ASSURE COMMERCIAL DEVELOPMENT.

PHASING NOTES

- OFFSITE IMPROVEMENTS SHALL BE COMPLETED WITH THE RESPECTIVE DEVELOPMENT FOR WHICH THEY SERVE.
- PLANNING AREA 1 IS INTENDED TO BE THE FIRST PHASE OF DEVELOPMENT.

STANDARD REZONE NOTES

- APPROVAL OF SITE CONSTRUCTION PLANS BY THE CITY OF GREELEY SHALL BE REQUIRED (AS APPLICABLE) PRIOR TO ISSUANCE OF BUILDING PERMITS.
- ALL EXISTING AND PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.
- 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).
- ALL ELEVATIONS SHOWN ON THESE PLANS ARE TIED TO NAVD 88 DATUM.

REZONING CERTIFICATION BLOCK

THIS REZONE HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH THE CITY OF GREELEY DEVELOPMENT CODE REGULATIONS.

PRINT OWNER NAME _____

(SIGNATURE OF OWNER(S)) _____ DATE _____

PLANNING COMMISSION APPROVAL

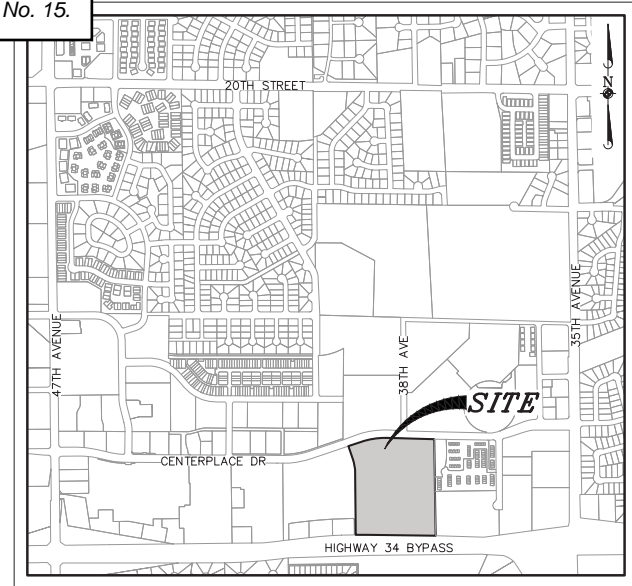
APPROVED BY THE CITY OF GREELEY PLANNING COMMISSION ON ___ DAY OF _____, 20__.

CITY COUNCIL APPROVAL

APPROVED BY THE GREELEY CITY COUNCIL ON THIS ___ DAY OF _____, 20__.

CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE CITY OF GREELEY CONSTRUCTION STANDARDS. THE CITY'S ACCEPTANCE ALLOWS FOR PLAN DISTRIBUTION AND PERMIT APPLICATION. THE CITY'S ACCEPTANCE SHALL NOT RELIEVE THE DESIGN ENGINEER'S RESPONSIBILITY FOR ERRORS, OMISSIONS, OR DESIGN DEFICIENCIES FOR WHICH THE CITY IS HELD HARMLESS.

ACCEPTED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR



VICINITY MAP
(1" = 2000')

LEGAL DESCRIPTION

TRACT A,
CENTERPLACE PHASE 3 MINOR SUBDIVISION,
COUNTY OF WELD,
STATE OF COLORADO
SAID PARCEL CONTAINS 1,023,102 SQUARE FEET OR 23.4872 ACRES MORE OR LESS.

NOTES

- 1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT...
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY...
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD...
4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE...
5. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 06°40'15" EAST, BASED ON NAD83 (2011) COLORADO STATE PLANE NORTH ZONE (501) COORDINATES...

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION. THE FIELD WORK WAS COMPLETED ON: JUNE 14, 2021 DATE OF PLAT OR MAP: MARCH 4, 2021

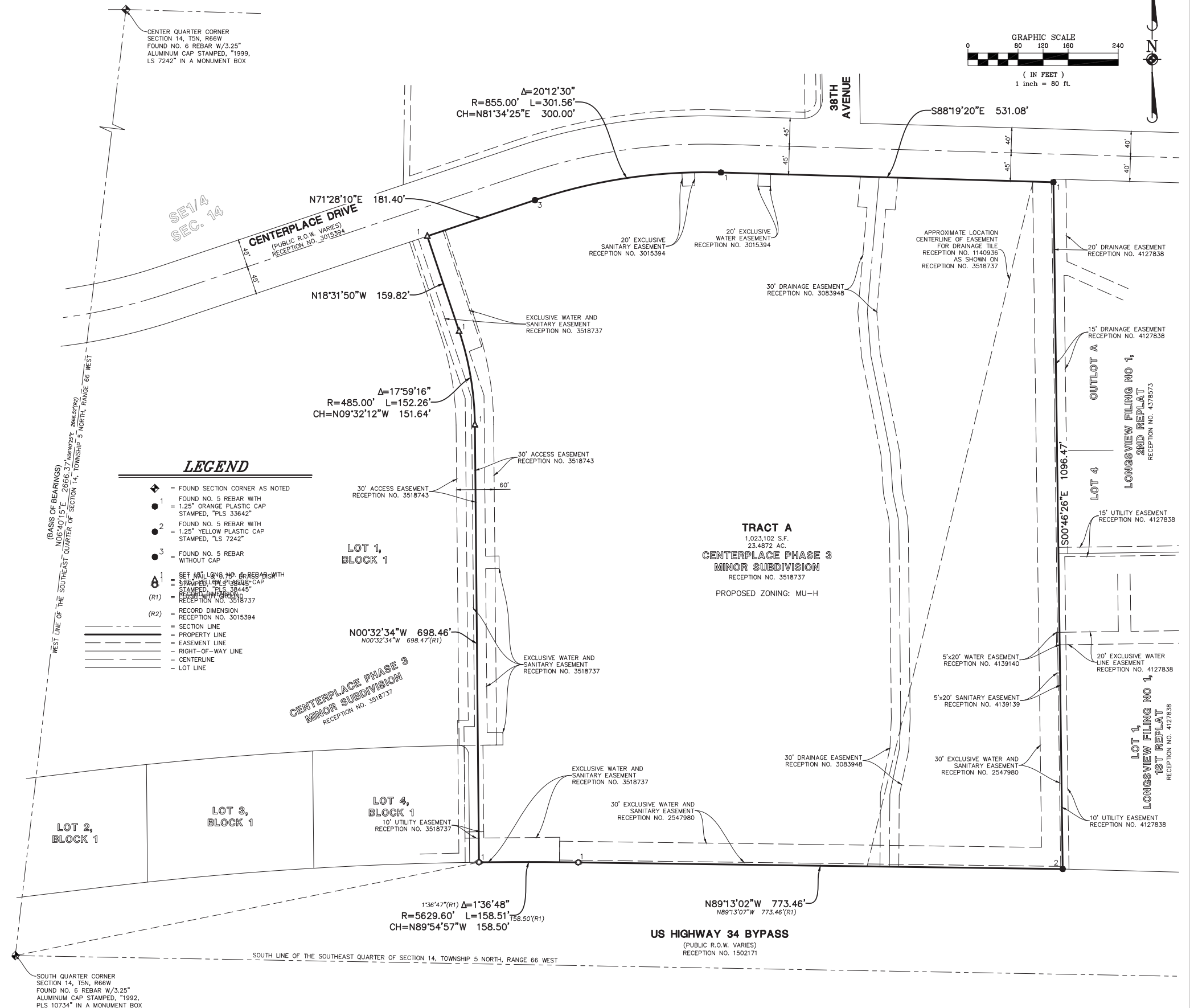
BRIAN J. PFOHL
COLORADO PLS NO. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

FOR REVIEW ONLY

PROPERTY BOUNDARY MAP

TRACT A, CENTERPLACE PHASE 3 MINOR SUBDIVISION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

WATERMARK GREELEY
REZONE
TRACT A, CENTERPLACE PHASE 3 MINOR SUBDIVISION
23.49 Acres
PROJECT NUMBER: ZON2021-0019



Manhard CONSULTING logo and contact information: 7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111. Includes a table for revisions and a date field.

WATERMARK GREELEY REZONE PROPERTY BOUNDARY MAP. Includes project manager (DSB), project assessor (BJP), and drawing by (JLM) information. A '2' in a box indicates 'Page 108' of 'SHEET' WMR.GRC001.00.

GREELEY, CO
PREPARED BY:



LAND PLANNER

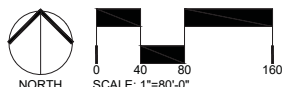
RIPLEY DESIGN INC.
Sam Coutts
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828

OWNER

WATERMARK APARTMENTS
Jessica Tuttle
111 Monument Circle, Suite 1500
Indianapolis, IN 46204
p. 317.853.5459

ENGINEER

MANHARD CONSULTING
Matt Buster
7600 E Orchard Rd. Suite 150-n
Greenwood Village, CO 80111
p. 303.531.3215



ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION	DATE
01	REZONE	03.04.2022

REVISIONS

No.	DESCRIPTION	DATE
-----	-------------	------

ZONING SUITABILITY
MAP

SEAL:

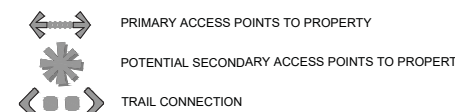


PROJECT No.: R21-031.1
DRAWN BY: JW / AG
REVIEWED BY: SC
DRAWING NUMBER:



LEGEND

ZONING SUMMARY		
EXISTING ZONING:	PROPOSED ZONING:	AREA [AC]
PUD	MU-H	23.487 AC
TOTAL:		100%
USE AREA	ALLOWED USES*	AREA [AC]
PLANNING AREA 1	ALL USES ALLOWED IN THE MU-H DISTRICT	±15 ACRES
PLANNING AREA 2	ALL COMMERCIAL USES ALLOWED IN THE MU-H DISTRICT	±2 ACRES
PLANNING AREA 3	POTENTIAL PARK SPACE	±2 ACRES
PLANNING AREA 4	OPEN SPACE	±4 ACRES



NOTES:
1. THIS ILLUSTRATIVE PLAN IS CONCEPTUAL AND PRELIMINARY IN NATURE.
2. FINAL AREAS SHALL BE DETERMINED AT TIME OF SUBDIVISION AND SITE PLAN APPROVAL.

Council Agenda Summary

May 17, 2022

Key Staff Contact: Kristin Cote, Planner II, 350-9876

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 I-L (Industrial Low Intensity) to R-H (Residential High Density), changing the underlying land use designation for approximately 15.433 acres of property located east of 71st Avenue, north of 8th Street, and northeast of 69th Avenue

Summary:

The applicant requests to rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density) for a proposed multi-family apartment complex use.

The parcel is a vacant parcel resulting from the demolition of the former Hewlett-Packard building. That site has been subdivided with a portion transferred the adjacent school; the balance is the subject of this rezone request. The property has 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.

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

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a quasi-judicial process.

Other Issues and Considerations:

None noted.

Strategic Work Program Item or Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for June 7, 2022.

Attachments:

Ordinance

Vicinity Map

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

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

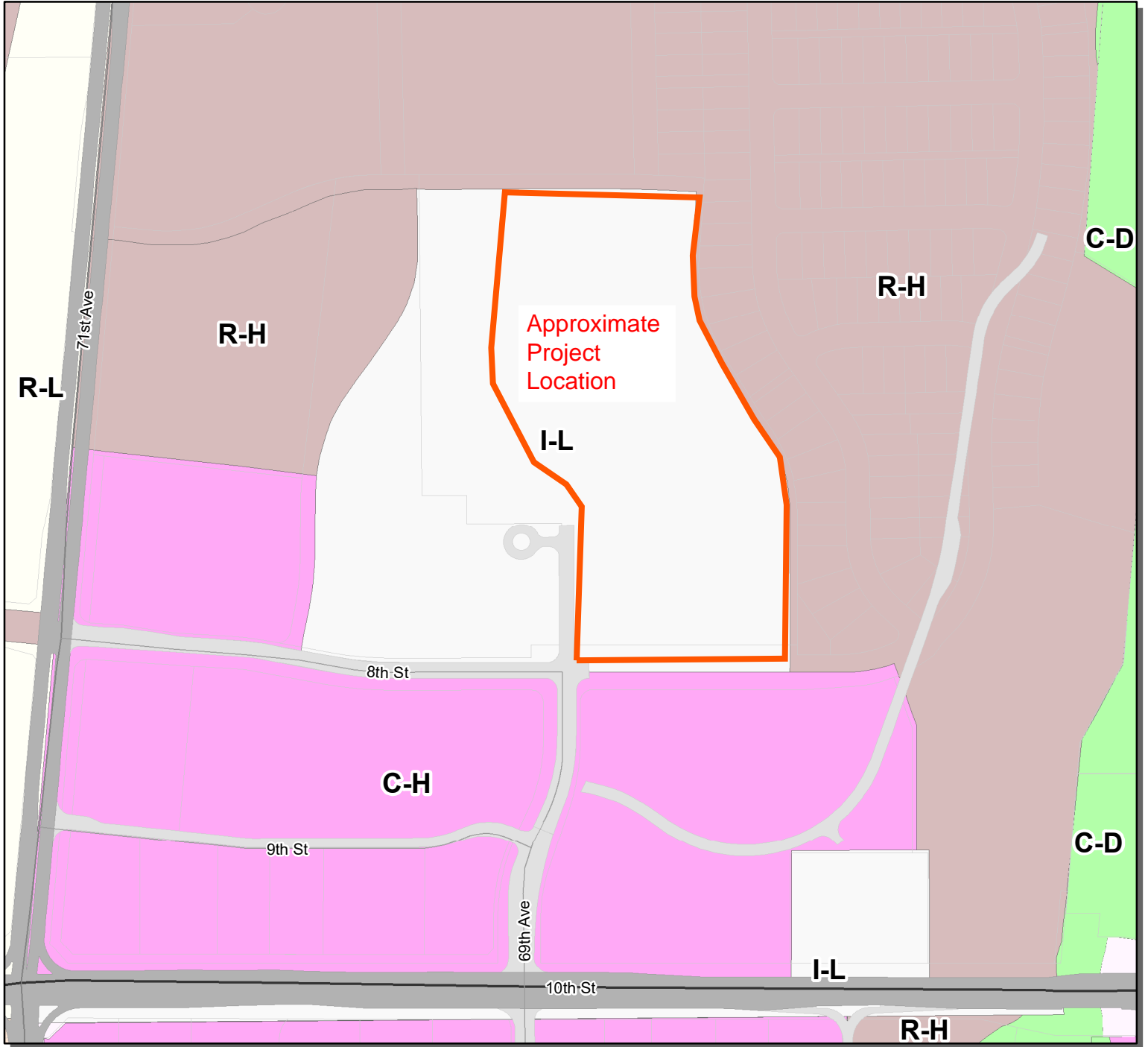
36°56'19" AND BEING SUBTENDED BY A CHORD THAT BEARS S14°23'34"E, 266.11 FEET;

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.

Zoning/Vicinity Map HP Greeley 6th Replat Rezone



ZON2021-0018

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

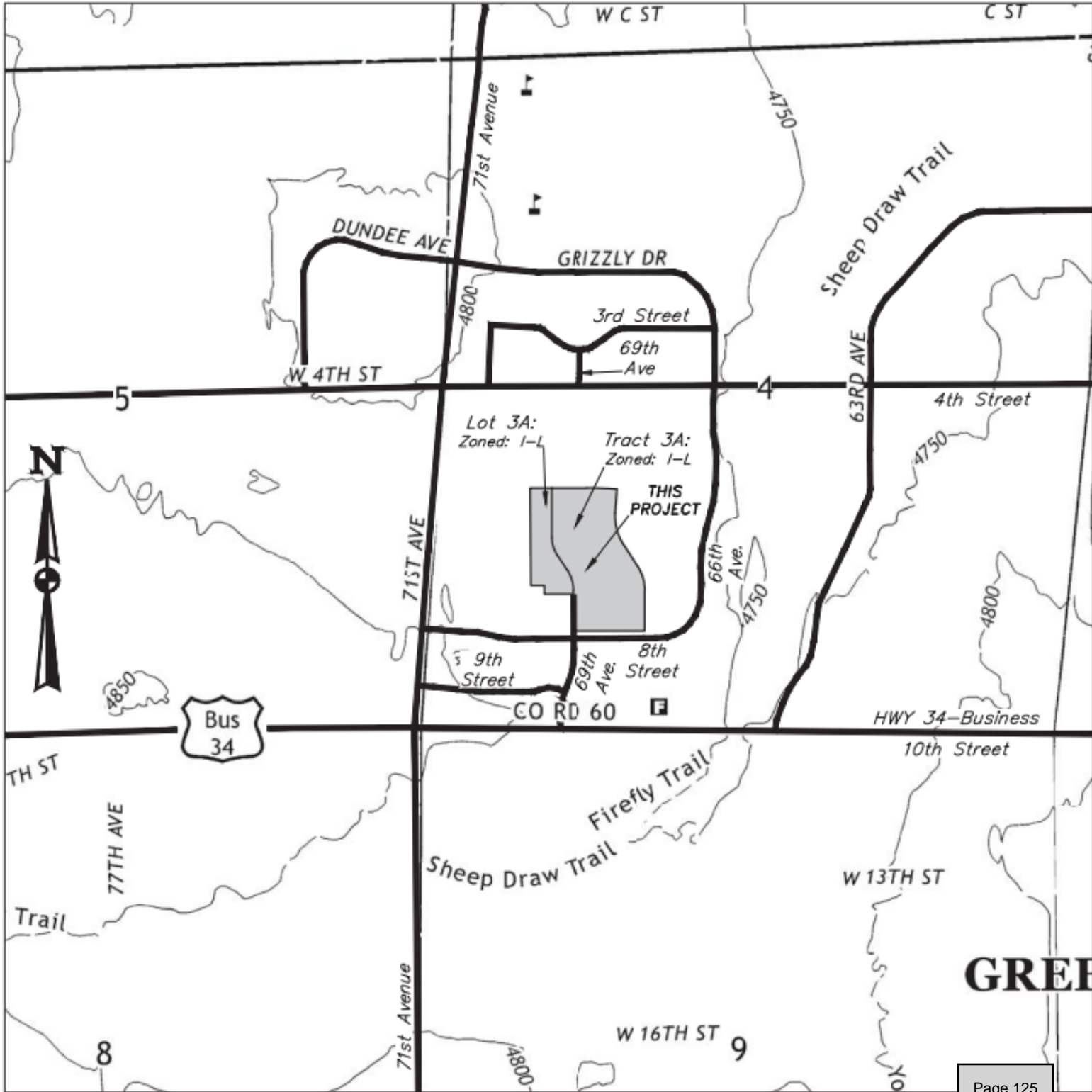
Attachment E – Public Comments

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. 16.



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

TABLE OF CONTENTS

ARCHITECTURE STANDARDS	Page Number
A 1.0 Design Principles	2
A 2.0 Building Entrances	2
A 2.10 Policy	2
A 2.20 Criteria	2
A 3.0 Façade Treatment	3
A 3.10 Variation in Massing	3
A 3.20 Awnings	3
A 4.0 Base Treatments	3
A 5.0 Roof and Top Treatments	4
A 5.10 Purpose	4
A 5.20 Top Treatment	4
A 6.0 Building Materials and Colors	4
A 6.10 Preferred Materials	4
A 6.20 Preferred Colors	4
A 6.30 Prohibited Colors	5
A 6.40 Accent Colors	5
A 7.0 Supplementary Standards	5
A 7.10 In-Line Retail Stores	5
A 7.20 Building Pad Sites	5
A 7.30 Convenience/Gas Stations	5
A 7.40 Standardized Architecture for Commercial Buildings	5
 SITE DEVELOPMENT STANDARDS	
S 1.0 Design Principles	6
S 2.0 Setbacks	6-7
S 3.0 Open Space Requirements	7
S 4.0 Parking Lot Screening	8
S 4.10 Purpose	8
S 4.20 Criteria	8
S 5.0 Landscaping	8
S 5.10 Policy	8
S 5.20 Plant Materials	8
S 6.0 Commercial High Intensity (C-H) Zoning	9
S 6.10 Permitted Uses	9
S 6.20 Design Review Uses	9
S 6.30 Special Review Uses	9-10
S 6.40 Excluded Uses	10
Development Concept Master Plan Exhibit	

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.

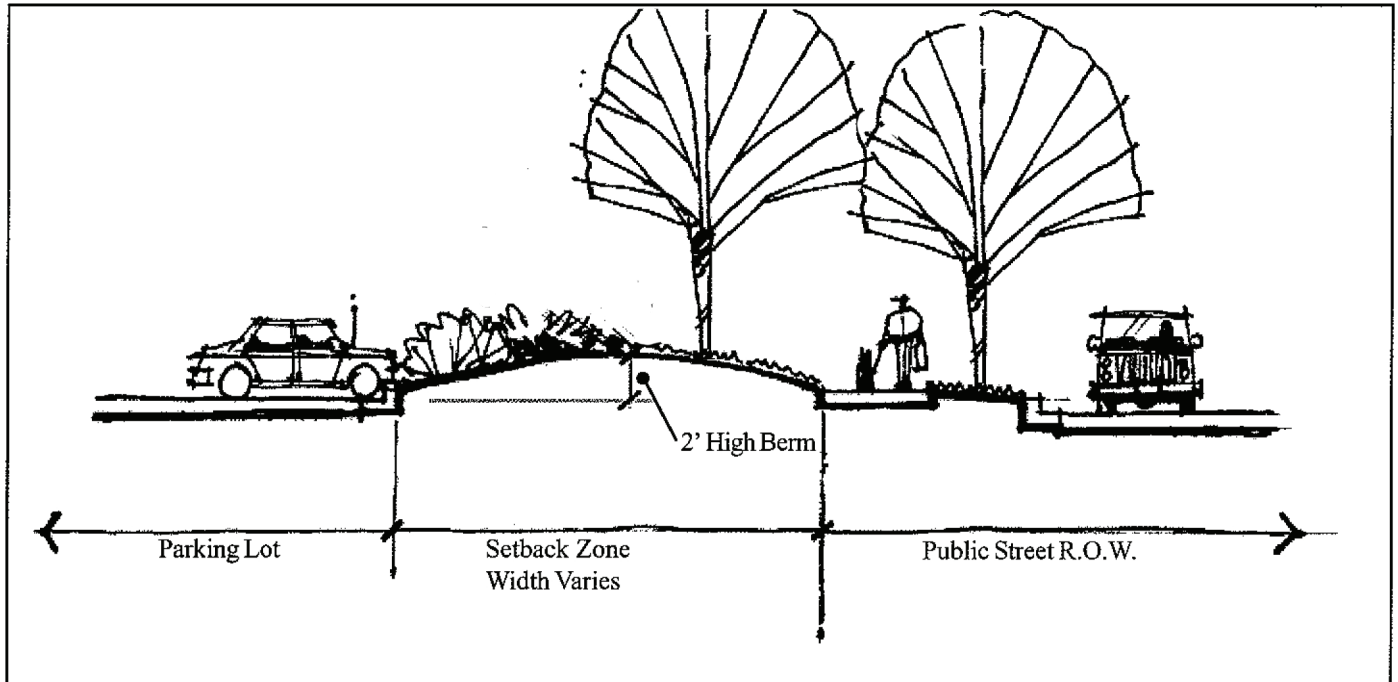


Figure S 2.1 - Landscape Setback Character Sketch

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!!



Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

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

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Brian Bartels

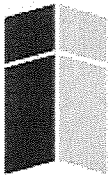
From: Kenneth Dyer [kdyer@cfstrategies.net]
Sent: Monday, April 25, 2022 1:31 PM
To: Brian Bartels
Subject: HP Site

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.

Council Agenda Summary

May 17, 2022

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

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 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, known as the Delantero PUD

Summary:

The applicant, Rick Haering, on behalf of APEX VISTA, LLC, is requesting a rezone for the purpose of developing a mixed-use development consisting of residential, commercial, and industrial uses known as the Delantero PUD. As Preliminary PUD Plans require only a public hearing, that request would be scheduled for June 7, 2022, to be presented alongside this rezone.

The proposed PUD would consist of a mix of residential, commercial, and industrial uses. Parks, open space, and trails are incorporated into the project to allow for pedestrian connectivity throughout the development and to connect to future trail systems. Residential units would include single-family detached, courtyard single-family detached, two family attached, townhomes, and multi-family throughout the development. Approximately 421 acres is intended for residential development. It is anticipated that the number of dwellings could range from 2,418 to 5,841 residential units.

Commercial and industrial areas are planned to be next to major roadways to minimize impacts to lower density residential. Commercial and industrial areas would account for approximately 110 acres of the overall development. A school site is planned to be centrally located within the development. Community amenities would include several parks that would provide recreation opportunities. Parks and open space would account for approximately 140 acres. The remaining acreage would be used for rights-of-way, detention ponds, and existing oil and gas facilities.

The Delantero PUD has provided specific land uses for each planning area alongside specific development standards. A total of eight planning areas are proposed as part of the overall development. Reduced lot sizes, setbacks, and variations in building heights as proposed are supplemented by specific residential development standards to ensure a cohesive environment, as well as trail connectivity and access to parks and open spaces).

The Planning Commission will consider this request on May 10, 2022.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a quasi-judicial process.

Other Issues and Considerations:

None noted.

Strategic Work Program Item or Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for June 7, 2022.

Attachments:

- Ordinance
- Vicinity Map
- Planning Commission Summary (Staff Report - May 10, 2022)

**CITY OF GREELEY, COLORADO
ORDINANCE NO. ____, 2022
CASE NO. ZON2021-0009**

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, 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 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 H-A (Holding Agriculture) to PUD (Planned Unit Development) for approximately 822 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

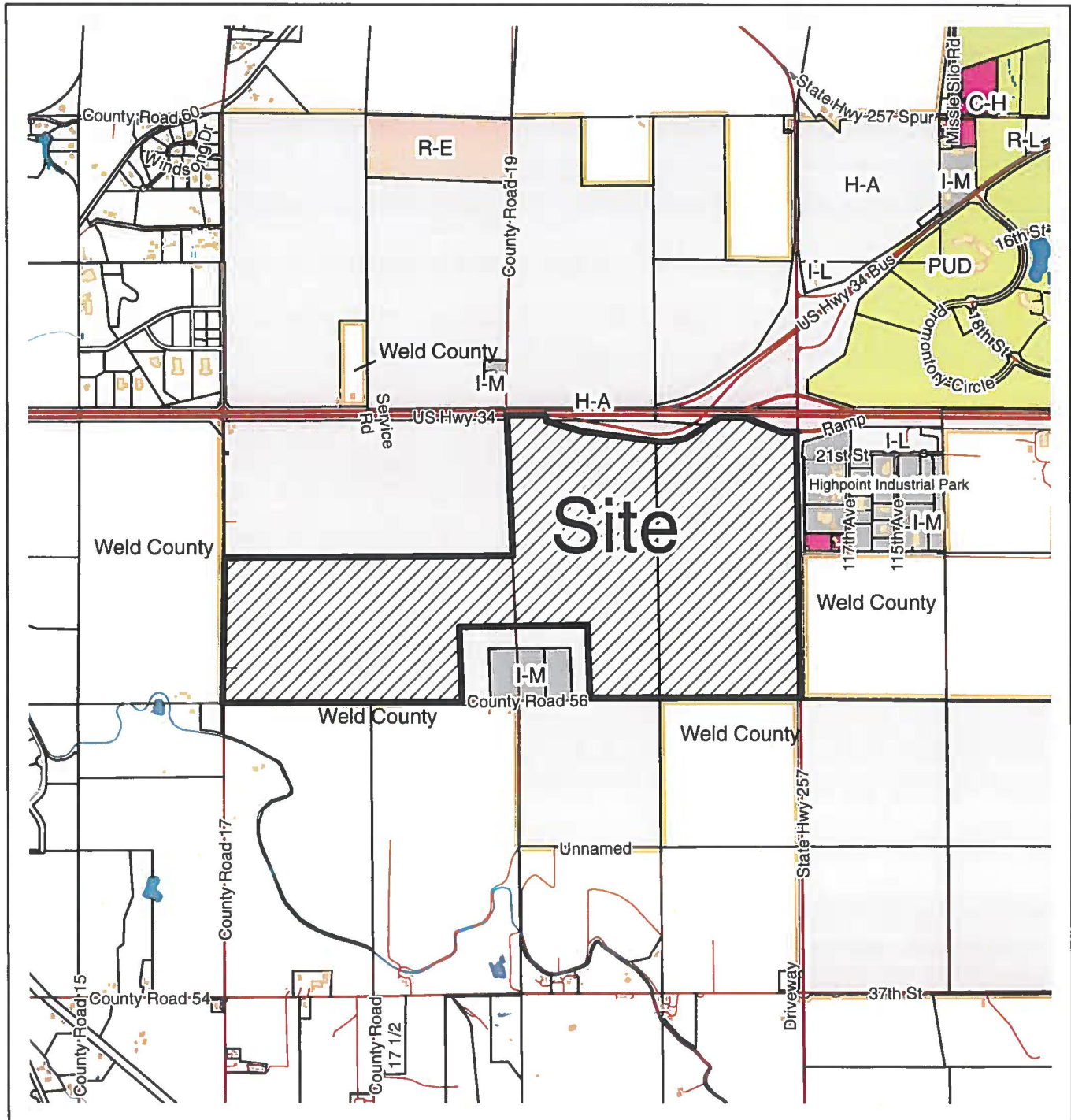
City Clerk

Mayor

Legal Description

The City of Greeley is considering a request from Rick Hearing, LAI Design Group, on behalf of Apex Vista, LLC to rezone approximately 822 acres from H-A (Holding Agriculture) to PUD (Planned Unit Development) and for a Preliminary PUD Plan for property located south of Highway 34, west of State Highway 257, and east of CR 17, known as the Delantero PUD.

Zoning/Vicinity Map Delantero PUD



Legend

- Structure
- FEATURE_SUBTYPE**
- Water Body
- Weld Parcels
- Road Centerline
- Roads

ZON2021-0009
PUD2021-0013



PLANNING COMMISSION SUMMARY

ITEMS: Rezone from H-A (Holding Agriculture) to PUD (Planned Unit Development) and a Preliminary PUD Plan

FILE NUMBER: ZON2021-0009 and PUD2021-0013

PROJECT: Delantero Preliminary PUD

LOCATION: South of U.S. Highway 34, East of CR 17, and West of State Highway 257

APPLICANT: Rick Haering, LAI Design Group, on behalf of APEX VISTA, LLC

CASE PLANNER: Darrell Gesick, Planner III

PLANNING COMMISSION HEARING DATE: May 10, 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 24-583, 24-625(c)(3) and 24-663(b) of the 1998 Development Code.

EXECUTIVE SUMMARY

The City of Greeley is considering a request to a rezone approximately 822 acres from H-A (Holding Agriculture) to PUD (Planned Unit Development) and to establish a Preliminary PUD Plan, known as the Delantero PUD, for property located south of U.S. Highway 34, east of CR 17, and west of State Highway 257 (see Attachments A, B and C).

A. REQUEST

The proposed PUD would consist of a mix of residential, commercial, and industrial uses. Parks, open space, and trails are incorporated into the project to allow for pedestrian connectivity throughout the development and to connect to future trail systems. Overall, the theme that the developer is attempting to meet is to honor the agricultural heritage of Greeley (see Attachment C).

Residential units would include single-family detached, courtyard single-family detached, two-family attached, townhomes, and multi-family throughout the development. Approximately 421 acres is intended for residential development. It is anticipated that the residential units could range from 2,418 residential units to 5,841 residential units on the subject site.

Commercial and industrial areas are planned to be next to major roadways to minimize impacts to lower density residential. Commercial and industrial areas would account for approximately 110 acres of the overall development.

A school site is planned to be centrally located within the development. Community amenities would include several parks that would provide recreation opportunities. Parks and open space would account for approximately 140 acres. The remaining acreage would be used for rights-of-way, detention ponds, and existing oil and gas facilities.

The Delantero PUD has provided a table of land uses for each planning area alongside specific development standards. A total of eight planning areas are proposed as part of the overall development. Development standards can be found on Sheets L5.0, L6.0, and L6.2 of the PUD Document. Reduced lot sizes, setbacks, and variations in building heights as proposed are supplemented by specific residential development standards to ensure a cohesive environment, as well as trail connectivity and access to parks and open spaces (see Attachment D).

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning

North: H-A (Holding Agriculture)

South: I-M (Industrial Medium Intensity), H-A, Weld County A (Agricultural)

East: C-H (Commercial High Intensity), I-M, and Weld County A (Agricultural)

West: Weld County A (Agricultural)

Abutting Land Uses

North: Undeveloped and Oil and Gas

South: Undeveloped, Oil and Gas, City of Greeley Water Storage

East: Undeveloped, Oil and Gas, Various Industrial Users

West: One Single-Family Dwelling and Undeveloped

Site Characteristics:

The site is undeveloped agricultural land. There are several oil and gas wells and tank batteries on the subject site. The subject site is currently used for dryland farming.

D. BACKGROUND

The subject site was annexed and zoned H-A (Holding Agriculture) in 2000, as part of the Goldhill Annexations 1, 2, and 3 (File Nos. A 15:00, 16:00, 17:00 and Z 31:00, Z 32:00, and Z 33:00). The site has remained as an agriculture use, primarily dryland farming, for many decades with some oil and gas drilling operations also occurring on the site.

E. APPROVAL CRITERIA

Standards for Rezoning (ZON2022-0001):

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 1998 Development Code applicable to the rezoning of land:

a. Has the area changed, or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area?

Staff Comment: Since the project was annexed into the City of Greeley in 2000, the subject property has historically been utilized for agricultural uses, primarily dryland farming. In addition, there has been several oil and gas drilling operations that have occurred on the site over time.

The immediate surrounding area and land use approvals have changed significantly in the past few years. Land uses adjacent to this development include the Highpoint Industrial Park to the east, which has been developing with both industrial and commercial uses over the last several years. In addition, properties located in the Town of Windsor to the northwest of the subject site have developed with car dealerships and the expansion of the Aims Community College Campus. The land uses in the nearby Promontory development, as approved, continue to be developed with predominately residential land uses, but also include existing large corporate uses. Recent PUD's such as Lake Bluff, The Cache, the Poudre River Ranch, and the Poudre Heights have been approved to include a mix of residential, commercial, and industrial uses.

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 H-A zoning has been in place since 2000, which is 22 years, without any proposed developed. Development trends appear to show development for Greeley moving west. Other nearby jurisdictions also appear to be developing, or have proposals in for review, for various properties along U.S. Highway 34 going towards I-25. The proposed development would not be inconsistent with the development trends that are occurring along the corridor.

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: There are active and plugged and abandoned oil and gas facilities on the subject site. Those impediments would primarily be taken into account at the time of subdivision and should not impact the rezone request. However, the proposed PUD does take into account setbacks for development around the oil and gas facilities. Staff is unaware of any additional detrimental environmental conditions on the property.

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 Comprehensive Plan designates the subject area primarily as “Employment, Industrial, and Commercial” for the area adjacent to U.S. Highway 34, and “Suburban” for the remainder of the land. This PUD proposes a variety of residential housing options and includes opportunities for commercial, industrial, and mixed-uses to support existing and future residents in the area which are supported by the City’s current Comprehensive Plan. In addition, the proposed PUD is consistent with an IGA (Intergovernmental Agreement) that currently exists between the City of Greeley and The Town of Windsor. The IGA consists of land uses in specific areas, which the Delantero PUD takes into account throughout the PUD design.

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 a greater impact on city services upon development of the site.

There are active and plugged and abandoned oil and gas facilities on the subject site. Those impediments would primarily be taken into account at the time of subdivision and should not impact the rezone request. The proposed PUD does take into account setbacks for development around the oil and gas facilities.

To mitigate visual impacts to the surrounding area, the appropriate buffering and perimeter treatment would be evaluated as part of the subdivision and site plan review process, which would lessen any potential visual impacts. This would also include the appropriate landscaping treatment along U.S. Highway 34 as called out in the 1994 City of Greeley Entryway Master Plan.

Impacts to Police and Fire due to an increased residential population and commercial centers may occur. A new fire station, Fire Station #6, was recently built approximately 1.5 miles to the northeast of the subject site.

Water and sanitary sewer lines would have to be extended from existing development to serve the subject site. Drainage, water, and sewer would be addressed at time of subdivision. For additional comments on water, sewer, and drainage, please see Section G of this report.

As part of the overall development, additional rights-of-way would be dedicated. It is anticipated that these improvements would be funded by the Metropolitan District (if approved) or other resources that would be presented to staff and City Council in the near future. Exact roadway alignments and dedication would be determined at the time of subdivision. For additional comment on transportation, please see Section F of this report.

The PUD proposes to provide parks, open space, and trail systems to support the development and provide public connectivity through safe and well-planned means. All impacts and improvements would be further addressed at the time of subdivision.

Any potential noise created by future development would be regulated by the Municipal Code. The request complies with this criterion.

g. Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with applicable zoning overlay requirements?

Staff Comment: The subject property was reviewed against the policies regarding zoning overlay requirements. This criterion is similar to specific criteria governing the Preliminary PUD. The proposal generally complies with the City's Comprehensive Plan. Policies are outlined as part of the standards for PUD establishment and can be found below in this report. In addition, the proposed PUD is consistent with an IGA (Intergovernmental Agreement) that currently exists between the City of Greeley and The Town of Windsor. The IGA consists of land uses in specific areas, which the Delantero PUD takes into account throughout the PUD design.

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: The proposed Zoning Suitability Plan submitted with this application demonstrates, on a conceptual level, that the site should be able to develop in accordance with the Development Code (see Attachment F).

This request complies with the criterion.

Standards for PUD establishment (PUD2019-0007):

Per Section 24-663 of the 1998 Development Code, in reaching recommendations and decisions as to rezoning land to the PUD district, the Planning Commission and the City Council shall apply the following standards in addition to the standards and procedures of Section 24-625 applicable to the rezoning of land:

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. The area of the proposed PUD is approximately 822 acres.

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:
 - ED-1: Promote a healthy, progressive, and competitive local economy.
 - The proposal provides future employment and tax base opportunities while proposing commercial development to benefit residents of West Greeley.
 - EH-2: Integrate healthy living into community planning and development.
 - The proposal provides several parks and a community separator. The project's trail system would also connect to adjacent future development that would provide additional trail and open space systems. The trail network will also provide for pedestrian walkability to commercial areas, encouraging an active lifestyle.
 - EH-4: Support and collaborate with the City's school districts.
 - The applicant has worked with the Weld RE-5J School District to ensure their future school site(s) would be met. The applicant has shown a future school site on the PUD plans. Land dedication would occur at the time of subdivision.
 - GC-1: Manage growth effectively.
 - The proposed PUD has taken into account road alignments for future developments. The PUD was also reviewed against the neighboring existing development to ensure effective growth for future expansion of utilities.
 - CG-2: Promote a balanced mix and distribution of land uses.
 - The proposed PUD offers a mix of residential, commercial, industrial and mixed-uses with suitable transition between these areas. Commercial and industrial development would also provide for employment opportunities.
 - CG06: Maintain and enhance the character and inter-connectivity of Greeley's neighborhoods.
 - The Delantero PUD is envisioned as a complete neighborhood, offering a mix of uses and multi-modal connectivity while incorporating a high level of design criteria with a theme to honor the agricultural heritage of Greeley. The PUD was also designed to be cohesive with future development through land use, trail, and roadway alignments.
 - HO-2: Encourage a broad diversity of housing options.
 - The PUD would provide a variety of housing types including multi-family, single family detached, and single family attached.
 - PR-1: Develop and maintain an inter-connected system of parks, trails, and recreational facilities.
 - The Delantero PUD has planned several parks and trail systems that not only are planned to connect within the Development, but to also connect to future trail connections in the area.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The property is not part of a formal subdivision at this time. A subdivision is not required as part of the rezoning process. After the PUD process, it is anticipated that the applicant would submit preliminary and final subdivisions to create the lots that the applicant proposes to develop.

2. HAZARDS

There are a number of active and plugged and abandoned well sites within the proposed development that would require additional building setbacks. Those impediments would primarily be taken into account at the time of subdivision and should not impact the rezone request. The proposed PUD plan does take into account setbacks for development around the oil and gas facilities. In addition, there are overhead powerlines adjacent to and on the subject site. Staff is unaware of any other hazards on the property.

3. WILDLIFE

A small portion of the southeast corner of the property is located within the area identified for moderate impacts to wildlife. In accordance with Section 24-1217(b) of the City's Development Code, a biologist's report will be required to be submitted at the time of subdivision for any development that may occur near the impacted area.

4. FLOODPLAIN

The intended development area is not located within the 100-year floodplain, according to the adopted Federal Emergency Management Administration (FEMA) flood data.

5. DRAINAGE AND EROSION

Increases in stormwater flows from this development would be addressed with four on-site detention ponds, which would be designed to limit runoff to the required historical flows and provide the required water quality.

Erosion control devices would be designed by the developer and reviewed by the City at time of construction to ensure that best management practices are utilized as the project progress.

6. TRANSPORTATION

The subject property is adjacent to U.S. Highway 34, Weld County Road 17, State Highway 257, and Weld County Road 56.

No direct access to the property is proposed or would be allowed to/from U.S. Highway 34. Access along Weld County Road 17 would be proposed at the northwest corner of the site. This access would be shared with the property to the north. Property owners to the north have indicated that they are agreeable to this common access.

Along State Highway 257, the primary site access would be proposed in alignment with West 24th Street. There would be a secondary access to the south along State Highway

257, and a future potential access to the north of the primary access. This future potential access is subject to approval by the Colorado Department of Transportation and the City of Greeley and will be evaluated at the time of site subdivision.

There are four secondary site accesses that are proposed along Weld County Road 56 with this submittal.

In addition, there would be an east-west spine road, along with several additional interior roads, that would serve the site and provide connectivity between the proposed planning areas.

All roadway improvements would be determined at time of development and would be routed to the appropriate agencies for review and comment.

Further subdivision of the property would require the dedication of public rights-of-way as necessary to support the development. Roadway upgrades, extensions, and realignments are also anticipated as part of the future development of the site.

Engineering Development Review, along with the Transportation Planner for the City of Greeley, reviewed the Traffic Study as part of the land use process. The City of Windsor, Colorado Department of Transportation, and Weld County also reviewed the proposal as referral agencies in the process. At this time, staff has no significant concerns. Further traffic analysis will occur at time of subdivision.

G. SERVICES

1. WATER

The City of Greeley would provide water services to the area. Potable water lines would connect to existing water mains which run along the north and east property boundaries, as well as connecting to an existing potable water main which runs north-south from the existing Gold Hill Elevated Water Tank. Non-potable water for irrigation needs would be utilized within the site. A future irrigation pond and pump station would be designed and constructed by the applicant to serve the property. Water provisions, including non-potable, within the development would be reviewed at time of subdivision.

2. SANITATION

The City of Greeley would provide sanitary services to the area. Sanitary Sewer connections would be made to an existing 15" main near the east side of the property and to a future sewer line and regional lift station which would be south of the property. The future sewer main and regional lift station are part of the City of Greeley Sanitary Sewer Master Plan. In addition, an onsite lift station on the north side of the property would be designed and constructed to pump flows to the existing main and onto the Sheep Draw trunk line.

Sanitary Sewer and any applicable agreements in relation to the IGA with the Town of Windsor would be reviewed at time of subdivision.

3. EMERGENCY SERVICES

The property is served by the City of Greeley's Police and Fire Departments. Fire Station #6 is located at the intersection of U.S. Highway 34 Bypass and Promontory Parkway, approximately 1.5 miles to the northeast of the subject site.

4. PARKS AND OPEN SPACES

The proposal includes seven potential parks and a community separator on the western portion of the development. Also proposed are various trails throughout the development. The sizes of the parks would be determined at the subdivision level.

5. SCHOOLS

The subject property is located within the Weld RE-5J School District. A school site is not required to be dedicated with this project; however, the applicant has been in discussion with the RE-5J school district about land dedication for a future school.

6. METROPOLITAN DISTRICT

The applicant intends to finance many of the on- and off-site improvements for the development by means of a Metropolitan District or other financial resources. This district is still under review and is anticipated to go before City Council in the near future (MD2021-0001).

H. NEIGHBORHOOD IMPACTS

1. VISUAL

No visual impacts are anticipated with this rezone request. Any development plan application for the property would be reviewed for compliance with the City's Development Code requirements regarding visual impacts. Visual impacts will be reviewed for at the time of subdivision against landscape and buffer requirements set forth in Code.

2. NOISE

No noise impacts are anticipated with the rezone request. Any potential noise created by future development would be regulated by the Municipal Code. Any potential noise created by future development will be regulated by the Municipal Code.

I. PUBLIC NOTICE AND COMMENT

Neighborhood notices for this meeting were mailed to surrounding property owners on April 15, 2022, per 1998 Development Code requirements. Signs were also posted on the site on April 15, 2022. As of May 5, 2022, no comments have been received from surrounding property owners.

J. MINERIAL ESTATE OWNER NOTIFICATION

Required mineral rights notifications were mailed on April 11, 2022, by the applicant. Comments have been received from the owner of the minerals (see Attachment G). The owner of the minerals has concerns that a surface agreement has not been agreed upon with the applicant.

K. PLANNING COMMISSION RECOMMENDED MOTIONS

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from H-A (Holding Agriculture) to Planned Unit Development (PUD) is in compliance with the 1998 Development Code, Section 24-625(c)(3) a, b, d, e, f, g and h, and therefore, recommends approval (*or denial*) with the following condition:

The approval is contingent upon compliance with Colorado Revised Statutes, Section 30-28-133(10) (Attachment G).

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed The Delantero Preliminary PUD Plan is in compliance with the 1998 Development Code, Section 24-625(c)(3) a, b, d, e, f, g, and h, and Section 24-663(b) and, therefore, recommends approval (*or denial*) with the following condition:

The approval is contingent upon compliance with Colorado Revised Statutes, Section 30-28-133(10) (Attachment G).

ATTACHMENTS

- Attachment A – Zoning/Vicinity Map
- Attachment B – Photo Aerial Map
- Attachment C – Project Narrative
- Attachment D – PUD Document
- Attachment E – Intergovernmental Agreement with Windsor
- Attachment F – Notification Boundary
- Attachment G – Opposition Letter

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

May 17, 2022

Agenda Item Number

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

Title:

Overview of City Revenues and Long-Term Financial Planning Effort

Summary:

Since the start of the Food Sales Tax Renewal effort in 2019 – and then with the Keep Greeley Moving Tax Renewal effort in 2021 – presentations to both City Council and the Citizen Budget Advisory Committee have included a reference to a 'bucketization' effort. The 'bucketization' effort - which is being led by the Finance Department - is a detailed analysis of the funding needs for the future to ensure the City has the funding available to support City Council priorities identified. As the City continues to grow, and with the adoption of new set of City Council priorities, it is prudent for the City to examine the needs in conjunction with the revenues currently available. The May 17 presentation is a continuation of the 'bucketization' discussions during these previous tax renewal discussions. The 'bucketization' would involve a deep dive into the "bucketizing" of City revenues and ensuring those revenues are strategically aligned to the priorities of the City to support the long-term growth goals of the City. As previously indicated, the timeline of the completion of this effort is aligned for decision making in time for impact the ballot for the renewal of the Food Tax which is set to expire in December 2025.

The presentation will provide (a) a high-level overview of the City's main revenue streams today and how those revenues are used; (b) trends and needs that have been raised by Council and Greeley citizens, including open space; and (c) the recommendation that staff continue with the 'bucketization' effort in order to take a holistic view of the major priorities in coming years when considering adjustment to revenue streams. Based on the challenges in the past year, this 'bucketization' effort will start by Quarter Four of 2022 with a presentation of findings to the City Council anticipated by Quarter 2 of 2023.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Est. ~\$50,000
What is the annual impact?	N/A
What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	Finance Dept / CMO Budgeted Funds

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

Legal Issues:

The City Attorney’s office has reviewed the agenda summary and recommended action.

Other Issues and Considerations:

A presentation on polling strategies and options will be presented to the City Council during the May 24 Work Session. That presentation will provide options on how polling can be used to support and supplement the City’s long-term financial planning efforts as directed by the City Council. Alex Dunn from Strategies 360 – the polling firm that has supported the City’s past two tax renewal efforts – will participate in the presentation to provide information and address questions.

Applicable Council Priority and Goal:

Decision Options:

Provide direction of the ongoing timeline and efforts associated with the ‘bucketization’ efforts

Council’s Recommended Action:

A motion providing direction to support the long-term financial needs and funding strategy effort (‘bucketization’) with findings to be presented to Council in Q1 2023 or adjust as directed.

Attachments:

Council Presentation

City Revenues Overview and Long-Term Financial Planning Effort

City Council
May 17, 2022

Background

As Greeley grows and welcomes new leadership, there's value in reviewing and refining funding strategies to ensure community needs and priorities are met.

Presentation Agenda:

- Primary Revenue Sources
 - Taxes
 - Enterprise Revenues
 - Fees & Charges
 - Intergovernmental Revenues
- Discuss Needed Analysis & Long-Term Financial Planning Effort
- Emerging Issues
- Next Steps



Revenue Review - Primary Sources

1. Taxes

- Sales Tax
- Property Tax
- Use Tax
- Food Tax

2. Enterprise Revenue

- Utility Rates
- Plant Investment Fees

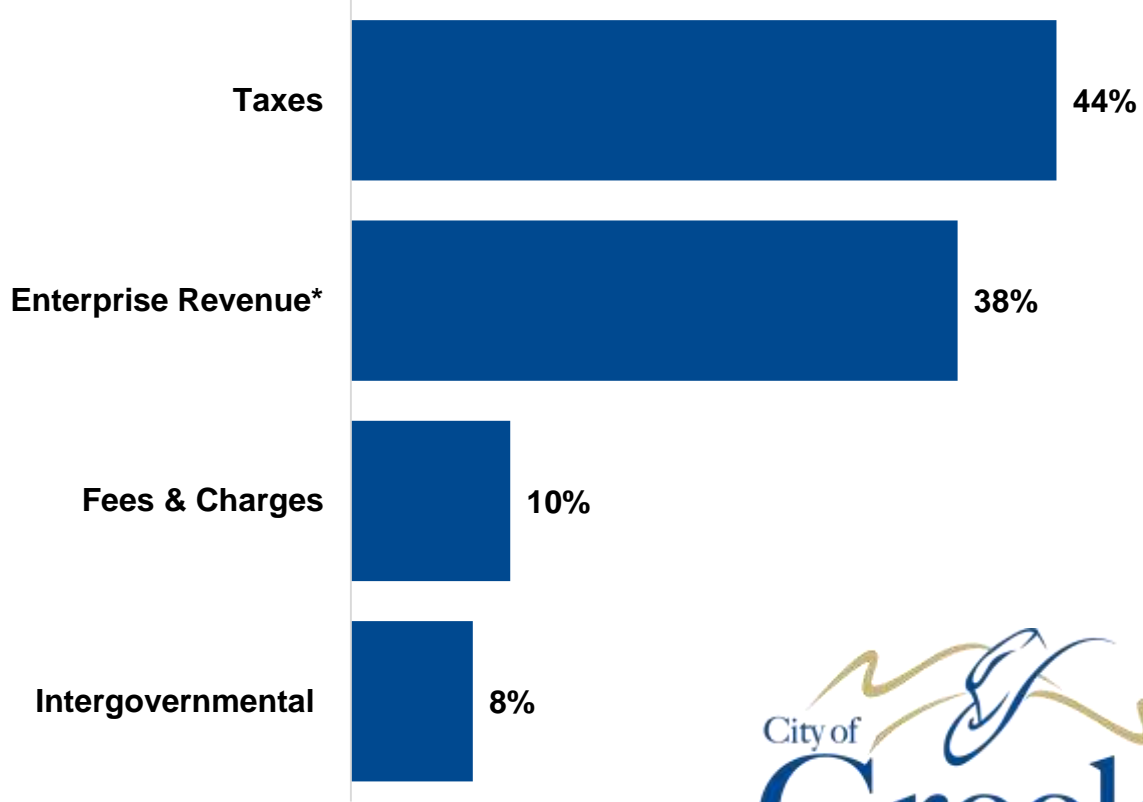
3. Fees & Charges

- Development Fees
- Franchise Fees
- User Fees

4. Intergovernmental Revenue

- Grants
- State Tax Proceeds
- Lottery Funds

2022 Budgeted Revenues by Source



Revenue Break-Out

	Taxes	Enterprise Revenue	Fees & Charges	Intergovernmental
Operating	<ul style="list-style-type: none"> - General Sales & Use - Public Safety - Property Tax 	<ul style="list-style-type: none"> - Utility Rates - Royalties - Cemetery Fees - Green Fees - Grants 	<ul style="list-style-type: none"> - Franchise Fees - Court Fines - Building Permits - Royalties - Facilities Rentals - Facility User Fees 	<ul style="list-style-type: none"> - Federal Transit Authority - Severance Taxes - Federal Mineral Lease - Cigarette Taxes - Grants - State Pass Through - IGA's
Capital	<ul style="list-style-type: none"> - General Sales & Use - Public Safety - Food Tax - Keep Greeley Moving - Quality of Life 	<ul style="list-style-type: none"> - Utility Rates - Plant Investment Fees - Raw Water Sales - Grants 	<ul style="list-style-type: none"> - Development Fees - Facility User Fees 	<ul style="list-style-type: none"> - Grants - State Pass Through - IGA's

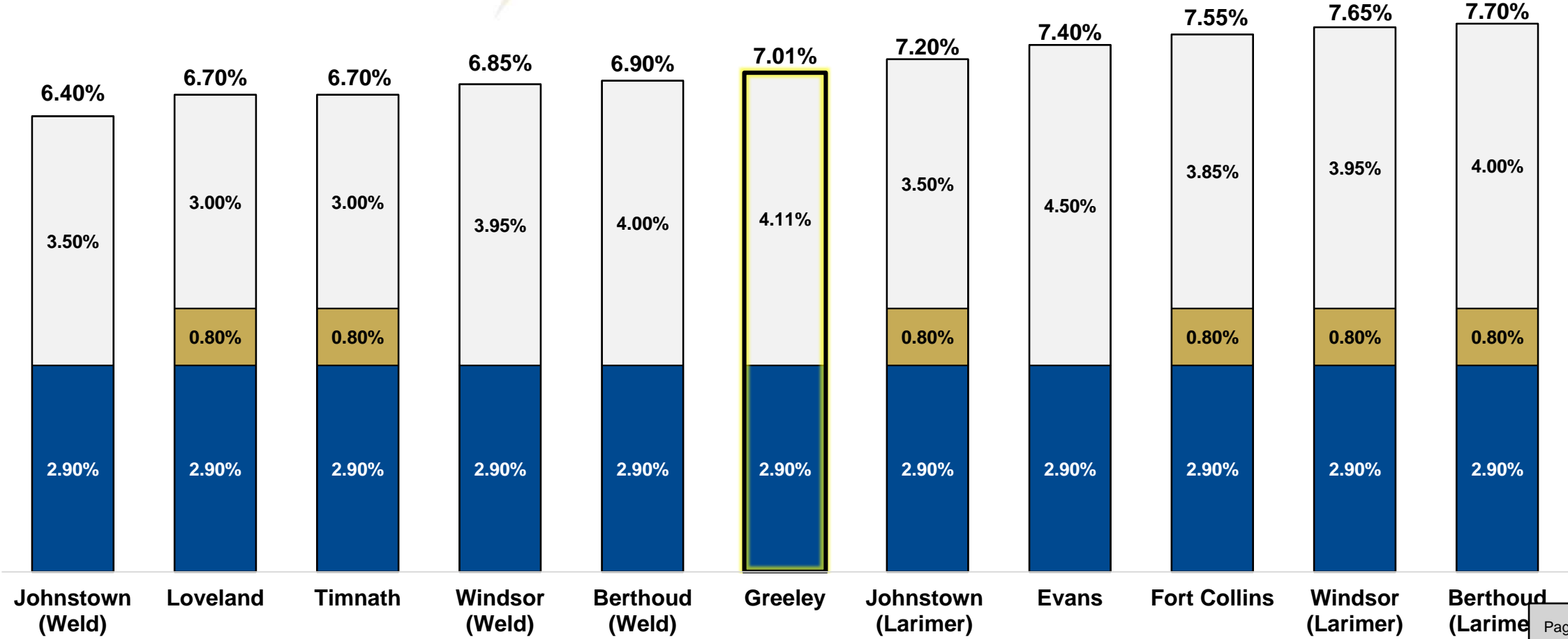
Closer Look: Sales Tax

- Sales tax is the main funding source for non-enterprise activities
- General Purchases: 4.11%
- Food Purchases: 3.46% (KGM not included)

	%	Purpose	Example of Use	Expiration
General Sales Tax	3.0	Government Operations	- Employee Salaries & Benefits - Utility Payments - Fuel	No Sunset
Food Tax	3.0	Capital Maintenance	- Traffic Signal Replacement - Public parking lot maintenance - Linn Grove irrigation replacement	2026
Public Safety	.16	Public Safety Building	- Debt Service/New Stations - Equipment Replacements - Public Safety Salaries	2044
Quality of Life	.30	Parks, Public Facilities	- Highway 34 Interchanges - Centennial Park Improvements - East Greeley Natural Area	2042
Keep Greeley Moving	.65	Road infrastructure	- Overlay & Striping Program - Concrete Repair Program - Asphalt Patching Program	2029

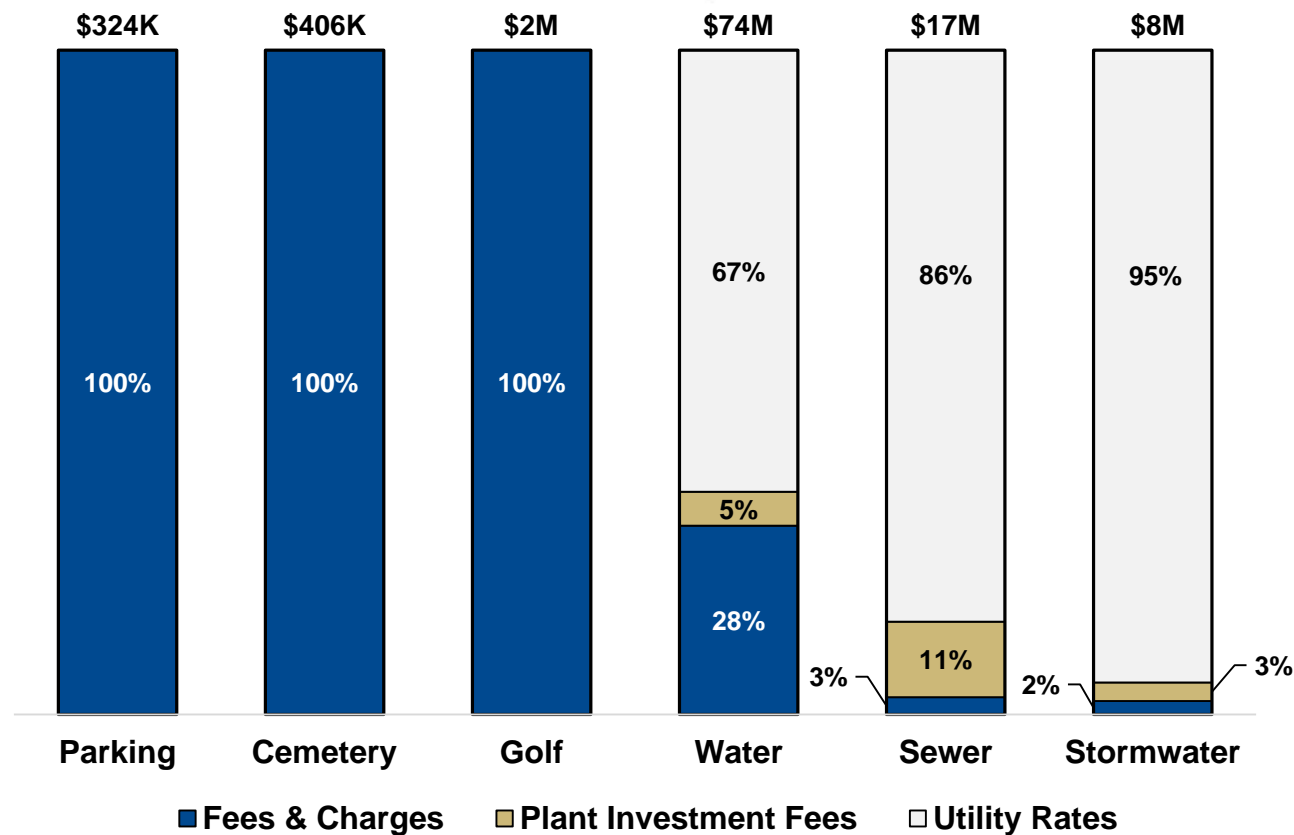
Greeley Sales Tax Remains Competitive

■ State Rate ■ County Rate □ City Rate



Closer Look: Enterprise Fund Revenues









Enterprise Fund Revenue by Source



Closer Look: Development Fees

- For new or expanded public facilities, *not* maintenance of existing facilities
- Fee should reflect the needs created by new development
- Fees are adjusted in two manners:
 - Impact Fee Study per State Statute
 - Fees are adjusted annually using an economic adjustment factor calculation
- Last fee study adopted 2015, updated study completed in 2020; not adopted by Council.

2022 Fees – Single Family Home

 Police \$152	 Trails \$492	 Water \$11,200
 Fire \$683	 Storm \$444	 Sewer \$6,800
 Parks \$3,545	 Transportation \$4,749	

Total paid at time of building permit: \$28,065

Project Examples:

- 35th Avenue Widening
- Broadview Acres Trail
- New Emergency Vehicles
- Fire Station 8 (Future)
- O Street Widening (Future)
- Poudre Trail East (Future)

City Revenue Analysis and Needs Assessment Effort

Goals

- Support informed and strategic decision-making around revenue planning and capital improvements.
- Ensure revenue streams and funding allocation is looked at holistic across the entire City portfolio of priorities and needs in the future.

Critical Work Items:

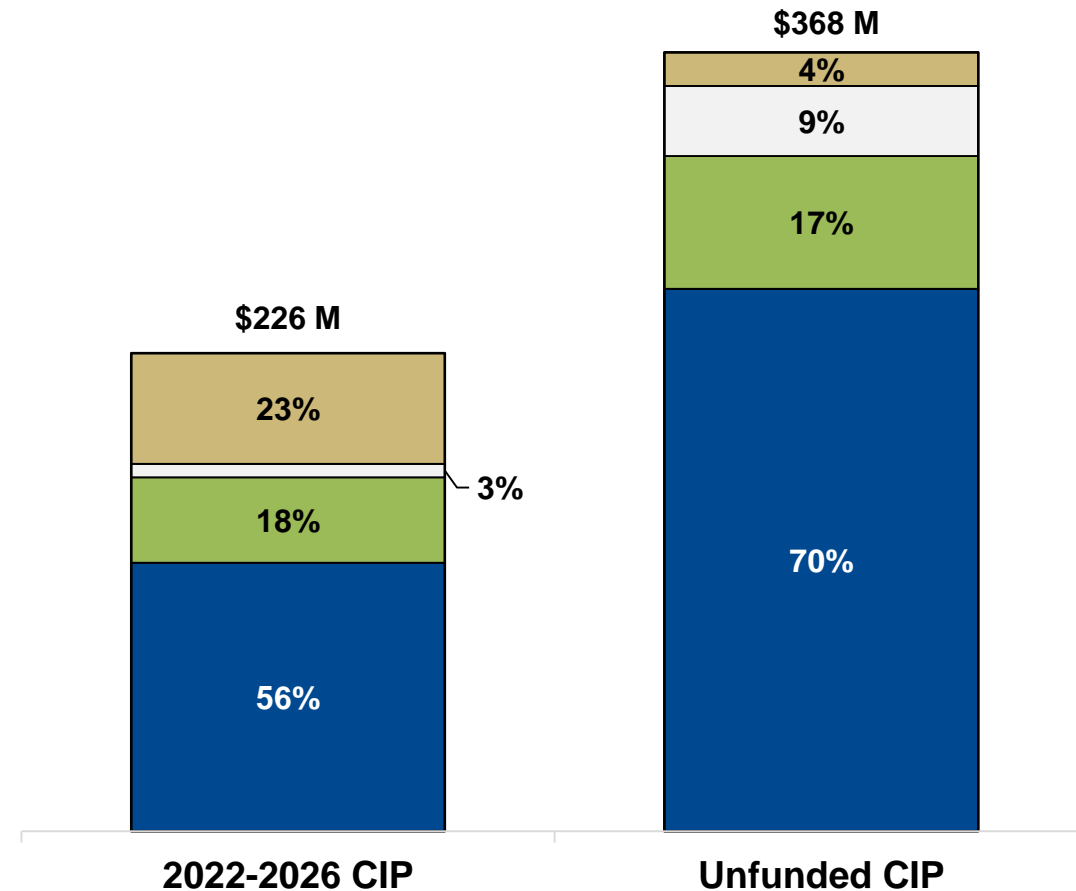
- Review all funding streams and clarify needs/priorities to align with growth
- Conduct revenues analysis and modeling
- Enhance the operational and capital needs analysis and prioritization
- Develop strategic funding plan that considers all City priorities;
- Providing additional clarity on how best to align future revenue streams with City objectives.

Funded vs. Unfunded CIP Needs

- **Substantial unfunded/future needs list +\$300 M**
- **Accurate CIP depends on up-to-date strategic & master planning**
- **Unfunded project examples:**
 - Roads**
11th Ave/Hwy 34 Right Turn Improvements
37th Street Improvements
 - CPRD**
Neighborhood Parks
Irrigation System Replacements
UCCC A/V Replacements
 - Public Safety**
Fire Equipment and Apparatus Replacement
Fire Station #4 Replacement
 - Facilities**
A Street Improvements

Non-Enterprise Capital Projects

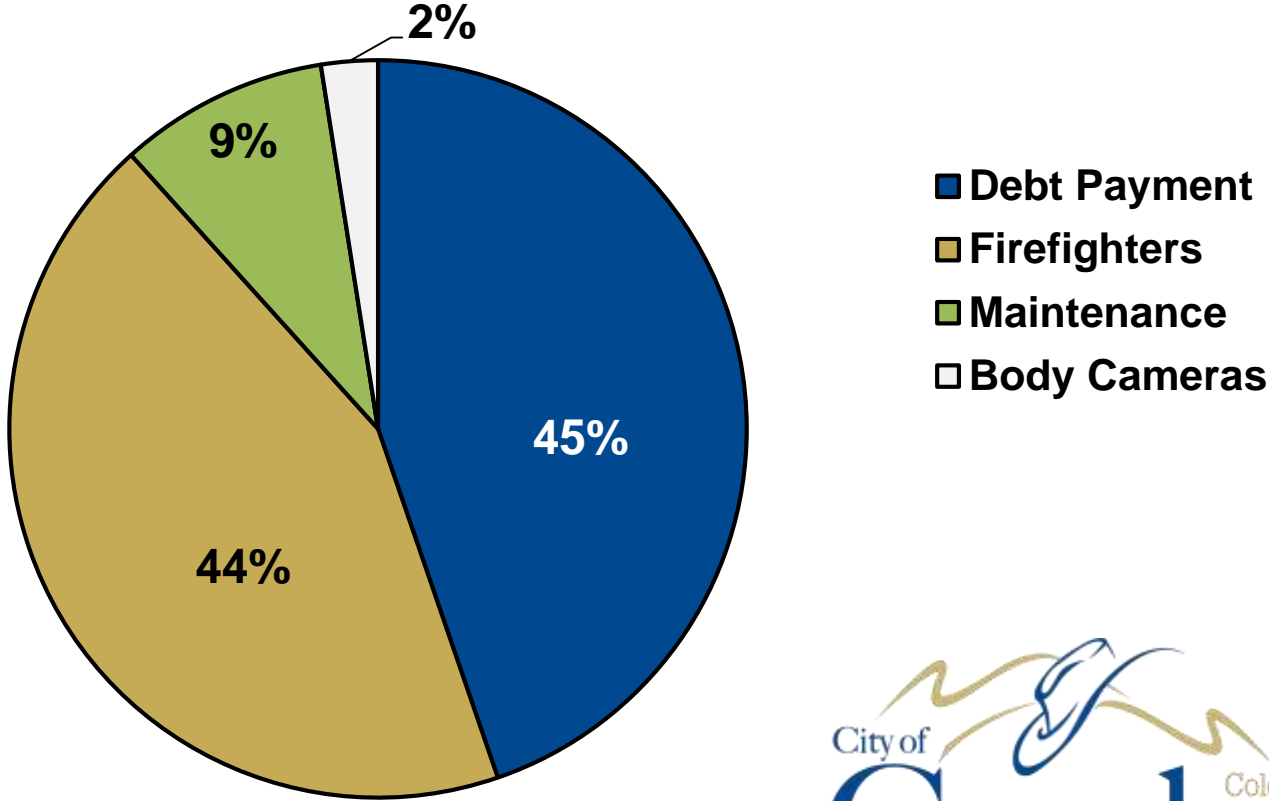
■ Roads ■ CPRD □ Public Safety ■ Facilities



Public Safety Tax Use and Sunset Provision

- Originally approved in 2004 to fund the 10th Street Police Station
- Voters re-authorized the tax effective 2019 with a 20-year sunset provision
- The focus is now on the fire department, hiring firefighters and building and replacing stations

2022 Public Safety Revenue Break-Out



Development Fee Update


A 2020 consultant study updated the calculations for the impact of new development, resulting in a new recommended fee structure. Council did not adopt the new study due to concerns over housing costs.

Comparing Fee Methodologies based on 2021-2022 Residential Development Activity

	Current Fees	2020 Study (Supportable)	Difference
Police	\$ 235,994	\$ 420,270	\$ 184,276
Fire	\$ 1,043,773	\$ 1,131,884	\$ 88,111
Parks & Trails	\$ 6,172,867	\$ 9,661,256	\$ 3,488,389
Transportation	\$ 6,565,185	\$ 11,119,778	\$ 4,554,593
Total:	\$ 14,017,819	\$ 22,333,188	\$ 8,315,369

Dataset:
 1,424 Multifamily Units
 462 Single Family Homes

What the difference gets us:



+1.14
Arterial Miles
(two lanes)



+3
Playgrounds



+2.8
Patrol Vehicles



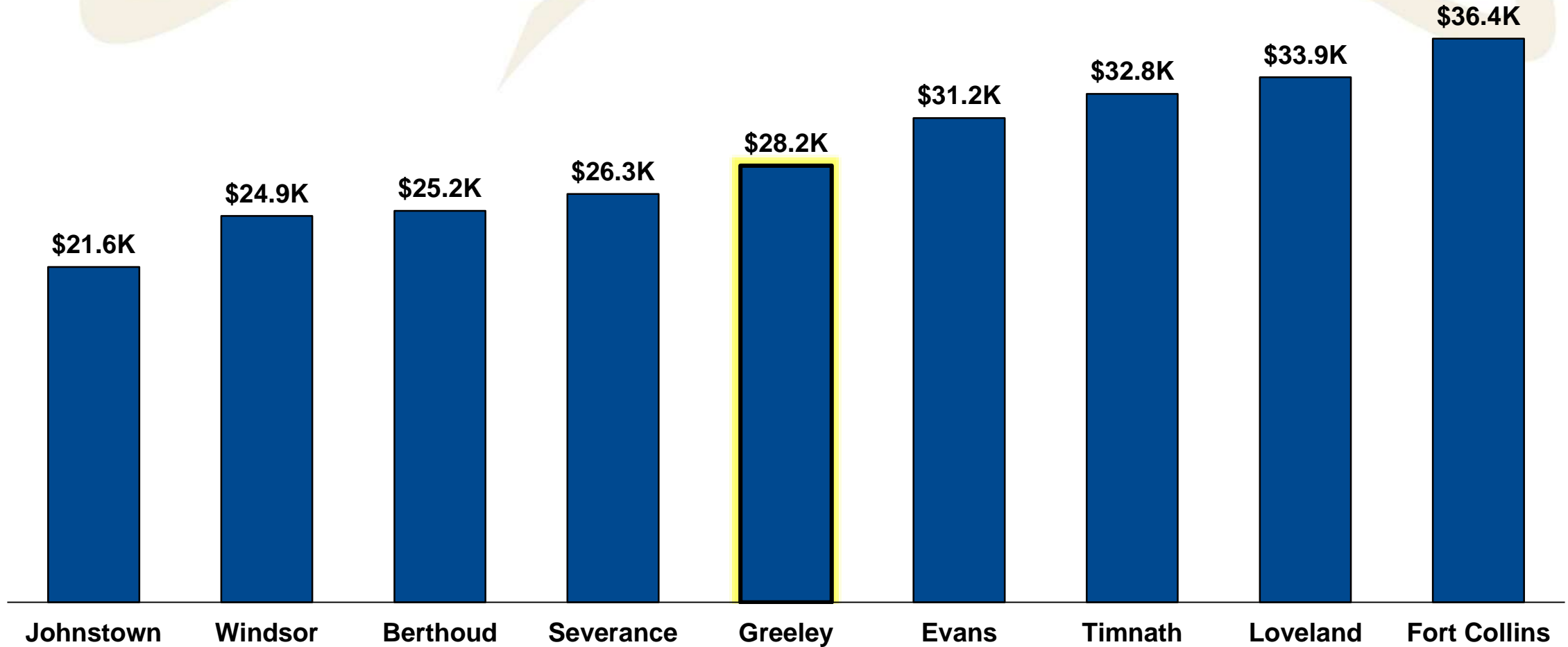
+2
Trail Miles



+220
SqFt Fire Station



Total Development Fee Comparison



Source: Raftelis Impact Fee Study, Fall 2020

Open Space Consideration

Preservation of open space and natural areas has been part of Greeley's vision for decades, referenced in several key strategic plans.

Background:

- 2019: the City engaged the Trust for Public Land (TPL) to produce a Conservation Finance Feasibility Report
- 2020: the TPL report proposed a .25% sales tax for open space

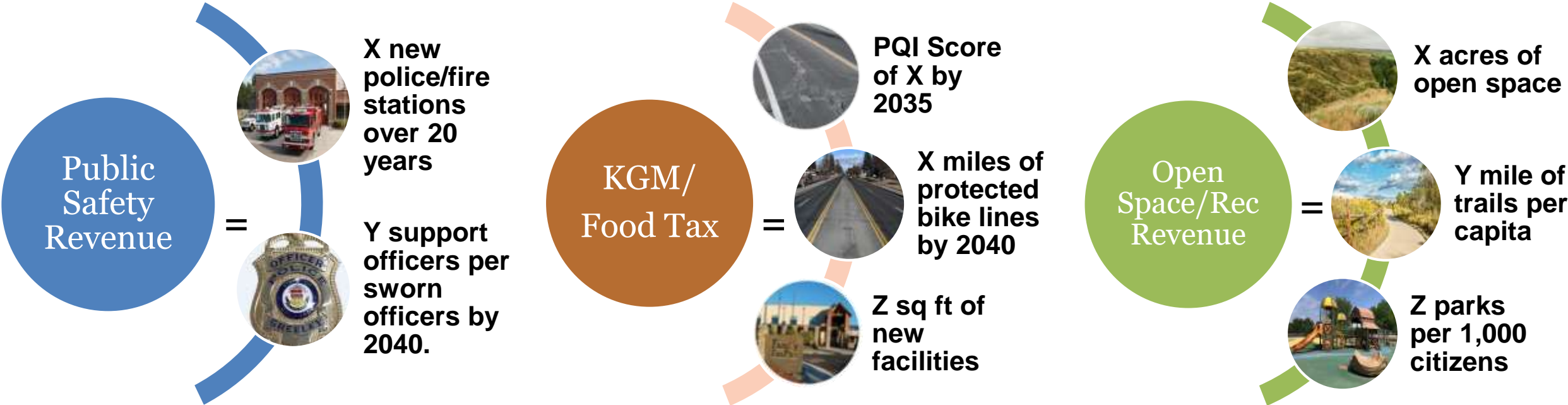
Next Steps:

- Before polling residents and proceeding with an open space tax ballot measure, a strategic review of City priorities and resources is recommended.
- This will help determine the most effective way to fund each priority, including Open Space.



Financial Bucketizing Concept

- Staff review each funding request/need, taking into consideration the City's entire portfolio of needs.
- Each funding stream and the "bucket" it fills has an impact on how other buckets are funded.
- Below are examples of different "buckets" with potential objectives/goals with existing or potential revenue streams that could support those goals/objectives.



Recap and Next Steps

The City currently stands in a strong financial position, and we want to ensure we stay in this position into the future.

Remainder of 2022

- ✓ Enhance and expand forecasting capabilities for revenue streams and forecasting outlook timeline
- ✓ Identify master planning gaps and funding/timeline needs; clarity on needs and objectives
- ✓ Conduct revenues analysis and modeling using enhanced forecasting techniques
- ✓ Conduct operational and capital needs analysis and prioritization

Q1 2023

- ✓ Develop strategic funding plan considering City priorities and goals to align with City growth
- ✓ Present update on development fees analysis and recommendation(s)
- ✓ Present long term financial plan for Council consideration to incorporate:
 - Updated long term revenue forecast
 - Funding strategies for executing on Council priorities (open space, transportation, etc.)
 - More robust grant revenue strategy
 - Consideration of formal debt strategy and options

Council Agenda Summary

May 17, 2022

Key Staff Contact: Paul Trombino III, Public Works Director, 970-652-3809

Title:

US 34 Interchanges & Mobility Hub INFRA Grant

Summary:

As a result of the Infrastructure Funding Task Force initiated by Councilmember Olson, the Public Works Department Staff has developed a grant application to fund a project to construct the proposed Interchanges on 35th and 47th Avenues and US 34 along with an integrated Regional Mobility Hub. The United States Department of Transportation opened a Major discretionary grant program in March for large infrastructure projects. The purpose of this item is to provide council with an overview of the project, proposed costs, and recommendation of a City Council Resolution in support of the Grant Application. The Grant Application is due for submittal by May 23, 2022.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$31,500,000
What is the annual impact?	Additional Maintenance costs of the Mobility Hub for the Public Works Department to be determined
What fund of the City will provide Funding?	Quality of Life, Transportation Development Fund
What is the source of revenue within the fund?	Sales taxes and development fees
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:	

Legal Issues:

None

Other Issues and Considerations:

None

Strategic Work Program Item or Applicable Council Priority and Goal:

Image: Reinforce Greeley's vision as an attractive and vibrant community in which to live, learn, work and play.

Decision Options:

Feedback and direction requested on staffs recommended option.

Council's Recommended Action:

Approve presented resolution supporting the grant application.

Attachments:

Resolution

CITY OF GREELEY, COLORADO RESOLUTION NO. __, 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO, IN SUPPORT OF THE GREELEY DEPARTMENT OF PUBLIC WORKS APPLICATION FOR AN INFRASTRUCTURE FOR REBUILDING AMERICA (INFRA) GRANT THROUGH THE UNITED STATES DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A REGIONAL MOBILITY HUB INTEGRATED WITH PROPOSED INTERCHANGES AT US HIGHWAY 34 ON 35TH AND 47TH AVENUES IN THE CITY OF GREELEY.

WHEREAS, the United States Department of Transportation has issued a Notice of Funding Opportunity (NOFO) on March 22, 2022, under a Unique Combined Funding Opportunity for three major discretionary grant programs into one Multimodal Projects Discretionary Grant opportunity to reduce the burden for state and local applicants and increases the pipeline of “shovel-worthy” projects; and

WHEREAS, the City of Greeley desires to participate in this grant program in order to construct a regional mobility hub integrating with the proposed interchanges on 35th and 47th Avenues to deliver a diversified multimodal transportation for users of the Highway 34, the City of Greeley, the region at large; and the State of Colorado; and

WHEREAS, the Greeley City Council has identified this construction project as a high priority due to the need for integrated regional mobility hub and two of the region's busiest and most dangerous intersections on a regional significant corridor and two major street corridors in the City of Greeley; and

WHEREAS, From 2010 to 2020, the population of the Greeley metropolitan statistical area (MSA), which spans all of Weld County, increased from 252,825 to 328,981 people and this 30.1% increase makes it the fastest-growing metro area in Colorado and the fourth fastest-growing metro area in the country and in the City of Greeley, 96% of this growth was among people of color and the median age in Greeley is 31.5 years old, significantly lower than the national average of 38 years old and, 50% of the jobs in Weld County are located in City of Greeley; and

WHEREAS, the City of Greeley recognizes the provision of safer, more efficient, and more sustainable transportation infrastructure is critical to improving, and maintaining quality of life, and local and regional mobility; and

WHEREAS, The City Council of the City of Greeley has committed \$31.5 million in matching funds required to secure the grant; and

WHEREAS, the Public Works Department in partnership with the Colorado Department of Transportation will provide adequate oversight for the project should the grant funds be awarded; and

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

Section 1: The City Council demonstrates its support for the submittal of an Application for an Infrastructure for Rebuilding America (INFRA) Grant through The United States Department of Transportation to construct a Regional Mobility Hub Integrated with the Proposed Interchanges at US Highway 34 on 35TH and 47TH Avenues in the City of Greeley.

Section 2: This Resolution shall be effective following its adoption by the City Council.

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

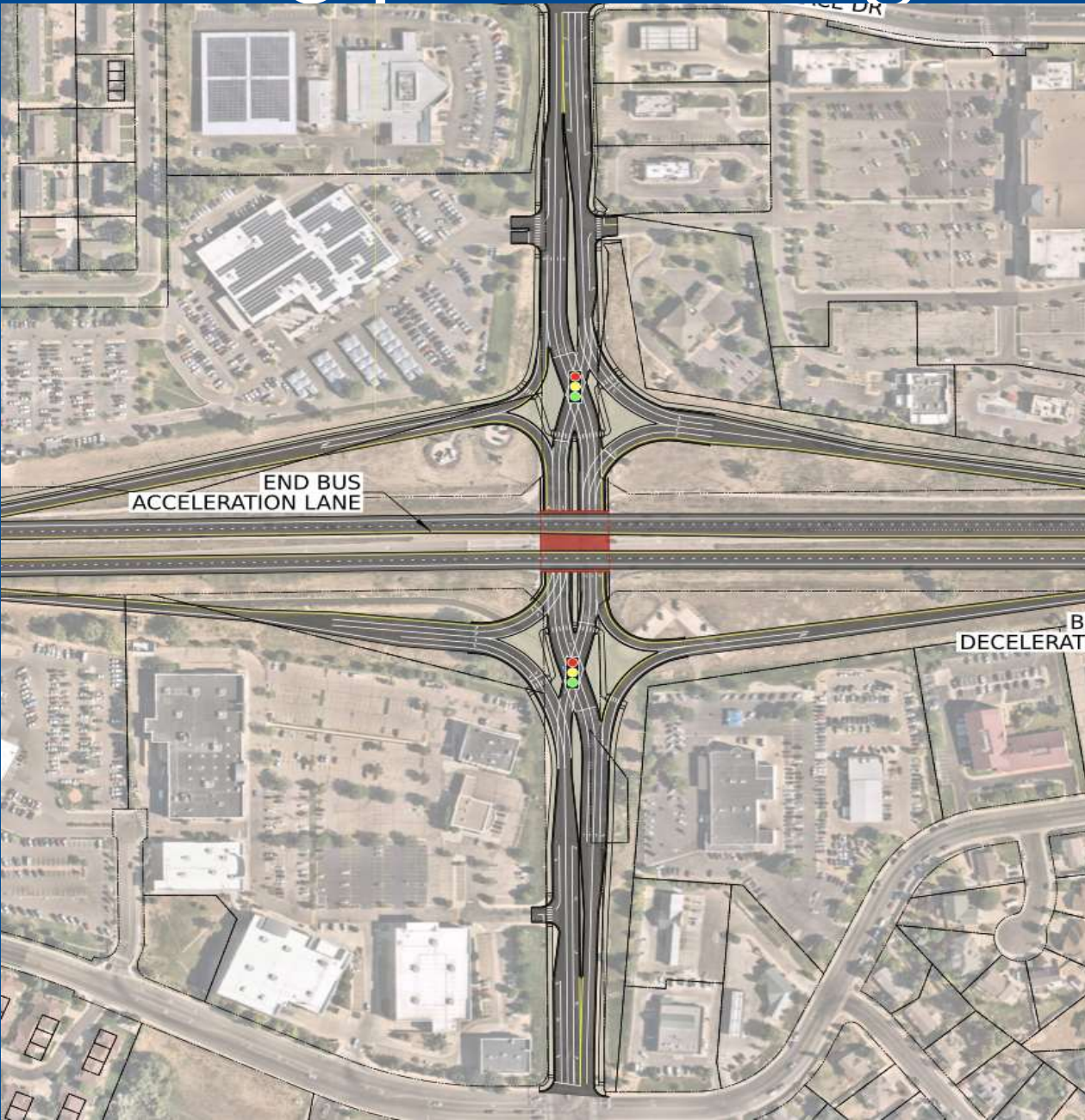
ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

CS 34 Interchange – 47th Avenue



**Interchange Design Configuration –
Diverging Diamond Interchange
Cost Estimate = \$45M**

34 Interchange – 35th Avenue



**Interchange Design
Configuration –
Tight Diamond with
Parclo-loop
Cost Estimate =
\$47M**

Mobility Hubs...

- **Connect people and goods to fulfill a variety of economic, social, and cultural purposes**
- **Facilitate regional transportation network connections**
- **Create seamless access between modes**
- **Serve and enabling dense, mixed-use development in adjacent areas**
- **Serves as a critical function in the regional system for local connectivity**



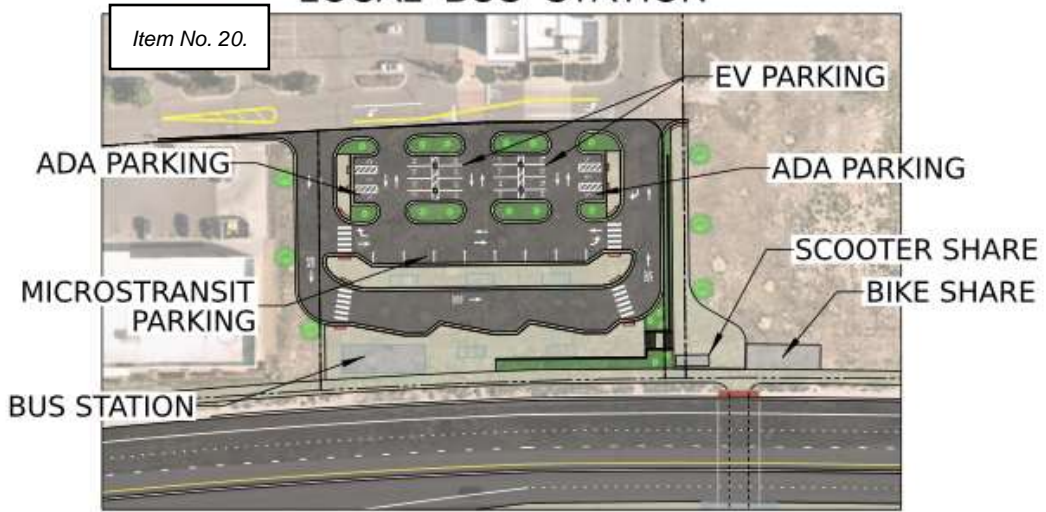
Equitable Accessibility with Mobility Hubs

- **Improved multimodal fosters local economic development**
- **Mobility networks become accessible and promote livable and improved access for all neighborhoods**
- **Efficient and flexible multimodal connections provide opportunities to achieve improved travel times for all modes**
- **Mobility hubs provide an efficient means of travel between locations by using sustainable forms of transport.**

Keys to Mobility Hubs Success

- **Multimodality** – Hubs should offer the potential for transfer between various transportation modes.
 - A hub does not have to include transit; it could involve travel by a range of other modes (walking, cycling, shared mobility and micromobility, driving, etc.).
- **Scalability** – A mobility hub planning approach is applicable to nodes of any size.
- **Activity** – Hubs should be designed to promote active lifestyles and enable ease of movement from one mode to another.

LOCAL BUS STATION



Mobility Hub @ Centerplace

Cost Estimate = \$25M



Item No. 20.

Mobility Hub Visuals

PROPOSED



INFRA Grant Proposal Overview

PROJECT OVERVIEW

To support regional growth and expand mobility choices, the City of Greeley proposes to construct a regional mobility hub that integrates with the proposed interchanges on 35th and 47th Avenues with US Highway 34, a vital east/west corridor in the North Front Range region.

The City and CDOT are committed to successfully delivering this project, which will serve as a catalyst for mobility service improvements locally and regionally and facilitate the efficient movement of people, goods, and services in the region. In order to advance the construction of this desperately needed project, the City is applying for a federal Infrastructure For Rebuilding America (INFRA) grant for this project and seeks support from partners to strengthen the grant application.



BACKGROUND

From 2010 to 2020, the population of the Greeley metropolitan statistical area (MSA), which spans all of Weld County, increased from 252,825 to 328,981 people.

- The 30.1% increase makes it the fastest-growing metro area in Colorado and the fourth fastest-growing metro area in the country.
- In Greeley, 96% of this growth was among people of color.
- The median age in Greeley is 31.5 years old- significantly lower than the national average of 38 years old.
- 50% of the jobs in Weld County are located in Greeley.



INFRA Grant Proposal - Funding

- **Total Project Cost Estimate = \$117.5M**
 - Federal funding = \$70.5M (60%)
 - Non-Federal funding = \$47M (40%)

- **Non-Federal funding breakdown**
 - City of Greeley = \$31.5M*
*(\$30M from Quality of Life, \$1.5M from Transportation Development Fund)
 - CDOT = \$8M
 - NFR MPO Grant = \$7.5M



Council Resolution for Support

- **Staff Recommendation: Support of Resolution for INFRA Grant Application**
- **Application due on May 23, 2022**
- **USDOT Notices of Project Awards anticipated in Fall 2022**

Thank you and Questions



Council Agenda Summary

May 17, 2022

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

Title:

Appointment of applicants to the Human Relations Commission, Stormwater Board, Parks and Recreation Advisory Board.

Summary:

Council appointment is needed to the above-mentioned Boards and Commissions due to vacancies and term expirations. City staff continues to actively recruit to fill all other vacant positions

Fiscal Impact:

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

Legal Issues:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest.

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

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

Other Issues and Considerations:

Not applicable

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

- 1) Appoint or reappoint the individuals to serve on applicable board or commission;
or
- 2) Direct staff to re-advertise applicable vacancy.

Council's Recommended Action:

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments:

Ballot

May 2022 Boards and Commissions Transmittal Summary

Boards & Commissions Transmittal

May 11, 2022

Key Staff Contact: Charity Campfield, Deputy City Clerk, 350-9743

Interview Date

May 16, 2022

Council Interview Team

Councilmembers Payton and Olson

Council Appointment Date

May 17, 2022

Boards and Commissions Being Interviewed

- Stormwater Board
- Human Relations Commission
- Youth Commission
- Island Grove Park Advisory Board
- Parks and Recreation Advisory Board

Council's Recruitment and Qualifications Policy

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

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

Legal Issues

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

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

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

Applicable Council Goal or Objective

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

Decision Options

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

Attachments

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

Transmittal reviewed by: RLU Raymond Lee, City Manager SA Stacey Aurzada, Interim City Clerk



Applicants for the boards and/or commissions listed below are in alphabetical order.

***** BALLOT *****

Human Relations Commission	
<i>3 Positions</i>	
<input type="checkbox"/>	Regina Holzmeister
<input type="checkbox"/>	Jennifer Nicolae
<input type="checkbox"/>	(Recruit For Additional Applicants)

Parks and Recreation Advisory Board	
<i>1 Positions</i>	
<input type="checkbox"/>	Sharon Wright
<input type="checkbox"/>	(Recruit For Additional Applicants)

Stormwater Board	
<i>1 Position</i>	
<input type="checkbox"/>	James Freville
<input type="checkbox"/>	(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 Council Calendar or Planning Calendar and Schedule for City Council Meetings and Work Sessions and make any necessary changes regarding any upcoming meetings or events.

Attachments:

Council Meetings and Other Events Calendars

Council Meeting and Work Session Schedule/Planning Calendar

May 16, 2022 - May 22, 2022

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

Monday, May 16

10:00am - 11:30am CML Spring Outreach Meeting (Colorado River Community Room, 222 Laporte Ave., Fort Collins) - Council Master Calendar

Tuesday, May 17

6:00pm - City Council Meeting - Council Master Calendar

Wednesday, May 18

2:00pm - 5:00pm Water & Sewer Board (Gates)
6:00pm - 7:30pm Community Conversation on homeless and housing alternatives (Greeley Recreation Center, 651 10th Avenue, Room 101ABC, Greeley) - Council Master Calendar

Thursday, May 19

7:30am - 8:30am DDA (DeBoutez/Butler)
3:30pm - 4:30pm Airport Authority (Clark/Payton)
6:00pm - 7:30pm Community Conversation on homeless and housing alternatives (Via Zoom (link will be sent to those that rsvp)) - Council Master Calendar

Friday, May 20

Saturday, May 21

11:00am - 1:00pm Armed Forces Day recognition (Payton) (Weld County Veteran's Memorial, Bittersweet Park) - Council Master Calendar

Sunday, May 22

May 23, 2022 - May 29, 2022

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

Monday, May 23

- 11:30am - 12:30pm Greeley Chamber of Commerce (Hall)
- 5:30pm - 8:00pm Joint Municipality and County dinner meeting (DeBoutez, Butler, Olson) (Palomino's Mexican Restaurant, 3390 23rd Avenue, Evans) - Council Master Calendar
- 6:00pm - 7:00pm Youth Commission (Clark)

Tuesday, May 24

- 6:00pm - City Council Worksession Meeting - Council Master Calendar

Wednesday, May 25

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

Thursday, May 26

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

Friday, May 27

Saturday, May 28

Sunday, May 29

May 30, 2022 - June 5, 2022

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

Monday, May 30

9:00am - 10:00am Memorial Day Service at Linn Grove Cemetery (Gates) (Linn Grove Cemetery, 1700 Cedar Avenue, Greeley) - Council Master Calendar

Tuesday, May 31

Wednesday, June 1

Thursday, June 2

- 3:30pm - IG Adv. Board (Butler)**
- 6:00pm - 8:30pm North Front Range MPO Meeting (Olson/Payton)**

Friday, June 3

Saturday, June 4

Sunday, June 5

June 6, 2022 - June 12, 2022

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

Monday, June 6

Tuesday, June 7

6:00pm - City Council Meeting (Council Chambers and via Zoom) - Council Master Calendar ↻

Wednesday, June 8

Thursday, June 9

7:30am - Poudre River Trail (Hall) ↻

Friday, June 10

Saturday, June 11

Sunday, June 12

City Council Meeting Scheduling 2022						
	5/13/2022					
	This schedule is subject to change					
Date	Description	Sponsor	Placement/Time			
May 24, 2022	Worksession Meeting	COVID 19 Update	Brian Kuznik			
		Sales tax polling	John Karner/Becky Safarik			
		Transportation Master Plan	Paul Trombino			
		Review of Colorado Paid Family Medical Leave Insurance program	Noel Mink/Paul Fetherston			
		Executive Session- to receive advice from attorneys and instruct negotiators	Doug Marek	Executive Session		
June 7, 2022	Council Meeting	Proclamation- PRIDE month		Intro		
		Proclamation- Alzheimer's Disease and Brain Awareness Month Proclamation	Sarah Gostenik	Intro		
		Proclamation- Juneteenth				
		Resolution- W&S IGA with West Fort Collins Water District for emergency interconnection and tap transfer	Sean Chambers	Consent		
		Resolution- Council decision on participation in Paid Family Medical Leave Insurance Program	Noel Mink/Paul Fetherston	Consent		
		Intro-Ordinance - Conveyance of Easement to City of Loveland - Centerra Trail Project (note PH is on 7/19)	Sean Chambers	Consent		
		Intro – Ordinance – Update W&S Dept. Design Criteria and Standards (note PH is on 7/19)	Sean Chambers	Consent		
		Ordinance - PH and Second Reading - Disposition of W&S's Balmer Farm Property	Sean Chambers	Regular		
		Ordinance- PH and Second Reading- Modification of Fireworks code	Brian Kuznik/Adam Turk	Regular		
		Ordinance- PH and Second Reading- Watermark Rezone	Becky Safarik	Regular		
		PH- Delantro PUD plan (note that presentation will be combined with Delantero rezone)	Becky Safarik	Regular		
		Ordinance- PH and Second Reading- Delantero PUD	Becky Safarik	Regular		
		Ordinance- PH and Second Reading- HP Rezone	Becky Safarik	Regular		
		June 14, 2022	Worksession Meeting	Housing Affordability and G-Hope Update	Ben Snow	0.3
				Homeless and Housing Options- Presentation on recommendations from Urbanity Advisors	Heather Balser	0.75
Compensation and Classification Project update	Paul Fetherston					
June 21, 2022	Council Meeting	Cancelled				

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.