

# Greeley City Council Agenda

Regular Meeting  
Tuesday, December 7, 2021 at 6:00 PM

City Council Chambers at City Center South, 1001 11th Ave, Greeley, CO 80631  
Zoom Webinar link: <https://greeleygov.zoom.us/j/98241485414>

## NOTICE:

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

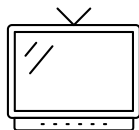
City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

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

## Watch Meetings:



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



Meetings are televised live on GTV8 on cable television.



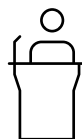
Meetings are livestreamed on the City's website, [greeleygov.com](http://greeleygov.com) as well as YouTube at [youtube.com/CityofGreeley](http://youtube.com/CityofGreeley)

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

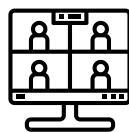
Meeting agendas, minutes, and archived videos are available on the City's meeting portal at [greeley-co.municodem meetings.com/](http://greeley-co.municodem meetings.com/)

## Comment in real time:

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



In person attendees can address the Council in the Chambers.

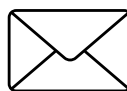


The public can join the Zoom webinar and comment from the remote meeting.

## Submit written comments:



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



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





# City Council Agenda

December 07, 2021 at 6:00 PM

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

### Mayor

John Gates

### Councilmembers

Tommy Butler  
Ward I

Deb DeBoutez  
Ward II

Johnny Olson  
Ward III

Dale Hall  
Ward IV

Brett Payton  
At-Large

Ed Clark  
At-Large

### A City Achieving Community Excellence

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

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

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### Consent Agenda

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

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

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9. Approval of the City Council Proceedings of November 16, 2021
10. Introduction and first reading of an Ordinance amending Title 20 of the Greeley Municipal Code concerning the use of non-potable water supplies for irrigation and the assessment of plant investment fees when non-potable water is utilized
11. Introduction and first reading of an Ordinance authorizing the sale of city-owned property located in Section 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County ("McWilliams Farm")
12. Consideration of a Change Order in the amount of \$113,321 for Cameron Peak fire mitigation work performed by Ayres Associates

- [13.](#) Introduction and first reading regarding an Ordinance providing for the issuance by the City of Greeley, Colorado of its Water Revenue Bonds, Series 2022, in a principal amount not to exceed \$77,500,000, for the purpose of financing improvements, betterments, extensions and expansions of the City's water system; providing for the delegation to City Officers of Authority in connection with the competitive sale of the Series 2022 Bonds; providing for the payment of the Series 2022 Bonds from net revenues of the City's water system and pledging such net revenues therefore; providing for the form and terms of such Series 2022 Bonds, setting forth covenants and provisions concerning such Series 2022 Bonds, net revenues, and water system, and providing for other details in connection therewith; and ratifying prior actions relating to the foregoing
- [14.](#) Consideration of a Resolution concerning the proposed City of Greeley, Colorado, Water Revenue Bonds, Series 2022; authorizing the receipt of competitive bids for the Series 2022 Bonds, including the use of an electronic bidding system therefor; and prescribing certain details concerning such public sale of the Series 2022 Bonds
- [15.](#) Introduction and first reading regarding an Ordinance authorizing the issuance and sale by the City of Greeley, Colorado, acting by and through its Sanitary Water Enterprise, of First-Lien Sewer Improvement Revenue Bonds, Series 2022, in an aggregate principal amount not to exceed \$25,500,000, for the purpose of financing, in whole or in part, the cost of additions and improvements to the sewer system operated by the Sanitary Water Enterprise, pledging certain funds and revenues of the enterprise to the payment of such bonds; prescribing the form of such bonds; and providing other details in connection therewith
- [16.](#) Consideration of a Resolution concerning the proposed City of Greeley, Colorado. First-Lien Sewer Improvement Revenue Bonds Series 2022; authorizing the receipt of competitive bids for the Series 2022 Bonds, including the use of an electronic bidding system therefor; and prescribing certain details concerning such public sale of the Series 2022 Bonds
- [17.](#) Consideration of a Resolution approving the 2022 Budget for the Greeley Downtown Development Authority and appropriating funds for that budget
- [18.](#) Consideration of a Resolution establishing the 2021 Downtown Development Authority Tax Levy and directing the certification of the same to the Board of County Commissioners
- [19.](#) Consideration of a Resolution appointing Greeley Police Deputy Chief Michael Zeller as the City of Greeley Representative to the Weld County E-911 Authority Board for a two year term
- [20.](#) Consideration of a Resolution authorizing the adoption of the Weld County 2021 Multi-Jurisdictional Hazard Mitigation Plan

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### **End of Consent Agenda**

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- [21.](#) Pulled Consent Agenda Items
- [22.](#) Public hearing considering the adoption of a Substantial Amendment (#3) to the 2020-2024 Consolidated Plan and 2020 Action Plan
- [23.](#) Public hearing to consider a request to rezone from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCMF (Development Concept Master Plan), for

approximately 1.169 acres of property including adjacent right-of-way to centerline located at 2000 16<sup>th</sup> Street, known as the 2000 16<sup>th</sup> Street Rezone, and final reading of an ordinance changing the official zoning map to reflect the same

- [24.](#) Public hearing and final reading of an Ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2021 and for funds held in reserve for encumbrances at December 31, 2020
- [25.](#) Public hearing and second reading of an Ordinance authorizing a Fiscal Year 2021 salary increase for the Municipal Judge
- [26.](#) Public hearing and second reading of an Ordinance authorizing a Fiscal Year 2021 salary increase for the City Attorney
- [27.](#) Consideration of a Resolution of the Greeley City Council ratifying the Appointment of certain nominees to the Board of Trustees of the High Plains Library District
- [28.](#) Scheduling of Meetings, Other Events
- [29.](#) Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
30. Adjournment



# Council Agenda Summary

## Title

Recognitions and Proclamations

## Summary

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

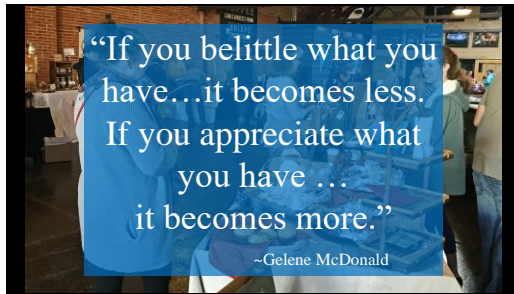
## Attachments

*What's Great about Greeley Report*

Slide 1



Slide 2



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

Slide 3



The University of Northern Colorado volleyball team has won its fourth Big Sky Conference regular-season title since joining the conference in 2006. In addition senior Kailey Jo Ince, junior Rachel Hickman, and sophomore Lauren Strain all received first team All-Big Sky honors.

Slide 4



Weld Werks' Stary Noche has been selected by Craft Beer & Brewing for their Editors' Picks: The Best 20 Beers in 2021. Weld Werks' Hazy IPA was also listed as #4 on the Reader' Choice: Who Brews it Best? listing.

Slide 5



A big congrats to several SD6 students named to all-state teams by the Colorado High School Activities Association. Frontier Academy sophomore Darren Hayden, junior Mauricio Lara, and junior Madison Brosig were 3A cross country second-team selections. University had a trio of first-team softball selections: freshman Addison Harding, senior Ashlyn Knapp, and junior Kaden Wyatt. Northridge senior Traejan Andrews made the boys golf 4A

first-team. In addition, a big shout out to Greeley Central all-state choir honorees Joshua Cleveland, Ash Hein, Elli Houle, Savana Long, Casbah Parlin, and Aly Toews.

Slide 6



The University Bulldogs volleyball team has won the 2020 CHSAA Class 3A State Championship, their first state championship in program history. Additionally, University volleyball coach Jared Rudiger was named the Class 3A Coach of the Year, and seniors Aesha Alrashed and Logan Conlin were 3A first-team selections by MaxPreps, ColoradoPreps and CHSAANow.

Slide 7



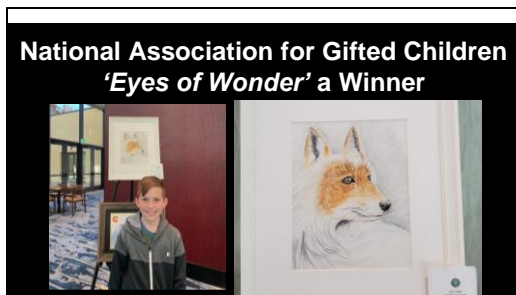
Colorado Governor Jared Polis has appointed City of Greeley Municipal Judge Mark Gonzales to the Division of Youth Services Northeast Region Community Board. The board works to promote transparency and community involvement, provide opportunities for youths to build positive relationships with adult role models, and promote involvement in the community.

Slide 8



Congratulations to Greeley Central student Saria Mowrer for being named one of the 2020-2021 *Caring for our Watersheds* contest winners from Colorado. Saria's project included the installation of 30 bat boxes throughout 15 different parks and trails in Greeley and raising awareness about White Nose Syndrome. She also handed out bracelets with an informational pamphlet. Habitat loss and WNS has led to a 90% decline of the little brown bat population in the past 20 years, risking their extinction by 2030.

Slide 9



Liam Castle from Chappelow K-8 Arts Magnet School is the overall winner of the National Association for Gifted Children student art contest in the elementary division with his piece "Eyes of Wonder".

Slide 10



Cheers to the Greeley West High School cheerleaders and poms for both winning the NCAC League Championship. Poms placed 1<sup>st</sup> in Hip-Hop. Cheer took 1<sup>st</sup> in the Game Day category.

Slide 11



And that's What's Great about Greeley.

# 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.

## Attachments

Council Boards and Commissions

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

**December, 2021**

# 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:
03-2021	Hall	Request for formation of a committee, to be chaired by Council Member Hall, regarding the section of the Poudre River Trail known as the Narrows. This section is facing increasing risks of erosion, with some portions in danger of falling into the river, and no available alternative areas for trail placement in that vicinity. The School of Mines will do a project to work on some engineering solutions for the area, in addition to other engineering studies that have already been done. The committee will review and determine options to move forward in addressing this with the assistance of City staff. City Manager Otto added information about potential Capital Improvement Projects through this area, and Council Member Hall provided information about existing potential rough cost estimates.	February 2, 2021 Council Meeting	<p>Update: 04/20/2021 Council Member Hall reported the committee had its first meeting and he is pleased with engagement from City staff and the community.</p> <p>A committee, chaired by Council Member and Poudre River Trail Corridor Chairman Hall, has been formed with representatives from the Poudre Trail Corridor Board, Culture, Parks and Recreation/Natural Areas and Trails, Public Works, Water and Sewer, the Poudre River Run Master HOA, a member of the Parks and Recreation Advisory Board, and a representative from the Ditch #3 Board. Committee Chairman Hall has also referenced initial communications with Otak Engineering, a consulting firm who produced a study of this area in 2018 for the City of Greeley, as well as the Colorado School of Mines engineering students who will conduct a capstone project this semester towards a suggested course of action and suggested funding mechanism(s). An initial assessment with design parameters, recommended</p>	Andy McRoberts

<b>Initiative No.</b>	<b>Council Member Initiating</b>	<b>Council Request</b>	<b>Council Meeting or Work Session Date Requested</b>	<b>Status or Disposition</b> (After completion, item is shown one time as completed and then removed.)	<b>Assigned to:</b>
				course(s) of action including recommended funding sources, is expected in June, 2021 post consultation with the Mines student project and engineering consultants. Although this project will carry on in practicality through committee work	

# Council Agenda Summary

**Title:**

Approval of the City Council Proceedings of November 16, 2021

**Summary:**

A meeting of the City Council was held in the City Council's Chambers on November 16, 2021. 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 November 16, 2021

City of Greeley, Colorado  
**CITY COUNCIL PROCEEDINGS**  
November 16, 2021

**1. Call to Order**

Mayor John Gates called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11<sup>th</sup> 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**

Casey Rogers, Assistant 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

Council Member Ed Clark

Council Member Johnny Olson – arrived at 6:05 p.m.

**4. Approval of the Agenda**

None

**5. Recognitions and Proclamations**

Mayor Gates read a proclamation recognizing 16 Days of Activism Against Gender Violence and the Zonta International Centennial. Susan Bromley, President of the Zonta Club of Greeley, accepted the proclamation on behalf of the organization. She was accompanied by several other members of the Zonta Club.

Council Member Butler presented the *What's Great About Greeley* report.

**6. Citizen Input**

No written comments were received and there was no one in the virtual meeting audience requesting to be heard.

**7. Reports from Mayor and Councilmembers**



Council Member DeBoutez shared she had the opportunity to attend the Hispanic Women of Weld County's annual event, noting it was a great event from a great organization.

Mayor Gates introduced Brett Naber as the City's new Chief Information Officer, and Kelly Snook as the Interim Director of the Culture, Parks and Recreation Department.

Mayor Gates also announced his appointments for Council representatives on boards and commissions.

## **8. Initiatives from Mayor and Councilmembers**

Council Member Butler brought up concerns with issues of homelessness around the community, and suggested establishing a City commission. He requested consensus to ask staff to bring back a plan and timeline for initiating such a commission. Mayor Gates noted his conversations with City Manager Lee about how to best also involve other partners in this work.

Manager Lee responded with information about plans to bring information about work already under way to a work session, and noted that recommendations around the creation of a commission could also return to that same work session. Council Member Hall also commented on a preference for a focus on solutions.

There was consensus to proceed with Council Member Butler's request.

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## **Consent Agenda**

Council Member Butler requested that item 14 be removed from the Consent Agenda.

Council Member Payton moved, seconded by Council Member Clark, to approve the recommended actions on items 9-13 and 15-18.

The motion carried 6-0 by roll call vote.

Abstaining: Council Member Olson.

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## **9. Acceptance of the Reports of the City Council Work Sessions of October 12, 2021 and October 26, 2021**

The Council action recommended and approved was to accept the reports as presented.

## **10. Approval of the City Council Proceedings of October 5, 2021 and October 19, 2021**

The Council action recommended and approved was to approve the proceedings as presented.

## **11. First reading of an Ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2021 and for funds held in reserve for encumbrances at December 31, 2020**

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and second reading for December 7, 2021.

**12. Introduction and first reading of an Ordinance authorizing a Fiscal Year 2021 salary increase for the Municipal Judge**

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and second reading for December 7, 2021.

**13. Introduction and first reading of an Ordinance authorizing a Fiscal Year 2021 salary increase for the City Attorney**

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and second reading for December 7, 2021.

**14. Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCMP (Development Concept Master Plan), for approximately 1.169 acres of property including adjacent right-of-way to centerline located at 2000 16th Street, known as the 2000 16th Street Rezone**

The Council action recommended was to introduce the ordinance and schedule the public hearing and second reading for December 7, 2021.

This item was pulled from the consent agenda to allow for discussion.

**15. Consideration of a Resolution approving an Amended and Restated Intergovernmental Agreement regarding the Poudre River Trail Corridor**

The Council action recommended and approved was to adopt the resolution.

**Resolution No. 40, 2021**, approving an Amended and Restated Intergovernmental Agreement regarding the Poudre River Trail Corridor, was adopted.

**16. Consideration of a Resolution Authorizing the City of Greeley to Enter into a Grant Agreement between the City of Greeley and the State of Colorado, Division of Local Affairs, Regarding Receipt of Grant Funding Provided By the Peace Officers Mental Health Support Grant Program**

The Council action recommended and approved was to adopt the resolution.

**Resolution No. 41, 2021**, authorizing entering into a Grant Agreement with the State of Colorado, Division of Local Affairs, for grant funding provided by the Peace Officers Mental Health Support Grant Program, was adopted.

**17. Consideration of a Resolution approving submittal of a grant application to the State of Colorado for funding assistance to support the construction of affordable housing in Greeley**

The Council action recommended and approved was to adopt the resolution.

**Resolution No. 42, 2021**, approving submittal of a grant application for funding assistance to support the construction of affordable housing in Greeley, was adopted.

**18. Consideration of a Resolution approving submittal of a grant application to the State of Colorado for funding assistance to support the completion of a city-wide housing assessment including sub-area plans in identified opportunity areas in Greeley for the purpose of promoting affordable housing development**

The Council action recommended and approved was to adopt the resolution.

**Resolution No. 43, 2021**, approving submittal of a grant application for funding assistance to support the completion of a city-wide housing assessment for the purpose of promoting affordable housing development, was adopted.

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**End of Consent Agenda**

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**19. Pulled Consent Agenda Items**

**14. Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCMP (Development Concept Master Plan), for approximately 1.169 acres of property including adjacent right-of-way to centerline located at 2000 16th Street, known as the 2000 16th Street Rezone**

This item was pulled from the consent agenda to allow for discussion.

The Council action recommended was to introduce the ordinance and schedule the public hearing and second reading for December 7, 2021.

Council Member Butler asked for clarification on process, as the Planning Commission did not recommend approval of this item. Becky Safarik, interim Community Development Director and Deputy City Manager, explained the role of the Planning Commission as an advisory body and the necessity of the Council to hear an item, including a public hearing, and then make its own determination.

Council Member Payton moved, seconded by Council Member Clark, to introduce the ordinance and schedule the public hearing and second reading for December 7, 2021. The motion carried 6-1 by roll call vote.

Ayes: Council Members DeBoutez, Hall, Payton, Clark, Olson, and Mayor Gates.

Nays: Council Member Butler.

**20. Public hearing considering the adoption of a Substantial Amendment (#3) to the 2020-2024 Consolidated Plan and 2020 Action Plan**

Ben Snow, Economic Health & Housing Director, presented as set forth in the presentation deck in the agenda packet on this item.

Council Member Olson moved, seconded by Council Member Butler, to adopt the substantial amendment as presented.

The motion carried 7-0 by roll call vote.

**21. Appointment of applicants to the Citizen Transportation Advisory Board, Greeley Art Commission, Greeley Urban Renewal Authority, Historic Preservation Commission, and Stormwater Board**

Assistant City Clerk Casey Rogers reported the following appointments were made by the Council by written ballot:

- Citizen Transportation Advisory Board – Raymond Amaya and Bart Smith.
- Greeley Art Commission – Dominic Anaya.
- Greeley Urban Renewal Authority – Cynthia Welsh.
- Historic Preservation Commission – Christen DePetron and Robert Brunswig.
- Stormwater Board – Directed staff to recruit for additional candidates.

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

No other meetings or events were scheduled.

**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 at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances**

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

The motion carried 7-0.

**24. Adjournment**

There being no further business before the Council, the meeting was adjourned at 6:40 p.m.

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John D. Gates, Mayor

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Anissa N. Hollingshead, City Clerk

# Council Agenda Summary

December 7, 2021

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

## Title:

Introduction and first reading of an Ordinance amending Title 20 of the Greeley Municipal Code concerning the use of non-potable water supplies for irrigation and the assessment of plant investment fees when non-potable water is utilized

## Summary:

Greeley has been utilizing non-potable (untreated raw water) for outdoor irrigation since the Number 3 Ditch was built to water the City's parks and gardens. As Greeley has grown, the City expanded its non-potable system, leveraging the existing ditch systems used by the agricultural water companies to irrigate crop lands in and around Greeley. Currently, Greeley's non-potable system provides approximately 2,500 acre feet of irrigation water annually and primarily serves City owned parks, golf courses and facilities with limited usage from private sector water customers.

The City's long-term water resource strategic planning has identified that increasing non-potable water usage to over 7,000 acre feet annually is essential to meeting the long-range water demand for Greeley. Using non-potable water supplies for irrigation needs is advantageous for both the City and its customers. Non-potable water sources are more prevalent, attainable and affordable than potable water supplies that can be delivered and treated at Greeley's water treatment plants. Usually, less infrastructure investment is needed for non-potable water delivery and operational costs are less. Expanding non-potable systems will limit the potable demand peaks and further protect the city's existing potable water treatment, transmission and storage capacities for the city's current and future citizens. The utility customer benefits by paying a 30% lower rate for non-potable water versus potable water and from being part of a more resilient system.

To meet the long-term strategic goal of delivering additional non-potable water, and ultimately meeting the City's long-term water resource demands, expanding the non-potable system must happen as new development occurs. Installing non-potable infrastructure during the land development process is less expensive and more effective than trying to retrofit a built-out neighborhood or commercial center. Expanding the non-potable system as development happens will also extend Greeley's potable supplies and infrastructure further into the future, meaning less investment by current water customers to meet new potable water demands.

This ordinance will amend Title 20 of the Greeley Municipal Code to make non-potable mandatory for new growth if certain criteria are met (irrigated common areas of two acres or greater or house to house non-potable if lot size is 13,000 square feet or

greater). In return for non-potable facilities installation, the builder will benefit for paying lower plant investment fees for their potable water service.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	None
What is the annual impact?	Unknown, dependent on the rate and type of new development
What fund of the City will provide Funding?	Water Construction Fund
What is the source of revenue within the fund?	Plant Investment Fees, Bonds
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. A second reading and public hearing on this ordinance may take place no sooner than 28 days after the introduction and first reading. GMC § 20-273. The City Attorney's Office has reviewed and approved the ordinance as to 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 January 18, 2022.

**Attachments:**

Draft Ordinance  
Non-potable policy  
Presentation

**CITY OF GREELEY, COLORADO  
ORDINANCE \_\_\_\_, 2022**

**AN ORDINANCE AMENDING TITLE 20 OF THE MUNICIPAL CODE OF THE CITY OF GREELEY  
(CONCERNING THE USE OF NON-POTABLE WATER SUPPLIES FOR IRRIGATION)**

WHEREAS, the City of Greeley, Colorado ("City") is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX of the Colorado Constitution to, inter alia, construct, purchase, acquire, lease, add to, maintain, conduct, and operate water works and everything required therefor, within or without its territorial limits, for the use of the City; and

WHEREAS, Section 17-1 of the Greeley City Charter authorizes the Greeley Water and Sewer Board ("Board") to qualify the Water and Sewer functions and operations as an "enterprise" as that term is contained in Article X, Section 20 of the Colorado Constitution, and to provide for every function and operation of an enterprise, including but not limited to, bond issuance and all other necessary and ordinary functions of the Water and Sewer operations; and

WHEREAS, Section 17-4(c) of the Greeley City Charter and Section 20-30 of the Greeley Municipal Code authorize the Board to acquire, develop, convey, lease and protect the water and sewer assets, supplies and facilities needed to fully use the water supplies decreed, adjudicated or contracted for the City; and

WHEREAS, various Sections within Title 20 of the Greeley Municipal Code set forth the requirements and regulations related to the initiation and use of water and sewer services from the City; and

WHEREAS, City Water and Sewer staff, with feedback and input from the Board, have developed a policy concerning the expanded use of non-potable water supplies for irrigation throughout the City, in the interest of more strategically and efficiently managing the City's water resources portfolio; and

WHEREAS, City Water and Sewer staff and legal counsel subsequently developed revisions to Title 20 of the Greeley Municipal Code to implement the various provisions of this policy; and

WHEREAS, the Water and Sewer Board reviewed the proposed final policy and revisions to Title 20 of the Greeley Municipal Code on November 17, 2021 and recommended that City Council adopt an ordinance to codify the revisions, in the form of the revisions attached hereto and incorporated herein as Appendix A.

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

Section 1. That Subsections (2) through (7) of Section 20-27 of the Greeley Municipal Code be renumbered and amended to read as shown on Appendix A, attached hereto and incorporated herein.



Section 2. That Subsections (1) through (9) of Section 20-28 be renumbered and amended to read as shown on Appendix A.

Section 3. That Section 20-126 be stricken in its entirety as shown on Appendix A.

Section 4. That the reserved Sections of Title 20 (Public Works and Utilities), Chapter 3 (Water and Sanitary Sewer Service), Article III (Water), Division 4 (Water Conservation) be renumbered as shown on Appendix A.

Section 5. That Section 20-252 be renumbered as Section 20-251 and amended to read as shown on Appendix A.

Section 6. That a portion of Section 20-253 be renumbered as Section 20-252 and amended to read as shown on Appendix A.

Section 7. That the remaining portion of Section 20-253 be renumbered and amended to read as shown on Appendix A.

Section 8. That Section 20-254 be amended to read as shown on Appendix A.

Section 9. That Section 20-255 be amended to read as shown on Appendix A.

Section 10. That Section 20-256 be amended to read as shown on Appendix A.

Section 11. That Section 20-257 be amended to read as shown on Appendix A.

Section 12. That Section 20-260 be amended to read as shown on Appendix A.

Section 13. That Section 20-262 be amended to read as shown on Appendix A.

Section 14. That Section 20-263 be amended to read as shown on Appendix A.

Section 15. That Section 20-264 be amended to read as shown on Appendix A.

Section 16. That Chapter 6 (Irrigation) of Title 20 (Public Works and Utilities) be stricken in its entirety, and the reserved Sections thereof renumbered and amended to read as shown on Appendix A.

Section 17. Except as explicitly modified on Exhibit A, all other provisions of Title 20 of the Greeley Municipal Code shall remain in full force and effect.

Section 17. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST

THE CITY OF GREELEY, COLORADO

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

\_\_\_\_\_  
Mayor

**APPENDIX A**  
**ORDINANCE AMENDING TITLE 20**  
**GREELEY MUNICIPAL CODE**

Section 1. Subsections (2) through (7) of Section 20-27 of the Greeley Municipal Code shall be renumbered and amended to read as follows:

**Sec. 20-27. Duties, fees and charges.**

The water and sewer board shall adopt, by resolution, the following rates, fees and charges:

- (1) Minimum and sufficient potable water rates;
- (2) Minimum and sufficient non-potable water rates;
- ~~(3)~~ (2) Minimum and sufficient sanitary sewer rates;
- ~~(4)~~ (3) Cash-in-lieu fees;
- ~~(5)~~ (4) Raw water surcharges;
- ~~(6)~~ (5) Water plant investment fees;
- ~~(7)~~ (6) Sewer plant investment fees; and
- ~~(8)~~ (7) Water turn-on charges.

Section 2. Subsections (1) through (9) of Section 20-28 shall be renumbered and amended to read as follows:

**Sec. 20-28. Permissible duties; fees and charges.**

The water and sewer board may adopt minimum rates, fees and charges which may include, but need not be limited to, the following:

- ~~(1)~~ Irrigation water rates;
- ~~(2)~~ (1) Water rental rates;
- ~~(3)~~ (2) Fees for inspection;
- ~~(4)~~ (3) Fees for testing;
- ~~(5)~~ (4) Fees for meter installation;
- ~~(6)~~ (5) Fees for engineering design review;
- ~~(7)~~ (6) Fees for accepting wastewater hauled to the sewage treatment plant;
- ~~(8)~~ (7) Lift station surcharges; and
- ~~(9)~~ (8) Other fees and charges as the board deems necessary to cover the costs of inspections, tap installations, operations, maintenance and extensions of the water and sanitary sewer systems.

Section 3. Section 20-126 shall be stricken in its entirety.

**~~Sec. 20-126. Buildings with multiple users.~~**

~~Owners of any business block or other building occupied by more than one tenant using or taking water from the same service pipe shall be required to pay the water and sewer rent for~~

the whole of such block, building or premises before a license shall be granted for the use of water therein.

**Secs. 20-127~~6~~ – 20-150. Reserved.**

Section 4. The reserved Sections of Title 20 (Public Works and Utilities), Chapter 3 (Water and Sanitary Sewer Service), Article III (Water), Division 4 (Water Conservation) shall be renumbered as follows:

**Secs. 20-230—20-250~~1~~. Reserved.**

Section 5. Section 20-252 shall be renumbered as Section 20-251 and amended to read as follows:

**Sec. 20-251~~2~~. Initiation of water service; service commitment agreements.**

- (a) Any person or entity seeking water service from the city shall make a request for such service within the associated land use or development application process required by title 24 of this Code. If the person or entity seeking water service is not pursuing a land use or development application, the request shall be made in writing to the director of water and sewer. ~~It~~ is unlawful for a person or entity to take and use water service from the city without first obtaining authorization from the director of water and sewer.
- (b) Requests for water service made through the land use or development application process required by title 24 of this Code shall be forwarded to the director of water and sewer. All requests for water service shall include the information necessary to determine all applicable fees and rates for such service. The director of water and sewer shall not authorize any such water service until all required information is received and all required fees are paid.
- (c) All applicants granted authorization for water service to nonresidential lots and ~~multifamily residential developments~~ lots with more than four units within the city limits shall execute a service commitment agreement to be recorded with the county clerk and recorder setting forth the details and parameters of the potable and non-potable components of such service, including the person or entity to whom service is granted, the date upon which service shall commence, the specific location at which the tap(s) or service connection(s) shall be made, the permitted size of the tap(s) or service connection(s), a description of the property to which service will be provided, ~~and~~ the permissible uses of water on the property, and the annual allotment associated with the water service.
- (d) All applicants granted authorization for water service to large parcel single-family residential lots, as described in Section 20-257, that are required to install a separate and additional landscape irrigation tap and service line for the service of non-potable water shall execute a service commitment agreement to be recorded with the county clerk and recorder setting forth the details and parameters of the non-potable component of such service, including the person or entity to whom service is granted, the date upon which service shall commence, the specific location at which the tap(s)

or service connection(s) shall be made, the permitted size of the tap(s) or service connection(s), a description of the property to which service will be provided, the permissible uses of water on the property, and the annual allotment associated with the non-potable component of the water service.

Section 6. A portion of Section 20-253 shall be renumbered as Section 20-252 and amended to read as follows:

**Sec. 20-2523. Taps and service lines required; potable and non-potable service line extensions prohibited.**

- (a) Each detached ~~single-family~~ residential building, multi-unit~~family~~ residential building, and nonresidential building shall be served by a minimum of one separate water tap and service line for the service of potable water. Buildings with mixed residential and ~~non-residential~~nonresidential uses shall be served by separate potable water taps for the residential and non-residential components of the development.
- (b) A separate and additional landscape irrigation tap and service line shall be required for the service of non-potable water to all residential detached estate lots with an area of 13,000 square feet or more.
- (c) A separate and additional landscape irrigation tap and service line shall be required for the service of non-potable water to the irrigated common space associated with all ~~non-residential buildings~~nonresidential lots and ~~multi-family residential buildings~~lots with more than four units within the city limits, including, without limitation, commercial, industrial, and group housing (apartment buildings, condominiums, nursing homes, hotels, and motels), if such irrigated common space totals two acres in area or more.
- (d) The director of water and sewer, or his designee, has the authority to grant a temporary or permanent variance to the landscape irrigation tap requirements in this section upon a finding in their sole discretion that immediate connection of the subject property to the non-potable water system is not feasible, or that the subject property can be served by a single tap due to minimal landscaping irrigation demand. The grant of such a variance may include any terms and conditions deemed appropriate by the director or his designee in their sole discretion.
- (e) It is unlawful to install a privately-owned non-potable irrigation system on any property to which the city provides water service.

Section 7. The remaining portion of Section 20-253 shall be renumbered and amended to read as follows:

**Sec. 20-253. Service line extensions prohibited.**

- (~~a~~e) It is unlawful for a person or entity to extend a service line to serve any other buildings, lots or premises contrary to the requirements of this section. Notwithstanding the foregoing, the director of water and sewer has the discretionary authority to grant

variances when appropriate for accessory uses on the same property or an adjoining lot.

- (~~b~~e) A prohibited service line extension that was installed prior to September 1, 2019, may remain in effect so long as it does not create a sanitation, public health or public nuisance problem. If, in the discretion of the director of water and sewer, a prohibited service line extension creates a sanitation, public health or public nuisance problem, the subject property owner shall separate the compound tap at their own expense.
- (~~c~~e) The owner of a property to which a new water service line is installed after the associated separation of a compound tap shall be required to pay all fees applicable to the initiation of water service to the subject property, including, without limitation, the costs required to install another water tap and service line. Plant investment fees that would otherwise be due and payable for a new water service line installed pursuant to this section shall be waived upon a written finding of the director of water and sewer that there will be no increase in water service to the subject property.
- (~~d~~f) The use of a common service line by abutting property owners shall not alter the maintenance responsibility of the users of the common service line. The common service shall not constitute a public responsibility and the director of water and sewer shall not perform maintenance or repair on the separate or combined service lines that may serve abutting properties.

Section 8. Section 20-254 shall be amended to read as follows:

**Sec. 20-254. Water rights dedication; amounts and criteria.**

- (a) All applicants for water service within the city limits shall (i) dedicate to the city water rights, if any, that the city, in its sole discretion, can use in its potable water supply system or non-potable irrigation system and (ii) if the applicant cannot satisfy the raw water dedication requirements through the dedication of water rights, shall furnish to the city a cash-in-lieu fee (or satisfy the same pursuant to subsection (e)) to fulfill all or the remainder of the dedication requirement associated with a request for water service as a prerequisite to and as part of the consideration for city water service to the subject ~~property~~lot. All water rights approved for dedication shall be conveyed to the city on or before the date the final plat for the development is approved. All cash-in-lieu fees shall be due and payable to the city no later than the date on which the building permit is issued.
- (b) The city has determined (i) that the water rights represented by shares of stock in the Greeley and Loveland Irrigation Company and the Seven Lakes Reservoir Company, and rights in the Loveland and Greeley Reservoir Company (Lake Loveland) can be used within its potable water supply system and non-potable irrigation system and (ii) that the water rights represented by units of Colorado-Big Thompson Project Water can be used within its potable water supply system. The water rights represented by shares of stock in the Greeley Irrigation Company can only be used within non-potable irrigation systems. Therefore, the city will accept such water rights only in satisfaction of the raw water dedication requirements associated with non-potable water service on

property historically irrigated by the subject water rights. The city shall use the following yield values to determine the amount of raw water transferred by an applicant toward the satisfaction of any raw water dedication requirement:

Company	Yield/Share
The Greeley & Loveland Irrigation Company	8 acre-feet/share
The Seven Lakes Reservoir Company	8 acre-feet/share
The Loveland and Greeley Reservoir Company (Lake Loveland)	20 acre-feet/right
Colorado-Big Thompson Project Water (C-BT)	0.75 acre-feet/unit
Greeley Irrigation Company (Greeley No. 3 Canal)	10.3 acre-feet/share

- (c) Except for water rights represented by units of Colorado-Big Thompson Project Water, the city will not accept the dedication of any water rights under subsection (b) for use within its potable water supply system ~~or non-potable irrigation system~~ unless the director of water and sewer determines that the subject water rights meet the requisite criteria under Colorado law for conversion of the water to municipal use by the city, including, without limitation, that: (i) the water rights have a history of use on the property being developed; (ii) the property being developed was historically and consistently irrigated under the ditch system from which such water rights are being dedicated; (iii) the owner and all lienholders of the property being developed execute a restrictive covenant in a form acceptable to the city requiring the cessation of irrigation on the historically irrigated property with the subject water rights except under conditions authorized by the city; and (iv) the applicant provides any documents and materials reasonably required by the city to ensure consistency with any prior decrees, including but not limited to, decrees adjudicating changes of the Greeley and Loveland Irrigation Company, the Seven Lakes Reservoir Company, the Loveland and Greeley Reservoir Company (Lake Loveland), and the Greeley Irrigation Company water rights.
- (d) An applicant for water service may dedicate any water rights identified in subsection (b) as usable within the city non-potable irrigation system, including water rights that satisfy the requirements of subsection (c), in satisfaction of the applicant's raw water dedication requirement associated with non-potable service. An applicant ~~for water service~~ may request that the city accept or permit the use of (i) water rights other than the water rights identified in subsection (b) or (ii) water rights that do not satisfy the requirements of subsection (c) in ~~partial-satisfaction or reduction~~ of the applicant's raw water dedication requirement associated with non-potable service. The city, in its sole discretion, may accept or permit the use of such water rights based on certain terms and conditions set by the director of water and sewer but only in ~~partial-satisfaction or reduction~~ of the raw water dedication requirement associated with non-potable water service on property that has been historically irrigated by the subject water rights.
- (e) On or before December 31, 2099, an applicant for water service, who is also the registered owner of a certificate issued by the department to evidence one or more raw water dedication credits, may redeem such credit(s) in whole or in part (but only in



whole numbers) toward the satisfaction of any cash-in-lieu fee obligation associated with the applicant's request for water service in accordance with sections 20-255, 20-256, 20-257, and 20-260. One raw water dedication credit represents the equivalent of, but not an interest in, one acre-foot of raw water that an applicant would otherwise have to satisfy by furnishing to the city a cash-in-lieu fee.

- (f) Applicants for water service to ~~single-family residential and multi-family residential developments~~lots with four units or less within the city limits shall dedicate raw water and, if the applicant cannot dedicate raw water, furnish to the city any applicable cash-in-lieu fee in accordance with section 20-255 in the amount of three acre-feet per acre, or fraction thereof, of property to which water service will be provided. Streets, rights-of-way, driveways, sidewalks, outbuildings, and any other part of the ~~property~~lot that has been or will be developed shall be included in the calculation of the total gross acreage of the property, regardless of whether such areas have been dedicated to public use. The city may, in its sole discretion, exclude area(s) from the total gross acreage, provided that irrigating such area is legally prohibited by plat or deed.
- (g) Applicants for water service to ~~non-residential~~nonresidential lots and ~~multi-family residential developments~~lots with more than four units within the city limits, including, without limitation, commercial, industrial, and group housing (apartment buildings, condominiums, nursing homes, hotels, and motels), shall dedicate raw water and, if the applicant cannot dedicate raw water, furnish to the city the applicable cash-in-lieu fee in accordance with section 20-256 in the amount of the water service demand for the subject ~~development~~lot. The potable water service demand for ~~non-residential nonresidential lots and large multi-family residential developments~~lots with more than four units shall be determined by multiplying the total units proposed by the applicant by the average unit use, as set forth in the business category and water use table below. The potable water service demand for industrial ~~developments~~lots and commercial ~~developments~~lots of a type not specifically identified in the business category and water use table below shall be determined by the director of water and sewer on a case-by-case basis, utilizing the projected volume of total water use by the subject ~~development~~lot.

Business Category and Water Use		
Category	Units	Average Unit Use (Gallons Per Unit Per Year)
Auto service and repair	SF	12
Car wash	Bay	1,350,000
Childcare	SF	47
Church	SF	4.5
Grocery store	SF	20
Gas station without car wash	SF	93
Hospital	SF	21
Hotel/motel	Room	30,300

Medical office	SF	25
<del>Multi-family residential</del> Residential (greater than 4 units)	Unit	35,500
Office	SF	14
Recreation with pool	SF	122
Recreation without pool	SF	25
Restaurant (outdoor seating areas 50%)	SF	188
Retail	SF	16
School	SF	11
Warehouse	SF	5
Industrial and other commercial	Demand determined on case-by-case basis	
"SF" = Square feet of gross floor space within the building area		

- (h) Applicants for water service to ~~non-residential~~ nonresidential lots and ~~multi-family residential developments~~ lots with more than four units within the city limits, including, without limitation, commercial, industrial, and group housing (apartment buildings, condominiums, nursing homes, hotels, and motels), for which a separate and additional landscape irrigation tap and service line is required in accordance with section 20-252~~3~~, shall also dedicate raw water and, if the applicant cannot dedicate raw water, furnish to the city the applicable cash-in-lieu fee in accordance with section 20-256 in the amount of the landscape irrigation demand for the subject ~~development~~ lot. Landscape irrigation demand shall be determined based on (i) the total gross acreage of property to which water service will be provided and (ii) the type of landscape as set forth in the landscape water use table below. Landscape plans with more than 75 percent high water use vegetation are assumed to be entirely high water use and shall be calculated as such. Streets, rights-of-way, driveways, sidewalks, outbuildings and any other impervious part of the ~~property~~ lot that has been or will be developed shall be included in the calculation of the total gross acreage of property, regardless of whether such areas have been dedicated to public use. The city may, in its sole discretion, exclude area(s) from the total gross acreage, provided that irrigating such area(s) is legally prohibited by plat or deed.

Landscape Water Use	
Water Use	Dedication Requirement
High water use (>14 gals/sf annual use)	3 acre-feet/acre
Medium water use (10-14 gal/sf annual use)	2.33 acre-feet/acre
Low water use (<10 gals/sf annual use)	1.67 acre-feet/acre
No irrigation	No raw water requirement for landscape

Section 9. Section 20-255 shall be amended to read as follows:

**Sec. 20-255. Cash in lieu of raw water required; ~~single-family detached~~ and small multi-~~unit~~family residential.**

- (a) Any applicant for water service to ~~single-family residential and multi-family residential developments~~lots with four units or less within the city limits that cannot satisfy the requirements of section 20-254 through the dedication of water rights shall furnish to the city a cash-in-lieu fee to fulfill all or the remainder of the dedication requirement associated with the potable and non-potable components of its request for water service.
- (b) The cash-in-lieu fee for ~~single-family residential and multi-family residential developments~~lots with four units or less shall be set by resolution of the water and sewer board and calculated as the cash equivalent of three acre-feet of water per acre, or fraction thereof, of property to which water service will be provided, using the fair market value of water per acre-foot.

Section 10. Section 20-256 shall be amended to read as follows:

**Sec. 20-256. Cash in lieu of raw water required; nonresidential and large multi-~~unit~~family residential.**

- (a) Any applicant for water service to ~~non-residential~~nonresidential lots and ~~multi-family residential developments~~lots with more than four units within the city limits, including, without limitation, commercial, industrial, and group housing (apartment buildings, condominiums, nursing homes, hotels, and motels), that cannot satisfy the requirements of section 20-254 through the dedication of water rights shall furnish to the city a cash-in-lieu fee to fulfill all or the remainder of the dedication requirement associated with the potable and non-potable components of its request for water service.
- (b) The cash-in-lieu fee for ~~non-residential~~nonresidential lots and ~~large multi-family residential developments~~lots with more than four units shall be set by resolution of the water and sewer board and calculated by multiplying the water service demand for the subject ~~property~~lot, as determined in accordance with section 20-254(~~eg~~), and the landscape irrigation demand, as determined in accordance with section 20-254(h), by the fair market value of water per acre-foot.

Section 11. Section 20-257 shall be amended to read as follows:

**Sec. 20-257. Exception for large parcel single-family residential.**

- (a) The water rights dedication and cash-in-lieu fee requirements set forth in sections 20-254 through 20-256 shall not apply to applications for water service to a large parcel single-family residential ~~development~~lot, defined as a parcel, of property exceeding one acre that contains only one detached single-family residence.
- (b) All applicants for water service to a large parcel single-family residential ~~development~~lot shall dedicate raw water and, if the applicant cannot dedicate raw water, furnish to the city the applicable cash-in-lieu fee in accordance with subsection

(c) in the amount of the water service demand for the subject ~~development~~lot. The water service demand for large parcel single-family residential ~~developments~~lots shall be determined by (i) the total gross acreage, or fraction thereof, of property to which water service will be provided and (ii) the type of landscape as set forth in the landscape water use table in section 20-254(h) above. Landscape plans with more than 75 percent high water use vegetation are assumed to be entirely high water use and shall be calculated as such. Streets, rights-of-way, driveways, sidewalks, outbuildings and any other part of the ~~property~~lot that has been or will be developed shall be included in the calculation of the total gross acreage of property, regardless of whether such areas have been dedicated to public use. The city may, in its sole discretion, exclude area(s) from the total gross acreage, provided that irrigating such area(s) is legally prohibited by plat or deed.

- (c) Any applicant for large parcel single-family residential water service pursuant to this section that cannot satisfy the requirement of subsection (b) through the dedication of water rights shall furnish to the city a cash-in-lieu fee to fulfill all or the remainder of the dedication requirement associated with its request for water service.
- (d) The cash-in-lieu fee for large parcel single-family residential water service pursuant to this section shall be set by resolution of the water and sewer board and calculated as the cash equivalent of the calculated water service demand using the fair market value of water per acre-foot.

Section 12. Section 20-260 shall be amended to read as follows:

**Sec. 20-260. Raw water surcharge and supplemental cash in lieu of raw water; exception.**

- (a) A ~~nonresidential or large multifamily residential~~ customer whose metered water use in a calendar year exceeds its annual allotment shall be required to pay a raw water surcharge on the volume of potable or not-potable water used in excess of such allotment, as set forth in its service commitment agreement.
- (b) Nonresidential and large multi-~~unit~~family residential customers who initiated water service prior to the enactment of the ordinance codified in this section and have not executed a service commitment agreement shall be entitled to an annual allotment in accordance with the raw water dedicated or cash in lieu of raw water it paid upon initiation of service. Any such customer whose metered water use in a calendar year exceeds its annual allotment shall be required to pay a raw water surcharge on the volume of water used in excess of such allotment.
- (c) Large parcel single-family residential customers shall be entitled to an annual allotment equal to the water service demand calculated in accordance with section 20-257. Any such customer whose metered water use in a calendar year exceeds its annual allotment shall be required to pay a raw water surcharge on the volume of water used in excess of such allotment.
- (d) The raw water surcharge applicable to customers pursuant to this section shall be set by resolution of the water and sewer board. Any customer whose metered water use in a

calendar year exceeds its annual allotment may also furnish to the city a separate supplemental cash-in-lieu fee to increase its annual allotment. ~~Any~~ Any such supplemental cash-in-lieu fee shall be calculated using the fair market value of water per acre-foot, as set by the water and sewer board and in place when the raw water surcharge payment is due and payable, and shall result in a corresponding increase to the annual allotment for that customer, whether as determined in accordance with this section or as set forth in its service commitment agreement.

- (e) Any ~~nonresidential, large multifamily residential, or large parcel single-family residential~~ customer who initiates or modifies its water service after the enactment of the ordinance codified in this section and whose metered water use in a calendar year exceeds the annual allotment set forth in its service commitment agreement in any two consecutive calendar years shall be required to pay a supplemental cash-in-lieu fee to increase its annual allotment in the amount of the average volume of water used above the annual allotment over the two consecutive calendar years, as described in subsection (d) of this section.
- (f) Any customer whose metered water use during its first full calendar year of water service exceeds its annual allotment shall be exempt from the raw water surcharge and supplemental cash-in-lieu fee requirements of this section for that first year only.

Section 13. Section 20-262 shall be amended to read as follows:

**Sec. 20-262. Plant investment fees for water service; inside and outside the city.**

- (a) All applicants for water service, whether inside or outside the city limits, shall furnish to the city a water plant investment fee based on the diameter of the potable water tap as a prerequisite to, and as a part of the consideration for, city water service to the subject property. The water plant investment fee shall be the minimum amount set by resolution of the water and sewer board, unless subsequently increased by resolution of the city council. The diameter of a service line water tap installed for fire suppression purposes shall not be considered when calculating plant investment fees due pursuant to this section.
- (b) Upon approval of the director of water and sewer, plant investment fees may be based on the volume of a customer's annual allotment rather than the diameter of the potable water tap. When the director of water and sewer authorizes a plant investment fee based on the volume of a customer's annual allotment, then the schedule of tap fees set by resolution of the water and sewer board shall be applied in accordance with the size of service line.
- (c) The plant investment fee associated with a request for water service shall be reduced by up to fifty (50) percent for the following residential lot types to which separate and additional landscape irrigation taps and service lines are installed and non-potable water service is provided. Reductions are not aggregated for the installation of both common space and house-to-house non-potable water service.

Plant Investment Fee Reduction Percentages			
<u>Residential Building Type</u>	<u>Lot Size</u>	<u>Common Space Non-Potable</u>	<u>House to House Non-Potable</u>
<u>Row House</u>	<u>&gt;1,000 s.f.</u>	<u>50%</u>	<u>N/A</u>
<u>Detached House (Small Format)</u>	<u>1,500-3,000 s.f.</u>	<u>50%</u>	<u>50%</u>
<u>Detached or Multi-Unit House (Small Lot)</u>	<u>3,000-4,500 s.f.</u>	<u>40%</u>	<u>50%</u>
<u>Detached or Multi-Unit House (Medium Lot)</u>	<u>4,500-6,000 s.f.</u>	<u>30%</u>	<u>50%</u>
<u>Detached or Multi-Unit House (Standard Lot)</u>	<u>6,000-13,000 s.f.</u>	<u>25%</u>	<u>50%</u>
<u>Detached House (Estate Lot)</u>	<u>&gt;13,000 s.f.</u>	<u>N/A</u>	<u>50%</u>

Section 14. Section 20-263 shall be amended to read as follows:

**Sec. 20-263. Installation costs for water service.**

- (a) In addition to the water plant investment fee requirement set forth in section 20-262, an applicant for water service shall pay for all meters, labor and other materials required to tap the potable and non-potable water systems main, to install service pipes, and to trench and repair the street, as such costs are determined by the director of water and sewer.
- (b) All costs shall be paid by the applicant in advance of such work and no later than the time at which a building permit is issued by the city for the subject property.

Section 15. Section 20-264 shall be amended to read as follows:

**Sec. 20-264. Water plant investment fee credits and exchange; renovations.**

- (a) Any customer that seeks to abandon an existing potable water tap in favor of a smaller or larger tap to serve the same property shall be entitled to a credit against the water plant investment fee requirement set forth in section 20-262. ~~Such~~ Such credit shall be equal to the then current plant investment fee value associated with the abandoned tap but shall not include credit for any fire flow diameter associated with the abandoned tap. Any credit issued for an abandoned tap pursuant to this section shall not exceed the water plant investment fee due and payable for the replacement tap; the city shall not be required to provide cash refunds for any such credit.
- (b) Any tap abandoned pursuant to this section shall be turned off at the main, and the costs associated with turning off the abandoned tap shall be borne by the person or entity requesting the change of service.
- (c) Any customer that renovates one or more residential units that were constructed prior to January 20, 1959, and is accordingly required to replace an existing tap that serves

such residential units to comply with the current minimum tap size requirements established by the water and sewer board shall not be required to furnish an additional water plant investment fee if the renovation does not increase the number or size of the residential units, and the use of the subject property is not changed.

Section 16. Chapter 6 (Irrigation) of Title 20 (Public Works and Utilities) shall be stricken in its entirety, and the reserved Sections thereof renumbered and amended to read as follows:

**CHAPTER 6. IRRIGATION**

**~~Sec. 20-701. Regulation of irrigation water.~~**

~~In order to secure an equitable distribution of irrigation water among the irrigation water consumers, the director of water and sewer and his deputy or deputies shall, under the direction of the city manager, regulate the distribution of irrigation water to all the lots and parcels of land within the limits of the city.~~

**~~Sec. 20-702. Control of headgates.~~**

~~The headgates of city laterals from Canal No. 3, together with the headgates of sublaterals whereby water is drawn from such canals or laterals, shall be controlled only by the director of water and sewer or his deputies on his order.~~

**~~Sec. 20-703. Water levels and checks.~~**

~~The director of water and sewer shall, at all points where it may be found necessary, establish and maintain such water levels and checks as shall ensure to all private parties and to all sublaterals an equitable supply of irrigation water, at a minimum head, with the present established grade of the ditches of the city.~~

**~~Sec. 20-704. Interference unlawful.~~**

~~It is unlawful for any person to open any gate or gates or otherwise break and destroy any gate or check or cutting of any of the banks of the ditches, to obstruct the free flow of water by check or otherwise, to willfully allow gates in such ditches to be open and to run water thereby upon their own land or upon any street, alley or public grounds of this city, or in any other way to interfere with the regulations of the director of water and sewer or the provisions of this chapter.~~

**~~Sec. 20-705. Irrigation rates fixed by water and sewer board.~~**

~~Irrigation water rates shall be the minimum rate as approved by the water and sewer board, unless increased by resolution of the city council.~~

**~~Sec. 20-706. Payment due date; nonpayment.~~**

~~It shall be the duty of the director of finance to collect such tax from all irrigation water consumers before April 20 in each and every year, and all irrigation water consumers~~

~~neglecting or refusing to pay such tax on or before such date shall, until such tax is paid, be deprived of irrigation water by the director of water and sewer, whose duty it shall be to stop the supply of irrigation water to all lots or parcels of land on which the tax is unpaid on such day.~~

**Secs. 20-7017 - 20-725. Reserved.**



## **Non-Potable Water Supply Program Policies November, 2021**

### Non-Potable Supply Required

For residential developments only, the development shall use non-potable water for irrigation of:

- Common spaces unless the residential development has less than 2 acres of irrigated common space
- Individual lots unless the lot size is less than 13,000 square feet

For commercial or industrial developments only, the development shall use non-potable water for irrigation unless the commercial or industrial development has less than 2 acres of common space irrigation

For developments that are not feasible to immediately connect to the City's non-potable system, but that the City has identified as being feasible for non-potable service, all non-potable piping shall be installed to allow for non-potable use when non-potable service is available. Land will be identified and set aside for the installation of any additional non-potable infrastructure, such as pump stations, if required by the Water & Sewer Director or designee for building out the City's non-potable system.

In unique circumstances, new development projects may be able to demonstrate that engineering limitations make including infrastructure for non-potable irrigation water infeasible. The feasibility evaluation and all calculations must be provided to the Water & Sewer Director or designee and the Department's Chief Engineer for review and consideration of approval in order to waive the requirement. Any such waiver of the requirement shall be based upon engineering feasibility limitations.

### Cash-In-Lieu (CIL)

Non-potable CIL is equal to potable CIL. Raw water credits associated with Terry Ranch can be used to pay for non-potable raw water requirements

- New single-family residential non-potable raw water requirements are calculated on the pervious area of the lot and the lot size minus the footprint of the house and other impervious areas. The development's association or Metro District will be served by master meters as determined by Greeley Water and Sewer.

### Cost of Connection & Cost Sharing

The cost of developing non-potable infrastructure shall be borne by the developer.

- Furthermore, the City, at the discretion of the Water and Sewer Director or designee, shall pay to upsize non-potable facilities in cases when the non-potable system can be used to serve more areas than a single development.
- No non-potable Plant Investment Fees (PIF) will be charged

Potable PIFs will be reduced by the following percentages for Single Family or Multi-Unit lots where non-potable is installed (PIF reductions are not cumulative. Only the PIF reduction in the “Non-Potable House to House” column applies if house to house non-potable is installed)

Residential Building Type	Lot Size	Non-Potable in Common Area	Non-Potable House to House
Row House	>1,000 s.f.	50%	N/A
Detached House-Small Format	1,500-3,000 s.f.	50%	50%
Detached or Multi-Unit House-Small Lot	3,000-4,500 s.f.	40%	50%
Detached or Multi-Unit House-Medium Lot	4,500-6,000 s.f.	30%	50%
Detached or Multi-Unit House-Standard Lot	6,000-13,000 s.f.	25%	50%
Detached House-Estate Lot	>13,000 s.f.	N/A	50%

#### Water Budget

All newly installed non-potable accounts shall be assigned a Water Budget.

#### Drought Restrictions

During times of drought declaration, non-potable developments will be subject to the same watering restrictions and surcharges as potable, Water Budget accounts.

#### Public Ownership of Non-Potable Systems

No private ownership of non-potable systems in new development is allowed. The public ownership of the non-potable system applies to the curb stop for non-potable service, similar to the treated water system.

#### Shoulder Season Taps

The City shall furnish, without raw water fees or PIFs, potable water taps to supply the non-potable irrigation system during times when the non-potable supply is unavailable (i.e., early spring and late fall shoulder seasons). Shoulder taps will be removed or retired from service if the non-potable system is expanded to serve shoulder seasons. Shoulder season taps are generally provided for parks, housing associations and Metro Districts, and large commercial customers. It is not intended for residential use.

- If potable water is used during periods when non-potable supplies are available, the potable supplies will be subject to the potable raw water surcharge.

Water Rates

Each non-potable system is provided a tiered annual water budget. (Implemented when new utility billing software is live.)

- Water tier volumes for non-potable systems will be the same as the potable water budget program.
  - Water Budget tier = up to 100% of water budget
  - Inefficient Use tier = 101%-130% of water budget
  - Excessive Use tier = 131%-150% of water budget
  - Unsustainable Use tier = >150% of water budget
  
- Tiered rates for use of non-potable water supplies will be 70% of the residential water budget rates, which are determined annually by the Water & Sewer Board.

Raw Water Dedication

Type of Water Use*	Vegetation Type
High Water Use	Bluegrass, Turf, Annuals, Willow Trees, etc.
Medium Water Use	Drip Irrigation, Fruit Trees, Common Ornamentals, etc.
Low Water Use	Native Plants, Succulents, Drought Tolerant Plants, etc.
*Refer to water use information for plant watering needs from “Greeley WaterWise Landscaping Criteria”	

Type of Water Use	Dedication Requirement
High Water Use	3.0 acre feet/acre
Medium Water Use	2.3 acre feet/acre
Low Water Use	1.6 acre feet/acre

- A service commitment will be recorded with the Weld County Clerk and Recorder that specifies the volume of raw water dedicated (or paid through cash-in-lieu) for the non-potable water use.
  - Because the establishment of landscaping may require extra watering, exceeding the service commitment during the first full calendar year of water service for the new non-potable customer will not be considered as an overage and no raw water surcharge payment will be due.
- If water use for a new non-potable customer exceeds its service commitment in any calendar year, the owner will be required to pay a raw water surcharge for the volume of water exceeding the service commitment.
- If water use in a new non-potable customer exceeds its service commitment in any two consecutive years, the owner will be required to purchase additional water through a Cash-in-Lieu payment.
  - The Cash-in-Lieu payment will be for the two-year average volume of water used above the service commitment.
  - Service commitment pricing is based on the current Cash-in-Lieu of water prices for Greeley.

# Amend Title 20 Non-Potable Development Policy

City Council | December 7, 2021

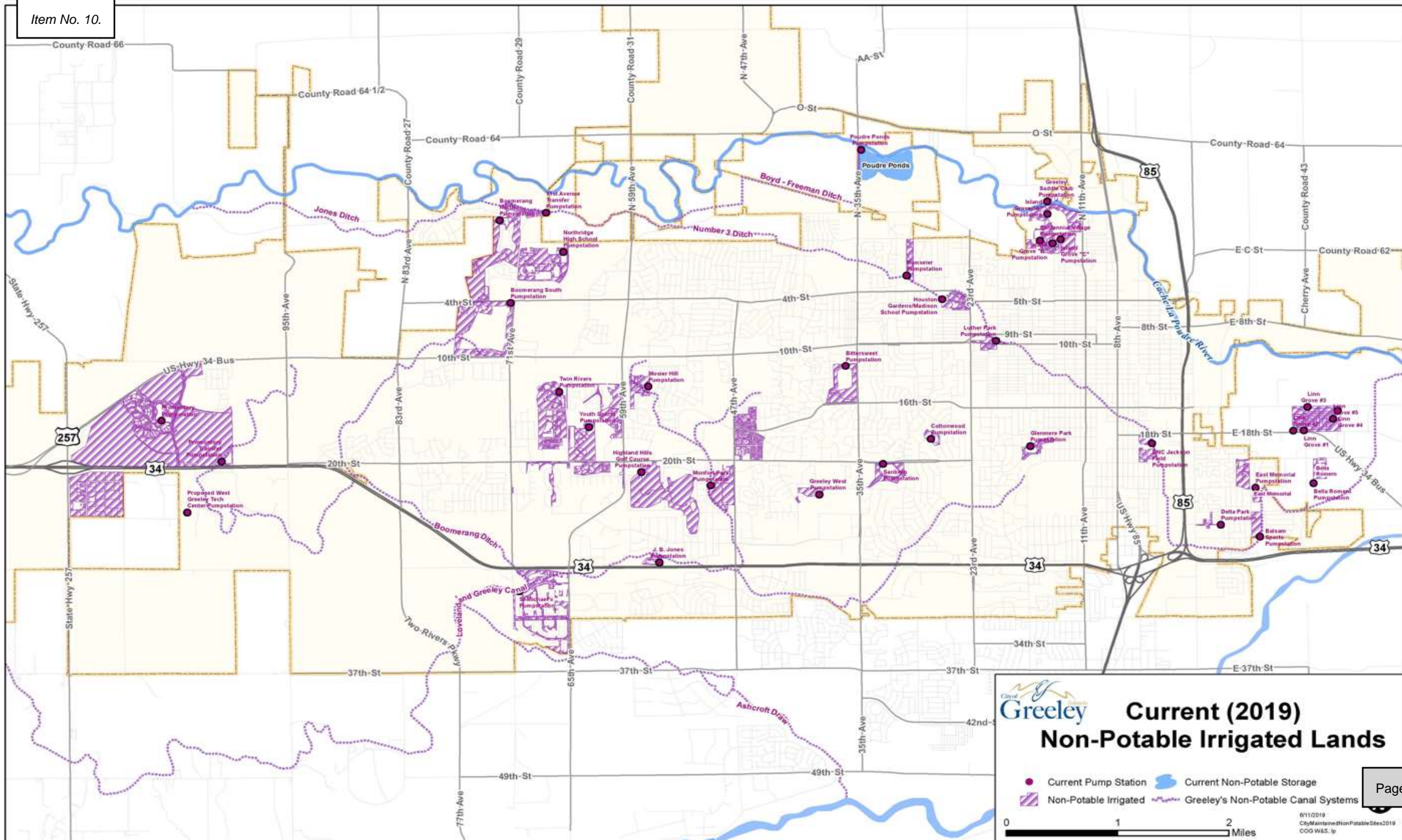


# Water Development Policy Refinement

- **Non-potable policy changes a part of the ongoing effort to “right size” fees and requirements related to water**
  - **Changed raw water dedication requirements to exclude non-irrigated outlots (2016)**
  - **Changed the calculation for cash-in-lieu to water portfolio value & storage (2018)**
  - **Changed the multi-family PIF to be based on meter size rather than units (2018)**
  - **Changed the yields of Greeley Loveland Irrigation Company, 7 Lakes, and Lake Loveland shares to firm yields rather than average (2019)**
  - **Revised raw water requirements for multi-family and non-residential (2019)**
  - **Only accept Greeley Irrigation Company shares for non-potable (2020)**

# Background and Need

- **Current non-potable system**
  - **31 pump stations, 10 wells and 90,000 feet of pipe**
  - **Primarily serves city-owned properties (parks, golf courses, and cemeteries), with some adjacent private customers**
  - **Constructed by city to reduce peak treatment demands in late 1990s and 2000s**
  - **Supply source: Untreated raw water**
    - **Many of these water rights cannot be treated at water treatment plants**



**Greeley** Current (2019)  
Non-Potable Irrigated Lands

● Current Pump Station     ■ Current Non-Potable Storage  
 Non-Potable Irrigated     - - - - - Greeley's Non-Potable Canal Systems

0 1 2 Miles

6/11/2019  
City of Greeley  
COG W&S, LP



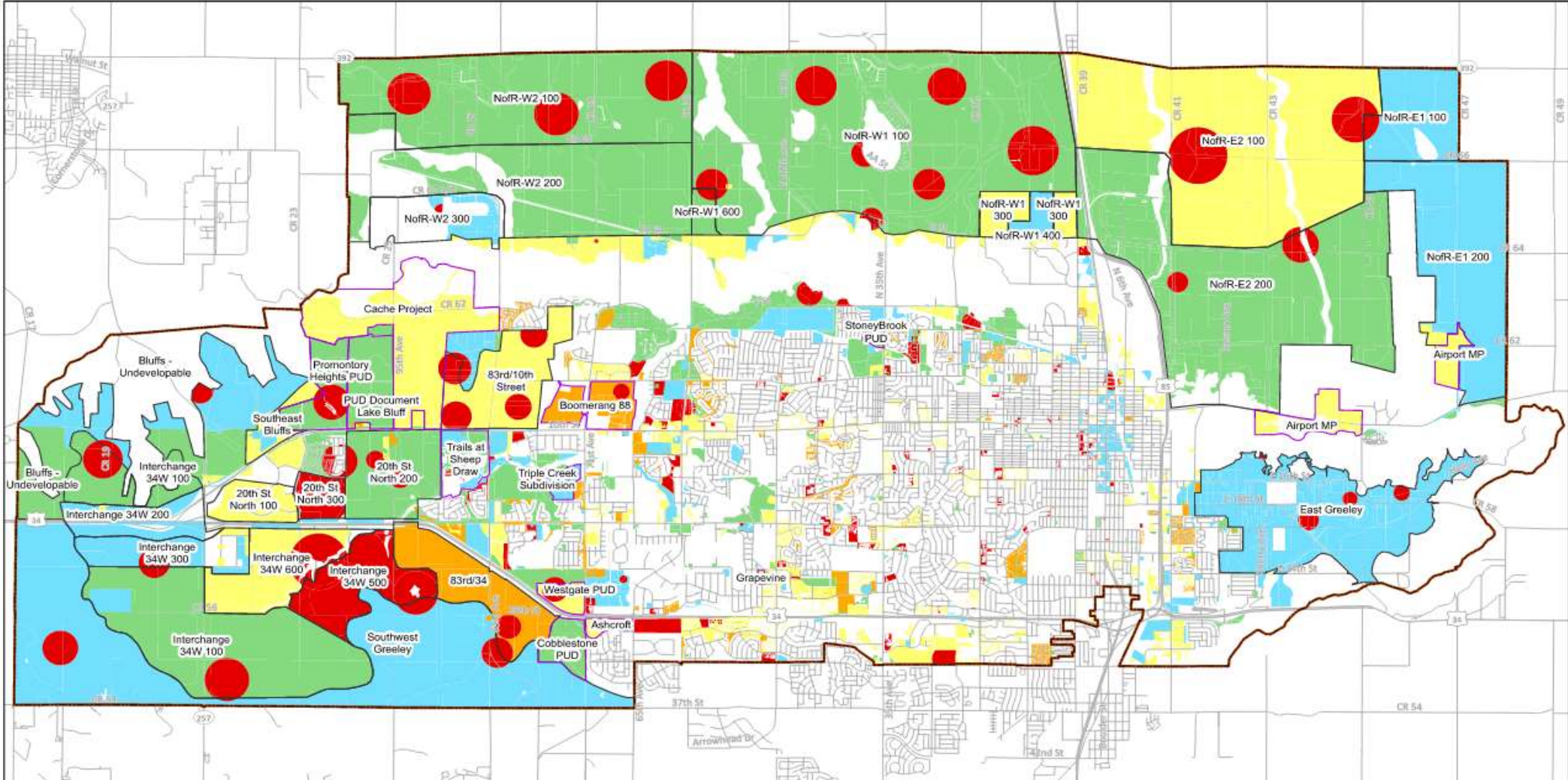
# Background and Need





- **Potable water prices are rapidly escalating. Non-potable water sources are \$25,000 to \$40,000 cheaper per acre-foot**
- **Non-potable is used (required) elsewhere in Northern Colorado because the economics work**
- **Need non-potable supply to meet Greeley's long term water demand**
  - **Current NP demand: 2,500 AF**
  - **Master Plan volume: ~7,000 AF**
- **New policy needed to expand non-potable adoption**





# New Non-Potable Potential



  November 12, 2020	<b>Legend</b> LREGA Tier 1 (PUDs) Tier 2 (Comprehensive Plan)	<b>NP Water Parcels</b> Density (gpd/ac) <250 gpd/ac 250 - 500 gpd/ac 500 - 750 gpd/ac 750 - 1,000 gpd/ac >1,000 gpd/ac	 	City of Greeley Demand Density (Peak Month, Buildout) Figure 6 Greeley Non-Potable Water System Master Plan
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# Non-Potable Development Policy Goals

- **Cost-effectively facilitate the expansion of the non-potable system as development occurs**
  - **Installing non-potable infrastructure during development cheaper and more effective than retrofitting**
  - **Rate payers benefit from less potable infrastructure investment and less potable supplies purchased**
    - **Non-potable customers pay lower rates for their use**
  - **Developers benefit from less raw water and plant investment fee cost escalation**

# Policy Details

- **Non-Potable is mandatory**
  - **For all developments with > 2 acres of irrigated common area**
  - **House to house if lot size > 13,000 square feet**
- **No non-potable plant investment fees**
- **Acceptance of water sources historically used to irrigate developed area**

# Policy Details

- **Developer installs non-potable infrastructure**
- **Reduce potable plant investment fees by varying percentages, depending on size of lot and how much non-potable installed**
- **Aligned the policy with the Development Code update**
- **Most common solution in the region**
  - **Windsor, ELCO, North Weld, Evans, and Brighton all reduce potable PIFs (varying percentages) if a non-potable system is installed**

# Policy Details – PIF Reduction

<b>Residential Building Type</b>	<b>Lot Size</b>	<b>Non-Potable in Common Area</b>	<b>Non-Potable House to House</b>
Row House	>1,000 s.f.	50%	N/A
Detached House - Small Format	1,500-3,000 s.f.	50%	50%
Detached or Multi-Unit House - Small Lot	3,000-4,500 s.f.	40%	50%
Detached or Multi-Unit House - Medium Lot	4,500-6,000 s.f.	30%	50%
Detached or Multi-Unit House - Standard Lot	6,000-13,000 s.f.	25%	50%
Detached House-Estate Lot	>13,000 s.f.	N/A	50%

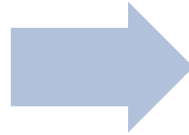
**\*Reductions are not cumulative**



# Process Timeline

**November  
2020-June**

- **Policy Discussion - WS Board**
- **Community Development Engagement**



**July-  
September**

- **Builder/Developer Workshop (7/19)**
- **Planning Commission (8/24 & 9/14)**



**November-  
January 2022**

- **WS Board Recommended to City Council (11/17)**
- **City Council Consideration of Ordinance (12/7 & 1/18)**

# Questions?



# Council Agenda Summary

December 7, 2021

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 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County ("McWilliams Farm")

**Summary:**

In 2016, the City of Greeley purchased a 133 +/- acre farm in Weld County, (known internally as the "McWilliams Farm"). The land was part of the 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 McWilliams 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. In 2021, the City negotiated a purchase offer for the McWilliams Farm for \$800,000 or \$6,000 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 leaseback of the one-half share of WSSC Water Rights to the buyer are part of the agreement.

The Water and Sewer Board authorized the sale at its November 17, 2021 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?	\$800,000
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:**

Pursuant to Section 17-4(c) of the City Charter, City Council must approve the sale or exchange of land authorized by the Water and Sewer Board. The City Council has the authority, by ordinance, to approve the sale of real property that is not being used for governmental purpose.



**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 January 4, 2022.

**Attachments:**

Draft Ordinance  
Purchase Contract and Exhibits A-C  
Presentation

**CITY OF GREELEY, COLORADO  
ORDINANCE NO. \_\_\_\_\_, 2022**

**AN ORDINANCE AUTHORIZING THE SALE OF CITY-OWNED PROPERTY LOCATED IN THE  
SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 66 WEST OF THE 6<sup>TH</sup> P.M.  
IN WELD COUNTY, COLORADO, KNOWN AS THE McWILLIAMS FARM**

WHEREAS, in 2016, the City of Greeley, acting by and through its Water and Sewer Board, purchased property known as the McWilliams Farm, more particularly described as Lot D of Recorded Exemption 0707-16-04 RECX15-0084, according to the map recorded October 21, 2015 at Reception No. 4151984, being a part of the SE 1/4 of Section 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado, also known as Parcel No. 070716400004 and consisting of approximately 135.04 acres; and

WHEREAS, since acquiring the McWilliams Farm, the City has leased the land, along with associated Water Supply and Storage Company ("WSSC") water rights, to a tenant farmer in order to sustain historical use of the water rights on the McWilliams Farm; and

WHEREAS, the City recently received an offer to purchase the McWilliams Farm and its appurtenances, but not the associated WSSC water rights; and

WHEREAS, the City will continue to lease the WSSC water rights for use on the McWilliams Farm for a limited period of time; and

WHEREAS, on November 17, 2021, the Water and Sewer Board met and approved the offer and recommended City Council authorize the sale; and

WHEREAS, pursuant to Section 17-4(C) of the City Charter, any sale of real property by the Water and Sewer Board requires approval by City Council; and

WHEREAS, the City Council has determined that the sale of the McWilliams Farm and its appurtenances to 3T, LLC ("Buyer") serves the best interests of the City of Greeley.

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

Section 1. The Greeley City Council determines that the McWilliams Farm and its appurtenances, are not being held or used for a governmental purpose, are surplus property and appurtenances, and are unnecessary to retain for any governmental or non-governmental purpose.

Section 2. The Greeley City Council authorizes the sale of the McWilliams Farm and its appurtenances, in accordance with the terms and conditions of the Contract to Buy and Sell Real Estate (Land) ("Contract"), attached hereto and incorporated herein as Appendix A, and authorizes the Mayor to execute the same.

Section 3. The Greeley City Council authorizes the Director of the Water and Sewer Department, or his designee, to make non-substantive amendments to the Contract,

including the extension of deadlines and description of the property; to amend or terminate in-part the farm lease agreement, in accordance with the Contract; to enter into a new irrigation water lease agreement for the WSSC water rights, in accordance with the Contract; and to execute all documents necessary to close on the Contract.

Section 4. Upon the satisfaction of all Contract terms, and any amendments thereto, the Greeley City Council authorizes: the Mayor to execute the deed conveying the McWilliams Farm to the Buyer; the Director of the Water and Sewer Department, or his designee, to execute any documents necessary to convey the McWilliams Farm appurtenances to Buyer; and the Director of the Water and Sewer Department, or his designee, to do each and every thing necessary and proper to close on the Contract.

Section 5. 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**

Item No. 11.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-5-19) (Mandatory 7-19)

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

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

Date:

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. 31, LLC, a Colorado Limited Liability Company (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, a home rule municipality (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: Lot D of Recorded Exemption 0707-16-04 RECX15-0084, according to the map recorded October 21, 2015 at Reception No. 4151984, being a part of the SE 1/4 of Section 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado; also known as Parcel No. 070716400004 and consisting of approximately 135.04 acres.

known as No. 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:

- Zimmatic™ brand center pivot irrigation system and associated pump and pond infrastructure

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. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except See Exhibit A. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

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

See Exhibit A

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

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

None

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

Item No. 11.

53  **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~~  
 54 ~~and 2.7.5, will be transferred to Buyer at Closing:~~

55 None

56  
 57  
 58  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
 59 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,  
 60 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
 61 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
 62 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
 63 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
 64 11472-1.

65  **2.7.4. Water Stock Certificates.** ~~The water stock certificates to be transferred at Closing are as follows:~~

66 None

67  
 68  
 69 **2.7.5. Water and Sewer Taps.** ~~The parties agree that water and sewer taps listed below for the Property are being~~  
 70 ~~conveyed as part of the Purchase Price as follows:~~

71 None

72  
 73  
 74 ~~If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of~~  
 75 ~~the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.~~

76 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),  
 77 § 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  
 78 Buyer by executing the applicable legal instrument at Closing.

79 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

80 N/A

81  
 82  
 83 **3. DATES, DEADLINES AND APPLICABILITY.**

84 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	7 days after MEC
		<b>Title</b>	
2	§ 8.1, 8.4	Record Title Deadline	14 days after MEC
3	§ 8.2, 8.4	Record Title Objection Deadline	21 Days after MEC
4	§ 8.3	Off-Record Title Deadline	14 days after MEC
5	§ 8.3	Off-Record Title Objection Deadline	21 days after MEC
6	§ 8.5	Title Resolution Deadline	42 days after MEC
7	§ 8.6	<del>Right of First Refusal Deadline</del>	n/a
		<b>Owners' Association</b>	
8	§ 7.2	<del>Association Documents Deadline</del>	n/a
9	§ 7.4	<del>Association Documents Termination Deadline</del>	n/a
		<b>Seller's Disclosures</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	14 days after MEC
11	§ 10.10	<del>Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)</del>	n/a
		<b>Loan and Credit</b>	
12	§ 5.1	New Loan Application Deadline	21 days after MEC
13	§ 5.2	New Loan Termination Deadline	77 days after MEC
14	§ 5.3	<del>Buyer's Credit Information Deadline</del>	n/a
15	§ 5.3	<del>Disapproval of Buyer's Credit Information Deadline</del>	n/a
16	§ 5.4	<del>Existing Loan Deadline</del>	n/a
17	§ 5.4	<del>Existing Loan Termination Deadline</del>	n/a

Item No. 11.

18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
		<b>Appraisal</b>	
20	§ 6.2	Appraisal Deadline	28 days after MEC
21	§ 6.2	Appraisal Objection Deadline	63 days after MEC
22	§ 6.2	Appraisal Resolution Deadline	91 days after MEC
		<b>Survey</b>	
23	§ 9.1	New ILC or New Survey Deadline	n/a
24	§ 9.3	New ILC or New Survey Objection Deadline	n/a
25	§ 9.3	New ILC or New Survey Resolution Deadline	n/a
		<b>Inspection and Due Diligence</b>	
26	§ 10.3	Inspection Objection Deadline	91 days after MEC
27	§ 10.3	Inspection Termination Deadline	112 days after MEC
28	§ 10.3	Inspection Resolution Deadline	119 days after MEC
29	§ 10.5	Property Insurance Termination Deadline	42 days after MEC
30	§ 10.6	Due Diligence Documents Delivery Deadline	14 days after MEC
31	§ 10.6	Due Diligence Documents Objection Deadline	21 days after MEC
32	§ 10.6	Due Diligence Documents Resolution Deadline	42 days after MEC
33	§ 10.6	Environmental Inspection Termination Deadline	42 days after MEC
34	§ 10.6	ADA Evaluation Termination Deadline	n/a
35	§ 10.7	Conditional Sale Deadline	n/a
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
37	§ 11.1,11.2	Estoppel Statements Deadline	n/a
38	§ 11.3	Estoppel Statements Termination Deadline	n/a
		<b>Closing and Possession</b>	
39	§ 12.3	Closing Date	119 days after MEC or as agreed upon in writing
40	§ 17	Possession Date	Closing Date
41	§ 17	Possession Time	12:00 p.m. or as agreed upon in writing
42	§ 28	<b>Acceptance Deadline Date</b>	n/a
43	§ 28	<b>Acceptance Deadline Time</b>	n/a

85 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline  
86 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline  
87 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains  
88 a selection of "None", such provision means that "None" applies.

89 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

90 **4. PURCHASE PRICE AND TERMS.**

91 **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	\$ 800,000	
2	§ 4.3	Earnest Money		\$ 15,000
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ 785,000
10		<b>TOTAL</b>	\$ 800,000	\$ 800,000

92 **4.2. Seller Concession.** ~~At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller~~  
93 ~~Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender~~  
94 ~~and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller~~

95 ~~Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any~~  
 96 ~~other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer~~  
 97 ~~elsewhere in this Contract.~~

98 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a \_\_\_\_\_ check or money order \_\_\_\_\_, will be  
 99 payable to and held by \_\_\_\_\_ Land Title Guarantee Co., 4617 W 20th. St., Unit B, Greeley, CO 80634 \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
 100 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree  
 101 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the  
 102 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to  
 103 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
 104 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest  
 105 Money Holder in this transaction will be transferred to such fund.

106 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
 107 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

108 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the  
 109 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in  
 110 § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller  
 111 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form),  
 112 within three days of Seller's receipt of such form.

113 **4.4. Form of Funds; Time of Payment; Available Funds.**

114 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
 115 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
 116 check, savings and loan teller's check and cashier's check (Good Funds).

117 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be  
 118 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing  
 119 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  
 120  **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing  
 121 in § 4.1.

122 **4.5. New Loan.**

123 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,  
 124 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

125 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
 126 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional  
 127 Provisions).

128 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
 129  **Conventional**  **Other** \_\_\_\_\_.

130 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance  
 131 set forth in § 4.1 (Price and Terms), presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
 132 presently at the rate of \_\_\_\_\_ % per annum and also including escrow for the following as indicated:  **Real Estate Taxes**   
 133 **Property Insurance Premium** and  \_\_\_\_\_.

134 ~~Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate will~~  
 135 ~~not exceed \_\_\_\_\_ % per annum and the new payment will not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and~~  
 136 ~~interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which~~  
 137 ~~causes the amount of cash required from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, or if any other terms or~~  
 138 ~~provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.~~

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

143 **4.7. Seller or Private Financing.**

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

148 ~~**4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  **Buyer**~~  
 149  ~~**Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or**~~  
 150 ~~**Private Financing Deadline**.~~

151 ~~**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon~~  
 152 ~~Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and~~



153 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before ~~Seller or Private Financing Deadline~~, if such  
154 Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

155 ~~4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
156 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
157 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before Seller  
158 or Private Financing Deadline, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.~~

159 

<b>TRANSACTION PROVISIONS</b>
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160 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

161 **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  
162 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
163 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

164 **5.2. New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional  
165 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its  
166 availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right  
167 to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's  
168 sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised  
169 Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT  
170 TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE  
171 NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

172 ~~5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
173 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective  
174 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information  
175 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents  
176 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller  
177 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  
178 Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If  
179 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to  
180 Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.~~

181 ~~5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
182 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,  
183 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to  
184 Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan  
185 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
186 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's  
187 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right  
188 to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under  
189 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.~~

190 **6. APPRAISAL PROVISIONS.**

191 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
192 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
193 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
194 valued at the Appraised Value.

195 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth  
196 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

197 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
198 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal  
199 Objection Deadline**, notwithstanding § 8.3 or § 13:

200 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
201 or

202 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
203 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

204 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal  
205 Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution  
206 Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
207 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.



208 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
209 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond  
210 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's  
211 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy  
212 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is  
213 waived in writing by Buyer.

214 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  
215  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
216 agent or all three.

217 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and  
218 subject to the declaration (Association).

219 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**  
220 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**  
221 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**  
222 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**  
223 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**  
224 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**  
225 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**  
226 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**  
227 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**  
228 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**  
229 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**  
230 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**  
231 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**  
232 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**  
233 **ASSOCIATION.**

234 ~~**7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),~~  
235 ~~at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association~~  
236 ~~Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt~~  
237 ~~of the Association Documents, regardless of who provides such documents.~~

238 ~~**7.3. Association Documents.** Association documents (Association Documents) consist of the following:~~

239 ~~**7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,~~  
240 ~~rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,~~  
241 ~~C.R.S.;~~

242 ~~**7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;~~  
243 ~~such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual~~  
244 ~~Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding~~  
245 ~~minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and~~

246 ~~**7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,~~  
247 ~~but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must~~  
248 ~~include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed~~  
249 ~~(Association Insurance Documents);~~

250 ~~**7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as~~  
251 ~~disclosed in the Association's last Annual Disclosure;~~

252 ~~**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget~~  
253 ~~for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for~~  
254 ~~the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent~~  
255 ~~available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the~~  
256 ~~Association's community association manager or Association will charge in connection with the Closing including, but not limited~~  
257 ~~to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for~~  
258 ~~the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of~~  
259 ~~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~~  
260 ~~7.3.5, collectively, Financial Documents);~~

261 ~~**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,~~  
262 ~~C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction~~  
263 ~~Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2~~

264 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
265 elements or limited common elements of the Association property.

266 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
267 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any  
268 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
269 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to  
270 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
271 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
272 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
273 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
274 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

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

276 **8.1. Evidence of Record Title.**

277  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company  
278 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer,  
279 a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this  
280 box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and  
281 delivered to Buyer as soon as practicable at or after Closing.

282  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company  
283 to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a  
284 current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

285 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

286 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner's  
287 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard  
288 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,  
289 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid  
290 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be  
291 paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** N/A.  
292 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
293 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
294 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
295 § 8.5 (Right to Object to Title, Resolution).

296 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
297 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
298 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
299 Documents).

300 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
301 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
302 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
303 party or parties obligated to pay for the owner's title insurance policy.

304 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
305 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

306 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
307 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
308 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
309 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
310 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
311 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
312 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  
313 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
314 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
315 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to  
316 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence  
317 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline  
318 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents  
319 as satisfactory.

320 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
321 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

322 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of  
 323 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section  
 324 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to  
 325 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line  
 326 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether  
 327 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's  
 328 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter  
 329 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer  
 330 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant  
 331 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,  
 332 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified  
 333 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which  
 334 Buyer has actual knowledge.

335 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
 336 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**  
 337 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**  
 338 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**  
 339 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**  
 340 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**  
 341 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**  
 342 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**  
 343 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
 344 **RECORDER, OR THE COUNTY ASSESSOR.**

345 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)  
 346 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such  
 347 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**  
 348 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the  
 349 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's  
 350 inclusion in a special taxing district as unsatisfactory to Buyer.

351 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters  
 352 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer  
 353 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

354 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
 355 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
 356 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
 357 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
 358 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
 359 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4  
 360 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days  
 361 after Buyer's receipt of the applicable documents; or

362 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before  
 363 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

364 ~~**8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve~~  
 365 ~~this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right~~  
 366 ~~of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the~~  
 367 ~~right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.~~  
 368 ~~Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this~~  
 369 ~~Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.~~

370 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
 371 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
 372 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
 373 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
 374 laws and governmental regulations concerning land use, development and environmental matters.

375 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
 376 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**  
 377 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
 378 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
 379 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**



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380 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,  
381 GAS OR WATER.

382 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO  
383 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A  
384 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND  
385 RECORDER.

386 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT  
387 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION  
388 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING  
389 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

390 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL  
391 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING  
392 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL  
393 AND GAS CONSERVATION COMMISSION.

394 8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or  
395 not covered by the owner’s title insurance policy.

396 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are  
397 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

398 9. ~~NEW ILC, NEW SURVEY.~~

399 9.1. ~~New ILC or New Survey.~~ If the box is checked, a: 1)  ~~New Improvement Location Certificate (New ILC); or,~~  
400 2)  ~~New Survey~~ in the form of \_\_\_\_\_; is required and the following will apply:

401 9.1.1. ~~Ordering of New ILC or New Survey.~~  ~~Seller~~  ~~Buyer~~ will order the New ILC or New Survey. The  
402 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  
403 after the date of this Contract.

404 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  
405 Closing, by:  ~~Seller~~  ~~Buyer~~ or:

406  
407  
408 9.1.3. ~~Delivery of New ILC or New Survey.~~ Buyer, Seller, the issuer of the Title Commitment (or the provider of  
409 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before ~~New~~  
410 ~~ILC or New Survey Deadline.~~

411 9.1.4. ~~Certification of New ILC or New Survey.~~ The New ILC or New Survey will be certified by the surveyor  
412 to all those who are to receive the New ILC or New Survey.

413 9.2. ~~Buyer’s Right to Waive or Change New ILC or New Survey Selection.~~ Buyer may select a New ILC or New  
414 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the ~~New ILC or New~~  
415 ~~Survey Objection Deadline.~~ Buyer may, in Buyer’s sole subjective discretion, waive a New ILC or New Survey if done prior to  
416 Seller incurring any cost for the same.

417 9.3. ~~New ILC or New Survey Objection.~~ Buyer has the right to review and object to the New ILC or New Survey. If the  
418 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer  
419 may, on or before ~~New ILC or New Survey Objection Deadline,~~ notwithstanding § 8.3 or § 13:

420 9.3.1. ~~Notice to Terminate.~~ Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

421 9.3.2. ~~New ILC or New Survey Objection.~~ Deliver to Seller a written description of any matter that was to be  
422 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

423 9.3.3. ~~New ILC or New Survey Resolution.~~ If a ~~New ILC or New Survey Objection~~ is received by Seller, on or  
424 before ~~New ILC or New Survey Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on  
425 or before ~~New ILC or New Survey Resolution Deadline,~~ this Contract will terminate on expiration of the ~~New ILC or New~~  
426 ~~Survey Resolution Deadline,~~ unless Seller receives Buyer’s written withdrawal of the New ILC or New Survey Objection before  
427 such termination, i.e., on or before expiration of ~~New ILC or New Survey Resolution Deadline.~~

428 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

429 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF  
430 WATER.

431 10.1. Seller’s Property Disclosure. On or before Seller’s Property Disclosure Deadline, Seller agrees to deliver to Buyer  
432 the most current version of the applicable Colorado Real Estate Commission’s Seller’s Property Disclosure form completed by Seller  
433 to Seller’s actual knowledge and current as of the date of this Contract.

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434 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer  
435 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
436 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely  
437 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller’s new disclosure on the earlier of Closing  
438 or five days after Buyer’s receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that  
439 Seller is conveying the Property to Buyer in an “As Is” condition, “Where Is” and “With All Faults.”

440 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
441 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer’s expense. If (1) the physical  
442 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,  
443 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property  
444 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any  
445 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the  
446 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer’s sole subjective discretion,  
447 Buyer may:

448 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written  
449 description of any unsatisfactory condition that Buyer requires Seller to correct; or

450 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1,  
451 that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**  
452 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

453 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
454 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
455 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer’s written withdrawal of the Inspection  
456 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

457 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
458 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
459 Buyer’s request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
460 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
461 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
462 Work, claim, or lien. This indemnity includes Seller’s right to recover all costs and expenses incurred by Seller to defend against  
463 any such liability, damage, cost or expense, or to enforce this Section, including Seller’s reasonable attorney fees, legal fees and  
464 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed  
465 pursuant to an Inspection Resolution.

466 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for  
467 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**  
468 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer’s sole subjective discretion.

469 **10.6. Due Diligence.**

470 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following  
471 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**  
472 **Delivery Deadline**:

- 473  ~~10.6.1.1. All contracts relating to the operation, maintenance and management of the Property;~~
- 474  ~~10.6.1.2. Property tax bills for the last \_\_\_\_\_ years;~~
- 475  ~~10.6.1.3. As-built construction plans to the Property and the tenant improvements, including architectural,~~  
476 ~~electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now~~  
477 ~~available;~~
- 478  ~~10.6.1.4. A list of all Inclusions to be conveyed to Buyer;~~
- 479  ~~10.6.1.5. Operating statements for the past \_\_\_\_\_ years;~~
- 480  ~~10.6.1.6. A rent roll accurate and correct to the date of this Contract;~~
- 481  **10.6.1.7. All current leases, including any amendments or other occupancy agreements, pertaining to the**  
482 **Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):**

483 no leases will survive Closing; see Exhibit A for Farm Lease Termination

- 485  ~~10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet~~  
486 ~~completed and capital improvement work either scheduled or in process on the date of this Contract;~~
- 487  ~~10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made~~  
488 ~~for the past \_\_\_\_\_ years;~~
- 489  ~~10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered~~  
490 ~~earlier under § 8.3);~~
- 491  ~~10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports,~~  
492 ~~letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or~~

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493 ~~other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's~~  
494 ~~possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;~~

495  ~~10.6.1.12. Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the~~  
496 ~~Property with said Act;~~

497  ~~10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority~~  
498 ~~with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and~~

499  ~~10.6.1.14. Other documents and information;~~

500  
501

502 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence  
503 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,  
504 Buyer may, on or before **Due Diligence Documents Objection Deadline:**

505 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
506 or

507 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
508 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

509 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by  
510 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
511 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**  
512 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
513 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

514 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**  
515 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
516 the Property, in Buyer's sole subjective discretion.

517 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the  
518 Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide  
519  **Phase I Environmental Site Assessment**,  **Phase II Environmental Site Assessment** (compliant with most current version  
520 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or \_\_\_\_\_,  
521 at the expense of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an  
522 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and  
523 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's  
524 tenants' business uses of the Property, if any.

525 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**  
526 **Inspection Termination Deadline** will be extended by <sup>28 days, as will Inspection Resolution Resolution</sup> \_\_\_\_\_ days (Extended Environmental Inspection  
527 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the  
528 **Closing Date** will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase II  
529 Environmental Site Assessment.

530 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the  
531 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended  
532 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
533 subjective discretion.

534 ~~Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any~~  
535 ~~unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.~~

536 ~~**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property~~  
537 ~~owned by Buyer and commonly known as \_\_\_\_\_ Buyer has the Right~~  
538 ~~to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if~~  
539 ~~such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's~~  
540 ~~Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.~~

541 ~~**10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  Does  Does Not~~  
542 ~~acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for~~  
543 ~~the Property.  There is No Well. Buyer  Does  Does Not acknowledge receipt of a copy of the current well permit.~~  
544 ~~**Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**~~  
545 ~~**WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**~~  
546 ~~**DETERMINE THE LONG TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**~~

547 ~~**10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned~~  
548 ~~to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease~~  
549 ~~or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into~~  
550 ~~any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld~~  
551 ~~or delayed.~~

552 **11. ESTOPPEL STATEMENTS.**

553 **11.1. Estoppel Statements Conditions.** ~~Buyer has the right to review and object to any Estoppel Statements. Seller must~~  
 554 ~~request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,~~  
 555 ~~statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)~~  
 556 ~~attached to a copy of the Lease stating:~~

557 ~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~

558 ~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or~~  
 559 ~~amendments;~~

560 ~~11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

561 ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~

562 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~

563 ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~  
 564 ~~demising the premises it describes.~~

565 **11.2. Seller Estoppel Statement.** ~~In the event Seller does not receive from all tenants of the Property a completed signed~~  
 566 ~~Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents~~  
 567 ~~required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.~~

568 **11.3. Estoppel Statements Termination.** ~~Buyer has the Right to Terminate under § 25.1, on or before **Estoppel**~~  
 569 ~~**Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if~~  
 570 ~~Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to~~  
 571 ~~waive any unsatisfactory Estoppel Statement.~~

572 **CLOSING PROVISIONS**573 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

574 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
 575 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
 576 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
 577 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
 578 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
 579 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

580 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  Are  Are Not executed with  
 581 this Contract.

582 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
 583 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by  
 584 § 3.1 or mutual written agreement.

585 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
 586 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

587 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
 588 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

589  special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative's  
 590 deed  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good  
 591 and sufficient special warranty deed to Buyer, at Closing.

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

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

598 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

599 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
 600 to be paid at Closing, except as otherwise provided herein.

601 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  Buyer  Seller  
 602  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.



603 **15.3. Status Letter and Record Change Fees.** ~~At least fourteen days prior to Closing Date, Seller agrees to promptly~~  
 604 ~~request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter~~  
 605 ~~must be paid by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller. Any Record Change Fee must~~  
 606 ~~be paid by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.~~

607 **15.4. Local Transfer Tax.**  The Local Transfer Tax of \_\_\_\_\_% of the Purchase Price must be paid at Closing by  
 608  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

609 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such  
 610 as community association fees, developer fees and foundation fees, must be paid at Closing by  None  Buyer  Seller  
 611  One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):  
 612 \_\_\_\_\_ in the total amount of \_\_\_\_\_% of the Purchase Price or \$\_\_\_\_\_.

613 **15.6. Water Transfer Fees.** ~~The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed~~  
 614 \$\_\_\_\_\_ for:

615  Water Stock/Certificates  Water District  
 616  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_

617 and must be paid at Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

618 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by   
 619 None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

620 **15.8. FIRPTA and Colorado Withholding.**

621 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
 622 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
 623 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  IS a foreign  
 624 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  
 625 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
 626 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
 627 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
 628 if an exemption exists.

629 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
 630 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
 631 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
 632 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
 633 tax advisor to determine if withholding applies or if an exemption exists.

634 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the Closing Date, except as  
 635 otherwise provided:

636 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the  
 637 year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy and Most  
 638 Recent Assessed Valuation,  Other \_\_\_\_\_.

639 **16.2. Rents.** Rents based on  Rents Actually Received  Accrued. ~~At Closing, Seller will transfer or credit to Buyer~~  
 640 ~~the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer~~  
 641 ~~and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's~~  
 642 ~~obligations under such Leases.~~

643 **16.3. Association Assessments.** ~~Current regular Association assessments and dues (Association Assessments) paid in~~  
 644 ~~advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance~~  
 645 ~~by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer~~  
 646 ~~acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special~~  
 647 ~~assessment assessed prior to Closing Date by the Association will be the obligation of  Buyer  Seller. Except however, any~~  
 648 ~~special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether~~  
 649 ~~assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments~~  
 650 ~~against the Property except the current regular assessments and \_\_\_\_\_ Association Assessments~~  
 651 ~~are subject to change as provided in the Governing Documents.~~

652 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

653 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

654 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on Possession Date at Possession Time, subject to the  
 655 Leases as set forth in § 10.6.1.7.

656 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable  
 657 to Buyer for payment of \$ 250.00 per day (or any part of a day notwithstanding § 18.1) from Possession Date and  
 658 Possession Time until possession is delivered.



659

<b>GENERAL PROVISIONS</b>
---------------------------

660 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**661 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time  
662 (Standard or Daylight Savings, as applicable).663 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the  
664 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or  
665 federal or Colorado state holiday (Holiday), such deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday,  
666 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.667 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
668 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
669 condition existing as of the date of this Contract, ordinary wear and tear excepted.670 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
671 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  
672 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
673 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or  
674 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to  
675 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
676 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
677 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
678 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
679 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  
680 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
681 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
682 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.683 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
684 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
685 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
686 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
687 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
688 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
689 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the  
690 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
691 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
692 Closing.693 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
694 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
695 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's  
696 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
697 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
698 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.699 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
700 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.701 **19.5. Home Warranty. [Intentionally Deleted]**702 **19.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
703 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  
704 the growing crops.705 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
706 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title  
707 and consultation with legal and tax or other counsel before signing this Contract.708 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this  
709 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,  
710 honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting  
711 party has the following remedies:712 **21.1. If Buyer is in Default:**

713  **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
714 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  
715 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to  
716 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

717 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may  
718 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  
719 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and  
720 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for  
721 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and  
722 additional damages.

723 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
724 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat  
725 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

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

729 ~~**23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
730 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
731 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
732 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
733 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
734 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
735 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a  
736 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
737 Section will not alter any date in this Contract, unless otherwise agreed.~~

738 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
739 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
740 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
741 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
742 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
743 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
744 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
745 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
746 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  
747 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. ~~The parties reaffirm the  
748 obligation of § 23 (Mediation).~~ This Section will survive cancellation or termination of this Contract.

749 **25. TERMINATION.**

750 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
751 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
752 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
753 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
754 and waives the Right to Terminate under such provision.

755 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned  
756 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

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

763 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

764 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in  
765 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices

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766 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be  
767 received by the party, not Broker or Brokerage Firm).

768 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or  
769 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
770 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)  
771 at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

772 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
773 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
774 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

775 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
776 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
777 located in Colorado.

778 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
779 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before  
780 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and  
781 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
782 copies taken together are deemed to be a full and complete contract between the parties.

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

787 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

788 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
789 Commission.)

790 See Exhibit A  
791  
792  
793  
794

795 **31. OTHER DOCUMENTS.**

796 **31.1.** The following documents are a part of this Contract:

797 Exhibits A - C  
798  
799

800 **31.2.** The following documents have been provided but are not a part of this Contract:  
801  
802  
803

804 **SIGNATURES**

805 Buyer's Name: 3T LLC

Buyer's Name: \_\_\_\_\_

DocuSigned by:  
Trevor Shiel 11/11/2021  
Buyer's Signature Date

Buyer's Signature Date

Address: 12644 County Road 62  
Greeley, CO 80631  
Phone No.: 970-978-0800  
Fax No.: \_\_\_\_\_  
Email Address: trevor@orrand.com

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

Seller's Name: City of Greeley

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

[See Attached Signature Page]

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

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

Address: 1001 11th Ave., 2nd Floor

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

Greeley, CO 80631

Phone No.: cole.gustafson@greeleygov.com

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

Fax No.: copy to: aaron.goldman@greeleygov.com

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

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

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

807

END OF CONTRACT TO BUY AND SELL REAL ESTATE

808

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by 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 § 24, 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.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

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

Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

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

Brokerage Firm's Name: Orr Land Company, LLC

Brokerage Firm's License #: EC.100025822

Broker's Name: Trevor Thiel

Broker's License #: IA.0038006

DocuSigned by: Trevor Thiel  
Broker's Signature

11/11/2021

Date

Address: 1813 61st Ave., #200

Greeley, CO 80634

Phone No.: 970-351-0800

Fax No.: 970-351-7851

Email Address: trevor@orrlan.com

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by 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 § 24, 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

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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.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a  **Seller's Agent**  **Transaction-Broker** in this transaction.  This is a **Change of Status**.

**Customer**. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

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

Brokerage Firm's Name: Hayden Outdoors Real Estate  
Brokerage Firm's License #: EC.100004181  
Broker's Name: Seth Hayden  
Broker's License #: EA.100002584

\_\_\_\_\_  
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

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**CITY OF GREELEY SIGNATURE PAGE**  
**Contract to Buy and Sell Real Estate**  
**Between 3T, LLC (Buyer) and City of Greeley (Seller)**

**THE CITY OF GREELEY, COLORADO**

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

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO SUBSTANCE:**

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

**APPROVED AS TO LEGAL FORM:**

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

**APPROVED AS TO AVAILABILITY OF FUNDS:**

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

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

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Exhibit A to Contract to Buy and Sell Real Estate (Greeley – 3T)

## ADDITIONAL PROVISIONS

30.1. Approval. The obligations of the Seller herein, including the obligation to convey the Property to Buyer, are expressly subject to the authorization of this divestment of real property by the City of Greeley Water & Sewer Board and the City of Greeley City Council. If the Board and City Council do not approve this Agreement and authorize the divestment, then this Agreement is of no legal effect, the Earnest Money shall be returned to the Buyer, and neither party shall have any further obligation to the other regarding the subject matter herein.

30.2. Restrictive Covenants & Water Lease. Buyer shall deliver, or cause to be delivered, at or before Closing, duly executed and acknowledged copies of the Restrictive Covenants (No Irrigation and Revegetation) attached hereto as Exhibit B and the Irrigation Water Lease attached hereto as Exhibit C. The Restrictive Covenants (No Irrigation and Revegetation) shall be recorded in the real property records of Weld County immediately after the deed conveying the property to Buyer is recorded..

30.3. Farm Lease Termination. The Amended Farm Lease Agreement, dated April 6, 2021, by and between Leland Lebsack as Lessee and Seller as Lessor, shall be partially terminated at or before Closing by Seller as to the following:

30.3.1. the “McWilliams Farm” parcel of land, as that term is described on Exhibit A to the Amended Farm Lease Agreement, dated April 6, 2021, by and between Seller and Leland Lebsack, and disclosed to Seller by Buyer under § 10.6.1.7; and

30.3.2. the water, water rights, ditches, ditch rights, and reservoir rights, including any and all lateral ditches, easements, rights of way and entitlements appurtenant to, used in connection with, and represented by one-half (0.5) share of stock of that two and one-half (2.5) shares of stock in the Water Supply & Storage Company, said two and one-half (2.5) shares evidenced by Certificate No. 6728.

30.4. Water Lease. Seller agrees to lease to Buyer, and Buyer agrees to make beneficial use of, the water and associated rights excluded under Section 30.6.1 for the continued irrigation of the Property for a period of two (2) annual irrigation seasons, beginning in the year 2022, subject to the Greeley City Charter Section 17-4(c). The annual lease amount to be paid by Buyer to Seller for such lease shall be equal to any ditch and reservoir company assessments or other charges and expenses attributable to the water and associated rights excluded under Paragraph 2.6 and an annual administrative fee equal to ten percent (10%) of the ditch and reservoir company assessments. Both Parties agree to negotiate in good faith to enter into such lease agreement in satisfaction of this provision at or before Closing, in the form of Exhibit C.

30.5. Broker Fee. Seller agrees to pay Transactional-Broker a five percent (5%) commission at Closing.

30.6. Exclusions. The following items are excluded (Exclusions):

30.6.1. All water, water rights, ditches, ditch rights, and reservoir rights, including any and all lateral ditches, easements, rights-of-way and entitlements appurtenant to, used in connection with, and represented by one-half (0.5) share of stock of that two and one-half (2.5) shares of stock in the Water Supply & Storage Company, said two and one-half (2.5) shares evidenced by Certificate No. 6728; and



30.6.2. The Valley Irrigation® brand center pivot, and any personal property, owned by or belonging to Leland Lebasck, Seller's lessee of the Property under that Amended Farm Lease Agreement, dated April 6, 2021, and disclosed to Seller by Buyer under § 10.6.1.7.

30.7 1031 Exchange. At the request of the Buyer, Seller shall cooperate with the Buyer in the achievement of a tax-deferred real estate exchange pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. Seller shall not be required to incur any additional liability or expense in connection with the Buyer's tax-deferred exchange transaction nor shall Seller be required to convey title to any real property other than the Property described hereinabove.

30.8 Inspection. The list of objectionable conditions enumerated in § 10.3 shall also include any matter affecting Buyer's intended use of the Property.

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Exhibit B to Contract to Buy and Sell Real Estate (Greeley – 3T)

## **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”), 3T, LLC, a Colorado limited liability company (“Declarant”), agrees, warrants and covenants 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 successors in interest shall not irrigate the Land. These covenants shall not prohibit Declarant or Declarant’s successors 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 also 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 successors 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



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

All water, water rights, ditches, ditch rights, and reservoir rights, including any and all lateral ditches, easements, rights of way and entitlements appurtenant to, used in connection with, and represented by one-half (0.5) share of stock of that two and one-half (2.5) shares of stock in the Water Supply & Storage Company, said two and one-half (2.5) shares evidenced by Certificate No. 6728 (“Water Rights”).

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

Lot D of Recorded Exemption 0707-16-04 RECX15-0084, according to the map recorded October 21, 2015 at Reception No. 4151984, being a part of the SE 1/4 of Section 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado; also known as Parcel No. 070716400004 and consisting of approximately 135.04 acres.

Item No. 11.

Exhibit C to Contract to Buy and Sell Real Estate (Greeley – 3T)

## **IRRIGATION WATER LEASE AGREEMENT**

This IRRIGATION WATER LEASE AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_, by and between the CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water and Sewer Board, whose address is 1001 11<sup>th</sup> Avenue, Second Floor, Greeley, Colorado 80631 (“City”), and 3T, LLC, a Colorado limited liability corporation, whose address is 12644 County Road 62, Greeley, CO 80631 (“Lessee”).

### **Recitals**

WHEREAS, the City owns those certain water rights represented by one-half (0.5) share of stock of that two and one-half (2.5) shares of stock in the Water Supply & Storage Company, said two and one-half (2.5) shares evidenced by Certificate No. 6728 (“Water Rights”); and

WHEREAS, the Lessee desires to lease the Water Rights from the City for agricultural irrigation on Lot D of Recorded Exemption 0707-16-04 RECX15-0084, according to the map recorded October 21, 2015 at Reception No. 4151984, being a part of the SE 1/4 of Section 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado, also known as Parcel No. 070716400004, a parcel of real property consisting of approximately 135.04 acres (“Property”);

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

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

### **Agreement**

1. Water Rights Lease. The City hereby leases to the Lessee, and the Lessee hereby leases from the City, 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 ends on November 1, 2023 (“Initial Term”). At the end of this Initial Term, this Agreement shall renew automatically for one year (“Renewal Term”), unless City or Lessee transmits written notice of nonrenewal on or before November 1 of the preceding calendar year. The Lessee may terminate this Agreement during the Initial Term, prior to any irrigation season, for any reason by delivering one (1) year’s advance written notice to the City. The City may terminate this Agreement during the Initial Term, prior to any irrigation season, by delivering advance written notice to Lessee on or before November 1 of the preceding calendar year, if the City determines in its sole discretion that the Water Rights are needed for any municipal purpose, or if the City is



required to cease irrigation with the Water Rights by the terms and conditions of a water court decree. Additionally, refer to Section 12 for provisions relating to termination for cause.

3. Annual Lease Amount and Administrative Fee. The Lessee shall pay to the City an Annual Lease Amount equal to all assessments, charges, and other expenses due and attributable to the Water Rights paid by the City 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 the City an Annual Administrative Fee equal to ten percent (10%) of that year's Annual Lease Amount, provided, however, that the Annual Administrative Fee shall not exceed five-hundred dollars (\$500.00). The City will provide an invoice of the Annual Lease Amount and Annual Administrative Fee to the Lessee, and Lessee shall deliver payment of that total amount to the City no later than (i) May 15 of the then current irrigation year, or (ii) within fifteen days of receipt of such invoice from the City. The Lessee shall also remit to the City an additional charge equal to fifteen percent (15%) of the Annual Lease Amount for every thirty (30) days that payment required under this Agreement is late.

4. Use of Water Rights. Lessee shall:

(a) take and use the water delivered pursuant to the Water Rights to the fullest extent possible;

(b) not take any action that could cause in part or in whole a reduction in the use of the Water Rights or could be construed as whole or partial abandonment of the Water Rights;

(c) only use the water delivered pursuant to the Water Rights for agricultural irrigation;

(d) not use the water delivered pursuant to the Water Rights on any land other than the Property;

(e) 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, absent written consent from the City;

(f) 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 of the Greeley Municipal Code, and all rules, regulations, and laws of the State of Colorado pertaining to use of the Water Rights; and

(g) provide advance written notice to the City of at least thirty days if it no longer intends to irrigate the entirety of the Property with the Water Rights.

5. Affidavit of Beneficial Use and Water Court Proceedings. Lessee agrees to deliver to the City, on or before May 15 of each calendar year, a completed Historical Use Affidavit and

Questionnaire, in the form attached as Exhibit A. Lessee acknowledges that the City may file an application to change the use of the Water Rights with the Division 1 Water Court for the State Colorado during the term of this Lease Agreement. Lessee agrees to cooperate with the City and its agents or representatives in the review and analysis of the historical use of the Water Rights. Upon request from the City, 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 the City. Lessee shall request consent from the City prior to any purported assignment of this Agreement by advance written notice of at least thirty (30) days. Such consent may be given or withheld in the sole discretion of the City.

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. The City 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. The City 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 the City 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 the City from and against any cost, expense, or liability arising out of this Agreement or related activities. Nothing in this Agreement is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as applicable now or hereafter amended.

11. Notice. All notices to be given under this Agreement shall be (1) sent by certified or registered mail, return receipt requested, (2) hand-delivered at the addresses set forth above, or (3) via email to [trevor@orrand.com](mailto:trevor@orrand.com) for Lessee and [Alex.Tennant@Greeleygov.com](mailto:Alex.Tennant@Greeleygov.com), with a copy

to [Aaron.Goldman@Greeleygov.com](mailto:Aaron.Goldman@Greeleygov.com), for City. The Lessee shall provide written notice to the City, and City to Lessee, if the appropriate contact information changes.

12. Default and Termination. If either the City or the 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 (15) 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, the City 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 the Lessee and the City, 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 the City and Lessee with respect to the subject matter herein, and supersedes all other lease agreements regarding the Water Rights. No representations,



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

Item No. 11.

**EXHIBIT A TO  
IRRIGATION WATER LEASE AGREEMENT**

(See attached Historical Use Affidavit & Questionnaire)

Item No. 11.

**AFFIDAVIT OF HISTORICAL USE OF WATER RIGHTS**

**WATER RIGHTS:**

Ditch or Reservoir Company:

Shares or Interest: \_\_\_\_\_

Herein after collectively referred to as the "Water Rights."

Name and address of owner and user of Water Rights:

Owner: City of Greeley  
Water and Sewer Department  
1100 10<sup>th</sup> Street, Suite 300  
Greeley, Colorado 80631

User(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Year water rights were used as described: \_\_\_\_\_

**IRRIGATED LAND:**

Legal description and size/acreage of land irrigated by above-mentioned Water Rights:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of owner(s) of above-mentioned irrigated land if different from owner or user of the Water Rights: City of Greeley.

During my period of use, I used the water delivered pursuant to the Water Rights to the fullest extent possible, and did not undertake any action which could be construed as abandonment of or an intent to abandon the Water Rights. I state that the information contained here and in the attached Questionnaire Regarding Use of Water Shares, which is incorporated herein by reference, is known to me and is correct.

The undersigned \_\_\_\_\_, having personal knowledge of the irrigation of the above described lands by virtue of being the owner and/or person who has farmed and irrigated those lands with the Water Rights, being first duly sworn, hereby states that the information provided in this statement is true and accurate.

[Signature Page Follows]

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

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





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Unchanged WSSC Shares

**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 of person completing this questionnaire: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

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

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: \_\_\_\_\_ City of Greeley \_\_\_\_\_

3. The information in this questionnaire relates to my use of the Shares during the 20\_\_ irrigation season (hereinafter "Lease Year").
4. Do you still own the farm or parcel irrigated by these Shares? \_\_\_\_\_
5. 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? \_\_\_\_\_
6. What is the legal description of the farm or parcel on which these Shares were used?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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\_\_\_\_\_.

- Approximate location and size of storage ponds or reservoirs, including tail water ponds, if used: \_\_\_\_\_.

11. How was water applied during the Lease Year?

- Sprinkler \_\_\_\_\_
- Furrow \_\_\_\_\_
- Flood \_\_\_\_\_
- Other/Combination (describe): \_\_\_\_\_.

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

13. During the Lease Year, did you divert and irrigate with all water available under the Shares? \_\_\_\_\_.

If not, please explain the reason why all water was not taken, approximately how much was not taken, and for how long: \_\_\_\_\_  
\_\_\_\_\_.

14. 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: \_\_\_\_\_
- Describe how the water has been used, including the estimated percentage of the total irrigation supply provided by such water: \_\_\_\_\_

15. During the Lease Year, what crops were grown on the land irrigated by the Shares?

1. Crop: \_\_\_\_\_ Percentage: \_\_\_\_\_ Location: \_\_\_\_\_
2. Crop: \_\_\_\_\_ Percentage: \_\_\_\_\_ Location: \_\_\_\_\_
3. Crop: \_\_\_\_\_ Percentage: \_\_\_\_\_ Location: \_\_\_\_\_
4. Crop: \_\_\_\_\_ Percentage: \_\_\_\_\_ Location: \_\_\_\_\_

16. Were the lands on which the Shares were used subirrigated? Yes \_\_\_\_\_ No \_\_\_\_\_

17. 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

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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: \_\_\_\_\_

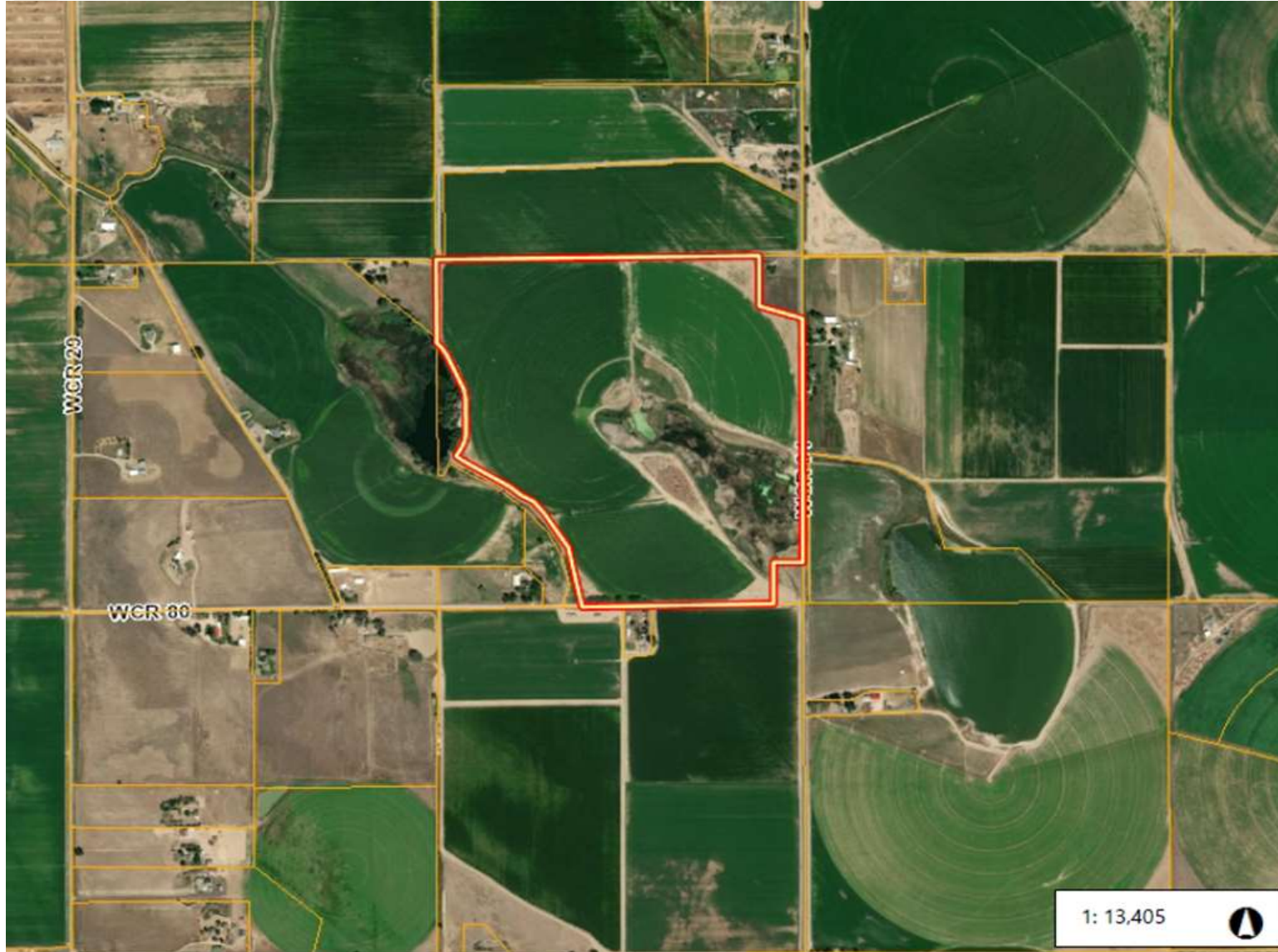
# McWilliams Farm Property Divestment

**Presented to Greeley City Council**

By Greeley Water & Sewer Department

December 07, 2021

# McWilliams Farm



- McWilliams Farm:
  - 133+/- acres
  - \$800,000

# McWilliams 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 3T, LLC – \$6,000 per acre
  - Value aligns with comparables
  - \$800,000 for 133 acres

# McWilliams Farm Property Divestment

- \$15,000 earnest money
- 5% brokerage commission
- Buyer pays for most diligence, Greeley pays for title commitment
- City obtains dry-up and revegetation covenants
- Leaseback (0.5 share of WSSC)
  - Two year lease, with option to renew for one additional year

# 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 of the McWilliams Farm and scheduling a public hearing and final reading for January 4, 2021

# Questions?



# Council Agenda Summary

December 7, 2021

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

**Title:**

Consideration of a change order in the amount of \$113,321 for Cameron Peak fire mitigation work performed by Ayres Associates

**Summary:**

In August of 2021, Ayres Associates was hired to develop design for fire mitigation work related to the Cameron Peak fire. This work is essential to protecting Greeley's source water supply, reservoir capacities, property, water quality, and employee safety. Further, the work complements the recovery work by Larimer County and others working to protect life, infrastructure and property. Ayres Associates is requiring additional funding to complete design and construction management services related to this fire mitigation work because the scope of the overall project has expanded. This work is being funded 100% through the Natural Resources Conservation Services' (NRCS) Emergency Watershed Protection Program (EWP). Over the summer season, after the NRCS and Forest Service identified noticeable erosion and runoff issues at a location near mile marker 87, the NRCS added the site to the scope of work to be performed under the EWP program. The addition of this site will require additional design work from Ayres Associates beyond that contemplated in the August 2021 contract. Additionally, the Black Hollow Road mitigation site design became much more complicated to design after a flash flood and debris flow occurred due to a July microburst rain event. The construction management at several sites has also grown in scope, has been more involved and lasted longer than the original contract anticipated. Therefore, a change order in the amount of \$113,321 is necessary. This change order will add approximately 64% to the original contract amount of \$177,927.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$113,321
What is the annual impact?	\$0
What fund of the City will provide Funding?	Water Operating
What is the source of revenue within the fund?	Water Rates and Federal Grants
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	no
Is this grant onetime or ongoing?	One time
Additional Comments:	

**Legal Issues:**

Greeley Municipal Code Section 6-486 requires City Council approval for cumulative change orders that add 25% or more to an original contract cost of \$100,000 or more.

**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) Approve the change order as presented; or
- 2) Amend the change order and approve as amended; or
- 3) Deny the change order; or
- 4) Continue consideration of the change order to a date certain.

**Council's Recommended Action:**

A motion to approve this change order.

**Attachments:**

Change order  
Presentation

# CHANGE ORDER FORM

### Project Information

Change Order #:	<b>1</b>	Date:	<b>November 19, 2021</b>
Project Name:	<b>Cameron Peak Fire Mitigation</b>		
Bid Number:	<b>FD21-04-091</b>	Dept/Division:	<b>Water Resources</b>
Original Budget Unit #:	<b>4048087087160000</b>	PO #:	<b>20211984</b>
<b>New Oracle Charge Number:</b>	<b>421.8700.87006.7435</b>	<b>Project Number:</b>	<b>N/A</b>
<b>Oracle Expenditure Type:</b>	<b>Other Purchased Services</b>	<b>Oracle PO:</b>	<b>20211984</b>
Project Manager:	<b>Jennifer Petrzelka</b>	<b>Expenditure Organization:</b>	<b>Treatment and Supply</b>
		Title:	<b>Water Resources Operations Manager</b>

### Contractor/Consultant Information

Contractor/Consultant:	<b>Ayres Associates, Inc.</b>	Email:	<a href="mailto:alvaradoa@AyresAssociates.com">Alvarado, Anthony &lt;alvaradoa@AyresAssociates.com&gt;</a>
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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 **3** sheets with full explanation for the change order.

### Compensation to Contractor/Consultant

The original contract sum was:	<b>\$177,927.00</b>
The net change by previous change order was:	<b>\$0.00</b>
The contract sum prior to this change order was:	<b>\$177,927.00</b>
The contract sum will be: <b>(See List)</b> <b>Increased</b>	<b>\$113,394.00</b>
The new contract sum, including this change order is:	<b>\$291,321.00</b>
The contract time will be: <b>(See List)</b> <b>Increased</b>	<b>increased</b>
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 City Council

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
<b>City Manager</b>	<b>City Attorney</b>
<b>Certification of Contract Funds Availability</b>	<b>Departmental Certification</b>
<b>Director of Finance</b>	<b>Department Director</b>
<b>Purchasing Official</b>	<b>Project Manager</b>
Certification of Content by Contractor/Consultant	
<b>Representative of Contractor/Consultant</b>	<b>Title</b>

### Additional Approval:

\_\_\_\_\_

**Budget      Supervisor      CPC      Finance**

**Cumulative change orders totalling \$113,394 for a total of 63.7%.**

# CHANGE ORDER FORM



## Project Information

Change Order #:	<b>1</b>
Project Name:	<b>Cameron Peak Fire Mitigation</b>
Date:	<b>11/19/2021</b>
Project Manager:	<b>Jennifer Petrzelka</b>

## Change Order Justification

Why was this not in original contract?	Construction management has been more involved than originally expected and therefore was not included in the original scope.
Budget Impact/Funding	This requires an additional \$113,394 which is available under the Cameron Peak fire mitigation budget and will be 100% reimburseable under the City's Emergency Protection Program grant.
Impact to project schedule	We are looking at approximately a month delay, completing work on 12/17/21.
Detailed Explanation Of Change Order	<p>On 3/6/2021, City of Greeley staff met with the NRCS to review and develop Damage Survey Reports (DSR) based on the impact from the Cameron Peak Fire. These DSRs are focusing on the threats from secondary effects of the wildfire such as increased runoff, flooding, erosion, and debris flows (USDA, 2016). Because these effects are prominent in the first few years of watershed recovery, emergency mitigation efforts are essential to protect valuable resources (Robichaud et. al., 2010). Increased peak flows, sediment yield, and resulting flooding are primary concerns within burn area.</p> <p>The NRCS has offered federal aid through the Emergency Watershed Protection (EWP) Program to assist in the recovery efforts related to the flooding and sediment impacts expected following the Cameron Peak Fire.</p> <p>As Ayres proceeded with the design and coordination as part of the original scope of work and amendment, additional needs surfaced to keep the program moving. The Unnamed Tributary at MM 87 was added to Greeley's scope by NRCS. Also, the analysis for Black Hollow has been more complicated in working out the design with landowners and the channel design. In addition, construction oversight has been more complicated and has extended further into the fall than anticipated.</p>

## MEMORANDUM

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To: Jennifer Petrzelka (City of Greeley)

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From: Colin Barry, PG, CFM & Anthony Alvarado, PE, CFM (Ayres)

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Date: October 14, 2021 Project No.: 36-4705.04

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Re: Greeley EWP Design and Implementation Amendment #2

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### Background Information

On 3/6/2021, City of Greeley staff met with the NRCS to review and develop Damage Survey Reports (DSR) based on the impact from the Cameron Peak Fire. These DSRs are focusing on the threats from secondary effects of the wildfire such as increased runoff, flooding, erosion, and debris flows (USDA, 2016). Because these effects are prominent in the first few years of watershed recovery, emergency mitigation efforts are essential to protect valuable resources (Robichaud et. al., 2010). Increased peak flows, sediment yield, and resulting flooding are primary concerns within burn area.

The NRCS has offered federal aid through the Emergency Watershed Protection (EWP) Program to assist in the recovery efforts related to the flooding and sediment impacts expected following the Cameron Peak Fire.

As Ayres proceeded with the design and coordination as part of the original scope of work and amendment, additional needs surfaced to keep the program moving. The Unnamed Tributary at MM 87 was added to Greeley's scope by NRCS. Also, the analysis for Black Hollow has been more complicated in working out the design with landowners and the channel design. In addition, construction oversight has been more complicated and has extended further into the fall than anticipated.

### Project Management

Ayres will coordinate with stakeholders, subconsultants, and the NRCS to ensure that the requirements for the EWP Program are met and completed within the allotted schedule including for the Unnamed Tributary at MM 87 and the changing situation at Black Hollow. This task also includes project administration and internal project management.

### Unnamed Tributary at MM 87 and Black Hollow Emergency Repair Additional Design

Ayres will perform the Phase 1 (30%) and 2 (final) design for UT at MM 87 and continue to provide emergency/temporary 3a design and analysis for Black Hollow and the impacted Poudre mainstem reach.

### Additional Construction Support

Ayres will provide construction oversight for another month of construction beyond the original scope of work for all the sites, including UT at MM 87, along with the closeout documentation and reports.

# Greeley EWP A2 - Plan



Task #	Task Name	Total Fee	Direct Costs	Costs Markup	Total Labor Costs	APC	Labor Costs	Total Hours	Senior Project Manager	Senior Professional II	Professional III	Professional I	Senior Designer	Admin
1	<input type="checkbox"/> <b>Project Plan</b>	<b>Fee</b>						<b>Hours</b>						
2	Project Manager	Alvarado/Barry												
3	Client	Greeley												
4	Client Contact	Petzelka							Alvarado	deRosset	Barry/Armstrong	Hileman	Ricks	Smith
5	Rates			10%		3.85%			\$180.00	\$175.00	\$135.00	\$105.00	\$125.00	\$78.00
6	<input type="checkbox"/> <b>Greeley EWP Amendment</b>	<b>\$113,394</b>	<b>\$5,500</b>	<b>\$550</b>	<b>\$107,344</b>	<b>\$3,980</b>	<b>\$103,364</b>	<b>772</b>	<b>48</b>	<b>148</b>	<b>280</b>	<b>280</b>	<b>8</b>	<b>8</b>
7	<input type="checkbox"/> <b>Task 6 Additional Scope Items</b>	<b>\$113,394</b>	<b>\$5,500</b>	<b>\$550</b>	<b>\$107,344</b>	<b>\$3,980</b>	<b>\$103,364</b>	<b>772</b>	<b>48</b>	<b>148</b>	<b>280</b>	<b>280</b>	<b>8</b>	<b>8</b>
8	6.1 Project Management & Coordination (PM)	\$15,187		\$0	\$15,187	\$563	\$14,624	96	40	8	40			8
9	6.2 Additional Black Hollow and MM 87 Design (Phase II)	\$38,788	\$500	\$50	\$38,238	\$1,418	\$36,820	272	4	60	120	80	8	
10	6.3 Additional Construction Oversight and Closeout (Constr)	\$59,419	\$5,000	\$500	\$53,919	\$1,999	\$51,920	404	4	80	120	200		
173														
174														



# Change order related to Cameron Peak Fire mitigation work



**Presented to  
Greeley City  
Council**

December 7, 2021



# Introduction

- Greeley W&S proposes a design contract change order to complete essential fire impact mitigation work related to the Cameron Peak Fire
  - Scope of work has increased to respond to flooding and erosion observed in 2021
  - Increased work funded by Natural Resource Conservation Service (NRCS)
- Work is important to protect Greeley water quality, property, treatment operations, and workforce safety.
  - Also protects life and property



Greeley's Bellvue Treatment Plant Diversion Dam following post fire precipitation and flood event



# Background

- Ayres Associates is a professional services firm hired in October 2020 to undertake design and construction management for post fire mitigation work related to the recovery from the Cameron Peak Fire
- To date, Ayres have designed nine remediation sites and performed construction management at four sites



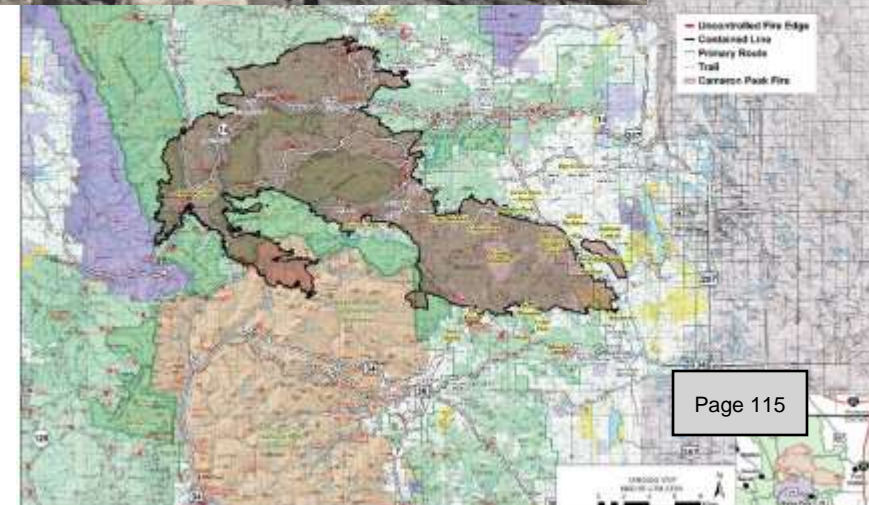
Wattles installed at Chambers Lake for slope stabilization

# Additional Scope

- Throughout the summer, the watershed drainage at Hwy 14, mile marker 87 continued to experience significant erosion, sedimentation/debris flow and runoff issues
- The Natural Resource Conservation Service (NRCS) requested we add impact mitigation design and construction work for the mile marker 87 site
- All funding is being provided through the federal Emergency Watershed Protection Program (EWP) by the NRCS



**Public Information**  
12/10/2020  
Cameron Peak  
CO-ARF-00636  
208 912 acres from  
MMA Perimeter 11/06/2020 @ 7:48  
100% completed





# Additional Scope

- Additionally, the Black Hollow Rd. site design scope grew and became much more complex
  - Devastating flash and debris flow occurred on July 20<sup>th</sup>
  - Demonstrated loss of life, property and water quality that can occur without impact mitigation
- Construction oversight scope has grown
  - Work is more complicated and lasted longer than expected



Black Hollow Basin Flood and Debris Flow July '21



# Recommendation

- Original contract=\$177,927
- Change order is for \$113,321
  - Reflects increase in scope of services
  - Funded by NRCS EWP program
- Water & Sewer therefore requests Council's support and approval for this important change order in order to keep mitigation work moving forward



Aerial mulching burn area '21



Poudre Snow Survey '21



# Questions



# Council Agenda Summary

December 7, 2021

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

**Title:**

Introduction and first reading regarding an Ordinance providing for the issuance by the City of Greeley, Colorado of its Water Revenue Bonds, Series 2022, in a principal amount not to exceed \$77,500,000, for the purpose of financing improvements, betterments, extensions and expansions of the City's water system; providing for the delegation to City Officers of Authority in connection with the competitive sale of the Series 2022 Bonds; providing for the payment of the Series 2022 Bonds from net revenues of the City's water system and pledging such net revenues therefore; providing for the form and terms of such Series 2022 Bonds, setting forth covenants and provisions concerning such Series 2022 Bonds, net revenues, and water system, and providing for other details in connection therewith; and ratifying prior actions relating to the foregoing

**Summary:**

The ordinance for City Council consideration is necessary to authorize and approve the issuance of water revenue bonds, Series 2022, in an aggregate principal amount not to exceed \$77,500,000, bearing interest at the rates and maturing on the dates in the amounts to be set forth in the final terms certificate, and on the terms and conditions provided in the bond ordinance. The issuance will allow the refunding of the City's outstanding Series 2012 Bonds and the defrayment in whole or in part, the cost of additions and improvements to the System. A portion of the net proceeds of the Series 2022 Bonds are to be used to reimburse the City for various previously paid costs and for future costs associated with the construction of various improvements and additions to the System, which generally include the following, the Terry Ranch Water Project; the installation of advanced metering infrastructure to improve meter accuracy and customer communication; the purchase of blocks of water rights to meet the City's future water demand; the replacement and expansion of distribution and transmission lines; and investments in the non-potable system.

These projects will need to be partially funded through bond revenues. The ordinance states that the City of Greeley authorizes and approves the issuance of the Series 2022 Water Revenue bonds, recognizing that the issuance of these bonds will impact the Water Fund's debt service payments and the rates required to support those payments. The Water and Sewer Board approved the issuance at their November 17, 2021 meeting.



**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Bond Issuance of \$77.5 Million
What is the annual impact?	Debt Service Estimate \$3.4-5.0 Million
What fund of the City will provide Funding?	Water Construction, Water Capital Replacement, Water Acquisition
What is the source of revenue within the fund?	Rates & Fees
Is there grant funding for this item?	Not Applicable
If yes, does this grant require a match?	Not Applicable

**Legal Issues:**

None. Kutak Rock LLP is serving as bond counsel. Consideration of this matter is a legislative process which includes the following public hearing

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input
- 4) Council discussion
- 5) Council decision

**Other Issues and Considerations:**

The bonds are expected to be marketed mid-February for closing on the sale of the bonds February 24.

**Applicable Council Priority and Goal:**

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

*Public Facilities and Equipment. Provide a framework of public services, facilities, and equipment that support a safe, pleasing 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 January 4, 2022.

**Attachments:**

Draft Ordinance  
Preliminary Official Statement

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**SERIES 2022 WATER REVENUE REFUNDING AND IMPROVEMENT BOND  
SERIES ORDINANCE**

**CITY OF GREELEY, COLORADO**

acting by and through its

**WATER ENTERPRISE**

Authorizing  
the issuance, sale and delivery of not to exceed  
\$77,500,000  
aggregate principal amount of  
Water Revenue Refunding and Improvement Bonds  
Series 2022

Effective \_\_\_\_\_, 2022

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*This Table of Contents is included solely for the convenience of the reader and is not part of the Ordinance.*

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EXHIBIT A      SERIES 2022 BOND FORM

**CITY OF GREELEY, COLORADO  
ORDINANCE NO. \_\_\_\_\_, 2021**

**AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF GREELEY, COLORADO OF ITS WATER REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2022, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$77,500,000 FOR THE PURPOSE OF FINANCING IMPROVEMENTS, BETTERMENTS, EXTENSIONS AND EXPANSIONS OF THE CITY'S WATER SYSTEM AND REFINANCING CERTAIN OF THE CITY'S WATER REVENUE BONDS, SERIES 2012; PROVIDING FOR THE DELEGATION TO CITY OFFICERS OF AUTHORITY IN CONNECTION WITH THE COMPETITIVE SALE OF THE SERIES 2022 BONDS; PROVIDING FOR THE PAYMENT OF THE SERIES 2022 BONDS FROM NET REVENUES OF THE CITY'S WATER SYSTEM AND PLEDGING SUCH NET REVENUES THEREFOR; PROVIDING FOR THE FORM AND TERMS OF SUCH SERIES 2022 BONDS, SETTING FORTH COVENANTS AND PROVISIONS CONCERNING SUCH SERIES 2022 BONDS, NET REVENUES, AND WATER SYSTEM, AND PROVIDING FOR OTHER DETAILS IN CONNECTION THEREWITH; AND RATIFYING PRIOR ACTIONS RELATING TO THE FOREGOING**

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

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

(a) Section 5-18(d) of the Charter of the City (the "Charter") provides that the City may, without an election, issue securities made payable solely from revenues derived from the operation of projects or improvements or from any source or sources or any combination thereof, other than ad valorem taxes of the City; and Section 5-23(c) of the Charter provides that the sale of all bonds (with certain exceptions not relevant to the subject matter of this ordinance) shall be based upon competitive bids.

(b) Pursuant to Article XVII of the Charter, including amendments thereto adopted at the general election in 1993, the City owns, operates and maintains a municipal water system (the "System") as an "enterprise" within the meaning of Article X, Section 20 of the Colorado Constitution. The System has been designated as an enterprise by such 1993 Charter amendments, by Section 20-23 of the Greeley City Code, and by related actions of the Council and the City's Water and Sewer Board, and such designation is hereby ratified and confirmed. The Council has determined, and hereby determines, based in part upon advice of bond counsel, that the System currently meets all requirements applicable to an enterprise under said Article X, Section 20. Without limiting the generality of the foregoing, the Council has determined, and hereby determines, that in each fiscal year since the adoption of said Article X, Section 20, through and including the 2021 fiscal year, the System has received, and that for the 2022 fiscal year the City intends and reasonably expects that the System will receive, under 10% of annual revenue in grants from all Colorado state and local governments combined. Also, Article X, Section 20 of the Colorado Constitution permits refunding of outstanding bonds at a lower interest rate without an election. Accordingly, no election

is necessary under Article X, Section 20 of the Colorado Constitution to issue the below-defined Series 2022 Bonds.

(c) It is necessary and desirable for the best interests of the health, safety and welfare of the people of the City to finance the acquisition and construction of capital improvements, betterments, extensions and expansions of the System (the "Improvement Project").

(d) It is necessary and desirable for the best interests of the health, safety and welfare of the people of the City to refund, at a lower interest rate, the callable maturities of its Water Revenue Bonds, Series 2012 (the "Series 2012 Bonds"), which were originally issued to finance or refinance the acquisition and construction of capital improvements, betterments, extensions and expansions of the System (the "Refunding Project" and, together with the Improvement Project, the "Project").

(e) For the purpose of effecting such Project, it is necessary to authorize the issuance of not to exceed \$77,500,000 aggregate principal amount of Water Revenue Refunding and Improvement Bonds, Series 2022 (the "Series 2022 Bonds") upon the terms provided herein.

(f) The Series 2022 Bonds shall be payable solely from and shall be secured by a pledge of and an irrevocable lien on the Net Revenues (as defined below) of the System. The Series 2022 Bonds shall not constitute a debt or indebtedness of the City within the meaning of any Charter, constitutional or statutory provision or limitation and are not secured by the full faith and credit of the City or by any taxing power of the City or any other government; nor shall the Series 2022 Bonds constitute a multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution; nor shall the Series 2022 Bonds be considered or held to be general obligations of the City; rather, the Series 2022 Bonds shall be payable only from the Net Revenues of the System.

(g) The City has heretofore duly authorized, issued, sold and delivered (i) the Series 2012 Bonds; (ii) its Water Revenue Refunding Bonds, Series 2014 (the "Series 2014 Bonds"); (iii) its Water Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"); and (iv) its Water Revenue Bonds, Series 2018 (the "Series 2018 Bonds"). There are no other outstanding bonds, notes or other obligations of the City secured by a pledge of or a lien on the Net Revenues. There are no ordinances, resolutions, contracts, agreements, or other enactments or commitments of the City which would prevent the City from issuing and performing its obligations with respect to the Series 2022 Bonds.

(h) Pursuant to § 18-8-308, Colorado Revised Statutes ("C.R.S."), all known potential conflicting interests, if any, with respect to the Series 2022 Bonds and the expenditure of proceeds thereof have been disclosed to the Council and to the Colorado Secretary of State. No member of the Council has a personal or private interest, as such terms are used in § 24-18-109, C.R.S., in the Series 2022 Bonds, the Project, or any other subject matter of this ordinance, and no member of the Council has any interest, as such term is used in § 24-18-201, C.R.S., in the Series 2022 Bonds, the Project or any other contract made or to be made pursuant to this ordinance.

**Section 2. Definitions.** The terms defined in this Section shall have the meanings assigned in this Section for all purposes of this ordinance (the "Ordinance"), the Exhibits hereto and any amendatory or supplemental ordinance, except where the context by clear implication requires otherwise. Other terms are defined elsewhere in this Ordinance.

"Bond" or "Bonds" includes the Series 2022 Bonds and any other designated bonds or similar obligations of the City as the context requires.

"Bond Account" means the Series 2022 Bond Account created and designated as such pursuant to Section 18 hereof.

"Business Day" means any day other than a Saturday or Sunday or a day on which banks in Denver, Colorado are required or authorized to be closed.

"Capital Improvements" means the acquisition of land, easements, water rights, facilities, equipment and materials (other than ordinary repairs and replacements), and the construction, reconstruction or other acquisition of improvements, betterments and extensions, for use by or in connection with the System; including, without limitation, any of the foregoing which are constructed, reconstructed, acquired or owned on a cooperative basis with any other entities.

"Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and applicable regulations and rulings thereunder.

"Escrow Agreement" means an agreement, in a form acceptable to the Director of Finance, the City Attorney and Bond Counsel, between the Escrow Bank and the City, providing for the application of a portion of the net proceeds of the Series 2022 Bonds to the refunding, payment and discharge of the refunded Series 2012 Bonds.

"Escrow Bank" means a bank or trust company, if any, designated by the Director of Finance to administer the Escrow Agreement.

"Event of Default" means any one or more of the events set forth in Section 26 hereof.

"Federal Securities" means (a) direct obligations of the United States for which its full faith and credit are pledged (or ownership interests in the same); or (b) obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or ownership interests in the same). No Federal Securities may be callable prior to their scheduled maturities by the issuer thereof.

"Final Terms Certificate" means the certificate to be executed by the Director of Finance, dated on or before the date of delivery of the Series 2022 Bonds, setting forth (a) the determination by the Director of Finance of the winning bid for the Series 2022 Bonds; (b) the rates of interest on the Series 2022 Bonds and the premium, if any, to be paid therefor pursuant to such winning bid; (c) the aggregate principal amount and principal amount of each maturity of the Series 2022 Bonds, if reduced as provided in Section 5(a) hereof, and any related reduction in the premium bid for the Series 2022 Bonds; (d) approving the form of the Escrow Agreement, if any, and (e) whether a Reserve Account is to be established in connection with the Series 2022 Bonds and the Minimum Reserve

amount, if any. The Final Terms Certificate shall be construed as if it were a part of this Ordinance, provided that all provisions of the Final Terms Certificate shall be subject to the parameters and restrictions contained in this Ordinance.

*"Generally Accepted Accounting Principles"* means accounting principles, methods and terminology followed and construed for utilities and enterprises of governmental units, as established by the Governmental Accounting Standards Board, as amended from time to time.

*"Improvement Project"* means the acquisition and construction of capital improvements, betterments, extensions and expansions of the System.

*"Letter of Representations"* means the Letter of Representations from the City to The Depository Trust Company, or any similar agreement with any successor to The Depository Trust Company, together with schedules thereto and materials referred to therein.

*"Maximum Debt Service Year"* means the single calendar year, during the term of the Series 2022 Bonds, in which there is the greatest amount of total combined debt service on the Series 2022 Bonds, Parity Obligations, Subordinate Obligations, Other Water Obligations, and the Parity Obligations or Subordinate Obligations proposed to be issued.

*"Minimum Reserve,"* to the extent that a Reserve Account is established by Final Terms Certificate in connection with the Series 2022 Bonds, means the amount, calculated as of the initial delivery of the Series 2022 Bonds, equal to the least of (a) 10% of the proceeds of the Series 2022 Bonds, (b) 100% of the maximum annual principal and interest to come due on the Series 2022 Bonds in any calendar year, or (c) 125% of the average annual principal and interest requirements on the Series 2022 Bonds; provided that such amount may be reduced to the maximum amount permitted to be capitalized by the issuance of tax-exempt obligations under applicable provisions of federal tax laws and regulations. The dollar amount of the Minimum Reserve may be recalculated and reduced, but not increased, from time to time by the City as necessary to apply the Minimum Reserve to the remaining debt service requirements of the Series 2022 Bonds; provided that the Minimum Reserve shall not be reduced to an amount less than the least of (a) 10% of the proceeds of the Series 2022 Bonds, (b) 100% of the maximum annual principal and interest to come due on the Series 2022 Bonds in any calendar year, or (c) 125% of the average annual principal and interest requirements on the Series 2022 Bonds. The Minimum Reserve amount may be satisfied by the deposit of a Surety Bond as provided in Section 20 hereof.

*"Net Revenues"* for any period means the Revenues during such period minus Operating Expenses during such period.

*"Operating Expenses"* means, for any particular period, all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining, and repairing the System, but only if such charges are made in conformity with Generally Accepted Accounting Principles. Such Operating Expenses include, but are not limited to, expenses for ordinary repairs, renewals and replacements of the System, salaries and wages, employees' health, hospitalization, pension and retirement expenses, fees for services,

materials and supplies, rents, administrative and general expenses, including legal and overhead expenses of the City directly related to the administration of the System, insurance expenses, legal, engineering, accounting, trustee, paying agent and financial advisory fees and expenses and costs of other consulting and technical services, taxes (except as set forth in the following sentence), payments in lieu of taxes and other governmental charges, payments to the United States Treasury pursuant to Section 148(f) of the Code or similar requirement to pay rebate, fuel costs, and any other current expenses or obligations required to be paid by the City by law, all to the extent properly allocable to the System. Operating Expenses do not include depreciation or obsolescence charges or reserves, amortization of intangibles or other bookkeeping entries of a similar nature, interest charges and charges for the payment of principal, or amortization, of bonded or other indebtedness of the City, costs, or charges made therefor, for capital additions, replacements, betterments, extensions or improvements to or retirements from the System which under Generally Accepted Accounting Principles are properly chargeable to the capital account or the reserve for depreciation, and do not include losses from the sale, abandonment, reclassification, revaluation or other disposition of any properties of the System nor such property items, including taxes and fuel, which are capitalized pursuant to the then existing accounting practice of the City.

“*Other Water Obligations*” means obligations (whether currently outstanding or hereafter issued) which are not secured by a pledge of or a lien on all or any part of the Revenues, but the debt service on which is required, under then current provisions of the Charter, to be taken into account in establishing water rates.

“*Outstanding*” or “*outstanding*” when used with reference to the Series 2022 Bonds (or any other designated bonds or similar obligations of the City) and as of any particular date, means all the Series 2022 Bonds (or such other bonds or similar obligations) theretofore duly issued except:

- (a) any Series 2022 Bond (or such other bonds or similar obligations) canceled or delivered to be canceled by the City, or on the City’s behalf, at or before such date;
- (b) any Series 2022 Bond (or such other bonds or similar obligations) deemed to have been paid within the meaning of Section 29 hereof (or of any corresponding section of the ordinance or other enactment authorizing the issuance of such other bond or obligation); and
- (c) any Series 2022 Bond (or such other bonds or similar obligations) in lieu of or in substitution for which another bond or obligation shall have been executed and delivered pursuant to Section 9 hereof (or of any corresponding section of the ordinance or other enactment authorizing the issuance of such other bond or obligation).

Notwithstanding the foregoing, any Bonds the principal of or interest on which have been paid by a bond insurer or similar entity shall be considered Outstanding to the extent such payment has not been reimbursed to such insurer or similar entity.



"Owner" or "Registered Owner" or "Bondholder" means any person who is the registered owner of any Bond as shown on the registration records kept by the Registrar. As further provided in Section 8 hereof, the initial Owner of the Series 2022 Bonds shall be Cede & Co. as nominee of The Depository Trust Company, the initial securities depository for the Series 2022 Bonds.

"Parity Obligations" means the Series 2012 Bonds, the Series 2014 Bonds, the Series 2016 Bonds, the Series 2018 Bonds and any additional bonds, notes, interim securities or other obligations hereafter issued by the City having a lien on all or any portion of the Net Revenues which is on a parity with the lien of the Series 2022 Bonds.

"Paying Agent" means Zions First National Bank in its capacity as the paying agent for the Series 2022 Bonds (or such other entity as may be appointed as a successor Paying Agent as provided in Section 31 hereof).

"Permitted Investments" means deposits or investments which are at the time legal deposits or investments for the City under applicable law.

"Purchaser" means the manager of the original purchasing account for the Series 2022 Bonds as determined by the Director of Finance based upon competitive bids received at the public sale of the Series 2022 Bonds as provided herein.

"Project" means, collectively, the Refunding Project and the Improvement Project.

"Project Account" means the Series 2022 Project Account created and designated as such pursuant to Section 17 hereof.

"Rebate Account" means the Series 2022 Rebate Account created and designated as such pursuant to Section 18 hereof.

"Record Date" means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

"Refunding Escrow Account" means the Refunding Escrow Account created and designated as such pursuant to Section 17 hereof.

"Refunding Project" means the refunding, payment and discharge of all or substantially all of the callable maturities of the Series 2012 Bonds.

"Registrar" means Zions First National Bank in its capacity as the registrar and transfer agent for the Bonds (or such other entity as may be appointed as a successor Registrar as provided in Section 31 hereof).

"Reserve Account" means the Series 2022 Reserve Account, if any, created and designated by Final Terms Certificate as such pursuant to Section 18 hereof.

"Revenues" means all income and revenues directly or indirectly derived by the City from the operation and use of the System, or any part thereof, including, without limitation, any rates, fees (including plant investment fees), and charges for the services furnished

by, or the use of, the System, and all income attributable to any past or future dispositions of property or rights or related contracts, settlements, or judgments held or obtained in connection with the System or its operations, including investment income accruing from moneys held to the credit of the City's Water Fund and from moneys required to be paid into any fund or account pledged to the payment of the Series 2022 Bonds or Parity or Subordinate Obligations except to the extent otherwise provided in their respective authorizing proceedings; provided however, that there shall be excluded from Revenues any moneys borrowed and used for providing Capital Improvements; any moneys and securities, and investment income therefrom, in any escrow or similar account pledged to the payment of any refunded bonds or other legally defeased obligations; and any moneys received as grants or appropriations the use of which is limited or restricted by the grantor or donor to Capital Improvements or other purposes inconsistent with the inclusion of such moneys as Revenues.

"*Series 2012 Bonds*" means the City of Greeley, Colorado Water Revenue Bonds, Series 2012, issued on in the original aggregate principal amount of \$31,275,000.

"*Series 2022 Bonds*" means the City of Greeley, Colorado, Water Revenue Refunding and Improvement Bonds, Series 2022, authorized by this Ordinance.

"*System*" means all of the City's water facilities now owned or hereafter acquired, whether situated within or without the City boundaries, including all present or future improvements, extensions, enlargements, betterments, replacements or additions thereof or thereto.

"*Special Record Date*" means a special date fixed to determine the names and addresses of Owners for purposes of paying interest on a special interest payment date for the payment of defaulted interest.

"*State*" means the State of Colorado.

"*Subordinate Obligations*" means one or more additional bonds, notes, interim securities or other obligations, or series of any such obligations, issued by the City having a lien on all or any portion of the Net Revenues which is subordinate or junior to the lien of the Series 2022 Bonds.

"*Surety Bond*" means a Surety Bond as defined in Section 20 hereof, relating to the Reserve Account.

"*Water Fund*" means the existing Water Fund of the City, into which all Revenues are directed to be deposited as provided in Section 18 hereof.

**Section 3. Ratification.** All action (not inconsistent with the provisions of this Ordinance) heretofore taken by the City and the officers, employees and agents of the City directed toward the Project or the sale and delivery of the Series 2022 Bonds is hereby ratified, approved and confirmed.

**Section 4. Authorization.** In accordance with the Charter and Article XX of the Constitution of the State, and all other laws thereunto enabling, the Council, on behalf

of the City, acting by and through the System as an enterprise, hereby authorizes the issuance of the Series 2022 Bonds in an aggregate principal amount not to exceed \$77,500,000 for the purpose of providing funds to finance the Project, including payment of costs of issuance of the Series 2022 Bonds as provided herein.

**Section 5. Series 2022 Bond Details.**

(a) The Series 2022 Bonds shall be issued only in fully registered form (i.e., registered as to payment of both principal and interest) in denominations of \$5,000 and integral multiples thereof (and further provided that no Series 2022 Bond may be in a denomination which exceeds the principal coming due on the same maturity date and no individual Series 2022 Bond may be issued for more than one maturity). The Series 2022 Bonds shall be dated their date of issuance. The Series 2022 Bonds shall be numbered in such manner as the Registrar shall determine. The Series 2022 Bonds shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from their date to maturity or prior redemption per annum as determined by the Director of Finance as certified in the Final Terms Certificate (which shall be market rates determined upon competitive bidding) at a net effective interest rate not to exceed 4.00%, payable on February 1 and August 1 in each year commencing not later than August 1, 2022, except that Series 2022 Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the interest rates shown below from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from the date of the Series 2022 Bonds. The Series 2022 Bonds shall mature serially on August 1 of each year commencing not later than August 1, 2022, with the final maturity thereof not later than August 1, 2042. For purposes of this Ordinance, in the event that any Series 2022 Bonds are issued as term bonds, the annual sinking fund installments in connection with such term bonds shall be treated as serial bond payments.

(b) The principal of any Series 2022 Bond shall be payable to the Owner thereof as shown on the registration records kept by the Registrar upon maturity thereof or prior redemption and upon presentation and surrender at the office of the Paying Agent. If the principal of any Series 2022 Bond shall not be paid upon such presentation and surrender at or after maturity or prior redemption, interest thereon shall continue to accrue at the interest rate borne by said Series 2022 Bond until the principal thereof is paid in full. Payment of interest on any Series 2022 Bond shall be made to the Owner thereof by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to the Owner thereof at such Owner's address as it last appears on the registration records kept by the Registrar on the Record Date; but any such interest not so timely paid shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date and the date fixed for the payment of the defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice shall be given to the Owners of the Series 2022 Bonds not less than 10 days prior to the Special Record Date by first-class mail to each such Owner as shown on the Registrar's registration records on a date selected by the Registrar, stating the date of the Special Record Date and the

date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Series 2022 Bond by such alternative means as may be mutually agreed to between the Owner of such Series 2022 Bond and the Paying Agent (provided, however, that the City will not be required to make funds available to the Paying Agent prior to one business day preceding the interest payment dates stated herein). All such payments shall be made in lawful money of the United States of America without deduction for the services of the Paying Agent or Registrar.

#### Section 6. Prior Redemption.

(a) **Optional Redemption of the Series 2022 Bonds.** Unless otherwise provided by Final Terms Certificate, the Series 2022 Bonds maturing on and after August 1, 2033 shall be subject to redemption prior to their respective maturities, at the option of the City, on and after August 1, 2032, in whole or in part (if in part, in integral multiples of \$5,000, from any maturity or maturities or portions thereof as selected by the City and by lot within a maturity, giving proportionate weight to Series 2022 Bonds in denominations larger than \$5,000, in such manner as the Registrar shall determine), at a redemption price equal to the principal amount of each Series 2022 Bond or portion thereof so redeemed plus accrued interest thereon to the redemption date, without redemption premium. The City shall give written instructions concerning any such optional prior redemption to the Registrar at least 40 days prior to such redemption date (unless the Registrar agrees to accept such instructions at a later time). Such instructions to the Registrar may be made revocable by the City (except that such instructions must be made irrevocable in order to effect defeasance pursuant to Section 29 hereof).

(b) **Redemption of Less Than all Series 2022 Bonds.** In the case of Series 2022 Bonds of a denomination larger than \$5,000, each \$5,000 of principal shall be treated as a separate Series 2022 Bond for purposes of determining which Series 2022 Bonds of a particular maturity are to be redeemed on a particular redemption date pursuant to paragraph (a) or (b) of this Section. If less than all of the principal amount of any Series 2022 Bond is redeemed, the Registrar shall, without charge to the Owner of such Series 2022 Bond, authenticate and issue a replacement Series 2022 Bond or Bonds for the unredeemed portion thereof.

(c) **Notice and Effect of Redemption.** Notice of any prior redemption under paragraph (a) or (b) of this Section shall be given by the Registrar in the name of the City by sending a copy of such notice, by first-class, postage prepaid mail or electronic means, not less than 30 days nor more than 60 days prior to the redemption date, to each Owner of any Series 2022 Bond all or a portion of which is called for prior redemption at such Owner's address as it last appears on the registration records kept by the Registrar. Failure to give such notice to the Owner of any Series 2022 Bond shall not affect the validity of the proceedings for the redemption of any other Bonds. Such notice shall specify the Series 2022 Bonds or portions thereof to be redeemed (if less than all are to be redeemed), and the date fixed for redemption, and shall further state that on such redemption date the principal due in connection with such redemption will become due and payable at the office of the Paying Agent, and that from and after such date interest on Series 2022 Bonds to be redeemed will cease to accrue. Accrued interest to the redemption date will be paid by check or draft mailed or wired to the Owner (or by

alternative means if so agreed to by the Paying Agent and the Owner). Notice having been given in the manner provided in this paragraph, the Series 2022 Bonds so called for redemption shall become due and payable on the redemption date so designated, and interest on such Series 2022 Bonds shall cease to accrue; and upon presentation thereof at the Paying Agent, the City shall pay the Series 2022 Bond or Bonds so called for redemption. All provisions of this Section as to notices, selection of Bonds or portions thereof to be redeemed, and other procedural provisions of this Section shall be subject to applicable procedures of the book-entry system provided for in Section 8 hereof.

#### Section 7. Execution and Authentication.

(a) The Series 2022 Bonds shall be executed in the name of and on behalf of the City and shall be signed by the Mayor of the City, shall be sealed with a manual or facsimile impression of the seal of the city, and shall be attested by the City Clerk. The signatures of the Mayor and the City Clerk on the Series 2022 Bonds may be manual or by facsimile. The Series 2022 Bonds bearing the manual or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City (subject to the requirement of authentication by the Registrar as hereinafter provided) notwithstanding that before the delivery thereof, or before the issuance thereof upon transfer or exchange, any or all of the persons whose manual or facsimile signatures appear thereon shall have ceased to fill their respective offices. The Mayor and the City Clerk shall, by the execution of a certificate pertaining to the Series 2022 Bonds, adopt as and for their respective signatures any facsimiles thereof appearing on the Series 2022 Bonds. At the time of the execution of such certificate, the Mayor and the City Clerk may each adopt as and for their respective facsimile signatures the facsimile signature of their respective predecessors in office in the event that such facsimile signature appears upon any of the Series 2022 Bonds.

(b) No Series 2022 Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form provided in Exhibit A hereto, has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by a duly authorized representative of the Registrar, but it shall not be necessary that the same representative sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any Series 2022 Bonds pursuant to this Ordinance, the Registrar and the Paying Agent shall be deemed to have assented to the provisions of, and to have agreed to abide by and perform the duties assigned to them in, this Ordinance.

Section 8. Book-Entry System. Notwithstanding any other provision hereof, and except to the extent otherwise, the Series 2022 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2022 Bond for each of the maturities set forth in Section 5 hereof or identified in any term bond designation permitted hereby. Upon initial issuance the ownership of each Series 2022 Bond shall be registered in the registration records kept by the Registrar in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company (including its successors and assigns, "DTC"), which is hereby designated as the initial securities depository for the Series 2022 Bonds under the DTC book-entry system, which book-entry system is hereby authorized and agreed to by the City. The execution and delivery of the Representation Letter from the

City to DTC, relating to such book-entry system, is hereby authorized (or, if a previously executed and delivered Representation Letter applies to the Series 2022 Bonds, such execution and delivery is hereby ratified and confirmed). Notwithstanding any other provision hereof to the contrary, so long as any Series 2022 Bond is registered in the name of Cede, as nominee of DTC, all payments and all notices with respect to such Series 2022 Bond shall be made and given, respectively, in the manner provided in such Representation Letter.

**Section 9. Registration, Transfer and Exchange.** Subject to the provisions of Sections 5 and 8 hereof:

(a) Records for the registration and transfer of the Series 2022 Bonds shall be kept by the Registrar, which is hereby appointed by the City as registrar (i.e., transfer agent) for the Series 2022 Bonds. Upon the surrender for transfer of any Bond at the office of the Registrar, duly endorsed for transfer or accompanied by an assignment or written instrument of transfer in form satisfactory to the Registrar and duly executed by the Owner or the Owner's attorney duly authorized in writing, the Registrar shall enter such transfer on the registration records and shall authenticate and deliver in the name of the transferee or transferees a new Series 2022 Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Series 2022 Bonds may be exchanged at the office of the Registrar for an equal aggregate principal amount of Series 2022 Bonds of the same maturity of other authorized denominations. The Registrar shall authenticate and deliver a Series 2022 Bond or Bonds which the Owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar may impose reasonable charges in connection with such exchanges and transfers of Series 2022 Bonds, which charges (as well as any tax or other governmental charge required to be paid with respect to such exchange or transfer) shall be paid by the Owner requesting such exchange or transfer.

(b) The Registrar shall not be required to transfer or exchange (i) all or any portion of any Series 2022 Bond subject to prior redemption during the period beginning at the opening of business 15 days before the day of the sending by the Registrar of notice calling any Series 2022 Bonds for prior redemption as herein provided and ending at the close of business on the day of such sending; or (ii) all or any portion of a Series 2022 Bond after the mailing or sending of notice calling such Series 2022 Bond or any portion thereof for prior redemption.

(c) Except as otherwise provided with respect to payment of interest pursuant to Section 5 hereof, and except as otherwise provided in Sections 29 and 33 hereof, the person in whose name any Series 2022 Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes. Payment of or on account of principal or interest on any Series 2022 Bond shall be made only to or upon the written order of the Owner thereof or such Owner's legal representative, but such registration may be changed upon transfer of such Series 2022 Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid

and effectual to discharge the liability upon such Series 2022 Bond to the extent of the sum or sums so paid.

(d) If any Series 2022 Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the City may reasonably require, authenticate and deliver a replacement Series 2022 Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, or is about to mature or be called for redemption, the Registrar may direct that such Series 2022 Bond be paid by the Paying Agent in lieu of replacement. The Registrar and the City may require that the Owner of any such Bond pay their reasonable fees, charges and expenses relating to their activities pursuant to this paragraph.

(e) The officers of the City are authorized to deliver to the Registrar fully executed but unauthenticated Series 2022 Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

(f) Whenever any Series 2022 Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Series 2022 Bond shall be promptly canceled and destroyed by the Paying Agent or Registrar, and a record of such cancellation shall be furnished by the Paying Agent or Registrar to the City.

**Section 10. Negotiability.** Subject to the registration provisions hereof, the Series 2022 Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Colorado Uniform Commercial Code. The principal of and interest on the Series 2022 Bonds shall be paid, and the Series 2022 Bonds shall be transferable, free from and without regard to any equities between the City and the original or any intermediate Owner of any Series 2022 Bonds or any setoffs or cross-claims.

**Section 11. Form of Series 2022 Bonds.** The Series 2022 Bonds shall be in substantially the form set forth in Exhibit A hereto, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, or as may be necessary or appropriate to carry out the purposes of this Ordinance or to conform to the rules and requirements of any governmental authority, of DTC (or any substitute securities depository as provided herein), or any applicable usage or requirement of law (including, without limiting the generality of the foregoing, such modifications and additions as may be necessary or appropriate to conform to the provisions of second reading amendments to this Ordinance and the completed Exhibits hereto).

**Section 12. Series 2022 Bonds Equally Secured.** The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Series 2022 Outstanding Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank

without preference, priority or distinction, except as otherwise expressly provided in or pursuant to this Ordinance.

**Section 13. Pledge of Net Revenues; Special Obligations.**

(a) The City hereby irrevocably pledges the Net Revenues and moneys in the Bond Account, on the terms provided herein, for the payment of the principal of and interest on the Series 2022 Bonds, and for payment of Surety Bond Costs, if any, with respect to the Reserve Account as provided in Sections 18(b)(SECOND) and 20 hereof. Such pledge shall create an irrevocable and first lien (but not necessarily an exclusively first lien) on the Net Revenues, on a parity with the lien of Parity Obligations currently Outstanding (and possibly on a parity with the lien of other Parity Obligations which may be issued in the future as provided in Section 25 hereof). This pledge shall be valid and binding from and after the date of the first delivery of the Series 2022 Bonds, and the Net Revenues, as received by the City, shall immediately be subject to the lien of this pledge without any physical delivery thereof or any filing or further act. Net Revenues in amounts sufficient to make all of the payments to the Bond Account and the Rebate Account and for any reimbursement of Surety Bond Payments and payment of related Surety Bond Costs as required under Section 20 hereof are hereby appropriated for said purposes, and said amounts for each year shall be included in the annual budget and appropriation ordinances or measures to be adopted or passed by the Council in each year respectively until the Series 2022 Bonds have been paid in full or otherwise discharged as herein provided.

(b) The Series 2022 Bonds shall be special, limited obligations of the City, payable and collectible solely out of Net Revenues and moneys in the Bond Account as provided herein. The Series 2022 Bonds shall not constitute a debt or an indebtedness of the City, Weld County, the State or any political subdivision of the State within the meaning of the Charter or any constitutional or statutory provision or limitation, and are not secured by the full faith and credit of the City or by any taxing power of the City or any other government; nor shall the Series 2022 Bonds constitute a multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution; nor shall such obligations be considered or held to be general obligations of the City; rather, such obligations shall be payable only from the Net Revenues of the System. The Owners of the Series 2022 Bonds may not look to any general fund of the City for the payment of the Series 2022 Bonds, nor do the Owners of the Series 2022 Bonds have any right to require or compel the exercise of the ad valorem property taxing power or any other taxing power of the City or of any other taxing entity for payment of the Series 2022 Bonds.

(c) None of the covenants, agreements, representations and warranties contained herein or in the Series 2022 Bonds shall ever impose or be construed as imposing any liability, obligation or charge against the City (except to the extent of the Net Revenues and the moneys in the Bond Account pledged pursuant to paragraph (a) of this Section) or its general credit; nor shall the Series 2022 Bonds be payable out of any general fund of the City, or any funds derived from taxation, or any funds other than the Net Revenues. The payment of the Series 2022 Bonds is not secured by any



encumbrance, mortgage or other pledge of any property, except the Net Revenues and the moneys in the Bond Account as provided herein.

**Section 14. Preliminary Official Statement; Official Statement.** The proposed form of Preliminary Official Statement of the City relating to the issuance and sale of the Series 2022 Bonds has been presented to the meeting of the Council at which this Ordinance is approved on first introduction, and is on file in the office of the City Clerk. The Preliminary Official Statement, in substantially the form so presented with such additional changes as are made prior to final passage of this Ordinance, is hereby deemed by the City to be a "nearly final official statement" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The distribution and use by the Purchaser for the reoffering of the Series 2022 Bonds to the public of the final Official Statement (the "Official Statement"), in substantially the form of the Preliminary Official Statement, but with such amendments, additions and deletions as are consistent with the facts, as are not inconsistent herewith and as are approved by the Mayor as evidenced by the Mayor's execution of the Official Statement, is hereby authorized and approved, and the Mayor is authorized to sign the final Official Statement on behalf of the City.

**Section 15. Delegated Duties.** Pursuant to the Supplemental Public Securities Act, part 2 of article 57 of title 11, Colorado Revised Statutes ("C.R.S."), as amended (the "Supplemental Act"), as well as the City's powers as a home rule municipality under article XX of the Colorado Constitution, and in order to provide for the sale of the Series 2022 Bonds expeditiously and to the best financial advantage of the City, the Council hereby delegates to the Director of Finance the power and duty to determine and accept the winning bid for the Series 2022 Bonds, and to determine and approve the final aggregate principal amount, annual principal maturities, mandatory sinking fund redemption provisions and schedules, if any, interest rates, and purchase price (i.e., premium, if any) of the Series 2022 Bonds, which determinations and approvals shall be consistent with the provisions of the Charter and with the parameters and restrictions of this Ordinance, and which determinations and approvals shall be evidenced by the execution by the Director of Finance of the Final Terms Certificate. Pursuant to Section 5-23(a) of the Charter, the Director of Finance shall determine that the interest rate for the Series 2022 Bonds does not exceed the market rate. Pursuant to Section 5-23(b) of the Charter, the purchase price for the Series 2022 Bonds shall not be less than their par value. As provided in Section 11-57-205, C.R.S., as amended, the delegations of authority provided in this Section 15 shall be effective for one year from the final adoption of this ordinance, and if the Series 2022 Bonds are not sold within such one-year period, the Series 2022 Bonds may not be sold without additional Council authorization (which authorization, together with other provisions supplemental to this Ordinance, may be by resolution adopted by the Council). The City hereby elects, pursuant to Section 11-57-204, C.R.S., to apply such portions of the Supplemental Act as are relevant to and not inconsistent with the provisions of this Ordinance, including without limitation Sections 11-57-205, 11-57-206, 11-57-207, 11-57-208, 11-57-209, 11-57-210 and 11-57-212, C.R.S., as amended. The delegations provided for in Section 3(b)(vi) shall be in addition to the delegations to City officers provided for in other provisions of this Ordinance.

The officers, employees and agents of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance,

including, without limiting the generality of the foregoing, the preparation and delivery of the Series 2022 Bonds, such action as shall be necessary or desirable to maintain the tax-exempt status of the Series 2022 Bonds, the entering into and execution of an Escrow Agreement, if any, the entering into and execution of appropriate agreements and such other actions as are necessary or appropriate with respect to the any Surety Bond, the entering into and execution of appropriate agreements as to the City's continuing disclosure undertaking, the entering into and execution of appropriate agreements as to the book-entry system for the Series 2022 Bonds, the entering into and execution of a paying agent and registrar agreement, if any, concerning the services and compensation of the Paying Agent and Registrar, the execution of such certificates as may be required by the Purchaser, including without limitation certificates relating to the signing of the Series 2022 Bonds, the tenure and identity of municipal officials, the delivery of the Series 2022 Bonds and receipt of the purchase price therefor, the tax exempt status of the Series 2022 Bonds, the accuracy and completeness of the Official Statement, and relevant pending or threatened litigation or the absence thereof. Any officer of the City designated as "Acting" may take any action authorized or directed by this Ordinance (including, without limitation, execution or authentication of the Series 2022 Bonds) under the title of such officer's office, with or without notation of the "Acting" designation. Without limiting the generality of the foregoing, in the absence, unavailability or disability of any officer of the City authorized or directed to take any action pursuant to this Ordinance (including, without limitation, execution or authentication of the Series 2022 Bonds or execution of any other document, instrument or certificate), such action may be taken by an officer designated as "pro tem" or "Acting" for such office, or by any deputy or assistant for such office.

**Section 16. Delivery of Series 2022 Bonds.** When the Series 2022 Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser on receipt of the agreed purchase price. The funds realized from the sale of the Series 2022 Bonds shall be applied solely for the purposes set forth in Section 17 hereof and for no other purposes whatsoever. Neither the Purchaser nor any subsequent Owner of any of the Series 2022 Bonds shall be responsible for the application or disposal by the City, or any of its officers or employees, of any such funds.

**Section 17. Disposition of Series 2022 Bond Proceeds.** The proceeds derived from the sale of the Bonds, upon the receipt thereof, shall immediately be deposited and accounted for in the following order of priority:

(a) There shall be deposited into the Bond Account and applied to the payment of interest on the Series 2022 Bonds (a) all accrued interest on the Series 2022 Bonds, if any and (b) any other available funds, to the extent not deposited into the Project Account and as directed by the Director of Finance;

(b) A portion of the proceeds of the Series 2022 Bonds shall be deposited in a special account hereby created in the Water Fund to be designated as the City of Greeley, Water Revenue Refunding and Improvement Bonds, Series 2022, Project Account (the "Project Account"), to pay costs of the Improvement Project (after reimbursing the Water Fund for costs of the Improvement Project previously paid from the Water Fund, and payment of premiums for any Surety Bond and other costs of issuance

of the Series 2022 Bonds and other incidental costs necessary or appropriate in connection with the Improvement Project and the financing thereof). Moneys in the Project Account, and interest or investment income thereon, are not included in the Revenues and do not constitute security for the Series 2022 Bonds;

(c) The remaining proceeds of the Series 2022 Bonds shall be deposited, to the extent not used immediately to redeem the Series 2012 Bonds, in a special account hereby created in the Water Fund to be designated as the City of Greeley, Water Revenue Refunding and Improvement Bonds, Series 2022, Refunding Escrow Account (the "Refunding Escrow Account"), to pay costs of the Refunding Project (after reimbursing the Water Fund for costs of the Refunding Project previously paid from the Water Fund, and payment of premiums for any Surety Bond and other costs of issuance of the Series 2022 Bonds and other incidental costs necessary or appropriate in connection with the Refunding Project and the financing thereof). Moneys in the Refunding Escrow Account, and interest or investment income thereon, are not included in the Revenues and do not constitute security for the Series 2022 Bonds; and

(d) Moneys and investments in the Project Account and the Refunding Escrow Account shall be held and applied by the City and the Escrow Bank, respectively to the Improvement Project and the Refunding Project, respectively. Upon completion of the Project, the balance of moneys in the Project Account, if any, shall be transferred to the Bond Account.

#### Section 18. Flow of Funds.

(a) The City hereby creates the following special accounts within the Water Fund:

- (i) the "Series 2022 Rebate Account" (the "Rebate Account");
- (ii) the "Series 2022 Bond Account" (the "Bond Account");
- (iii) the Project Account; and

(iv) to the extent provided by Final Terms Certificate, the "Series 2022 Reserve Account" (the "Reserve Account").

(b) The City shall credit to the Water Fund all Revenues immediately upon receipt. The Revenues shall be applied, on or before the last day of each month, first to the payment of Operating Expenses as they become due and payable, including payments to the Rebate Account as required by Section 23 hereof. After such payments, the City shall apply the remaining moneys (i.e., the Net Revenues) in the following order of priority:

FIRST, to the credit of the Bond Account in the amounts and at the times required by Section 19 hereof; and concurrently, to the credit of Bond Accounts associated with all Parity Bonds, and any similar fund or account (including any sinking fund) hereafter created for the payment of other Parity Obligations, in the amounts and at the times required in connection with such Parity Obligations;

SECOND, to the Surety Bond issuer, if any, to the extent required to reimburse any Surety Bond Payments and to pay other Surety Bond Costs in the amounts and at the times required by Section 20 hereof, and concurrently, to the credit of any reserve or similar fund or account hereafter created to secure other Parity Obligations (or for repayment pursuant to any insurance policy, surety bond, letter or line of credit, or similar credit facility utilized in lieu of such fund or account), in the amounts and at the times required in connection with such Parity Obligations;

THIRD, to the credit of any other funds or accounts hereafter established for the payment of the principal of, premium, if any, and interest on any Subordinate Obligations, including any sinking fund, reserve fund or similar fund or account established therefor, in the amounts and at the times required by the ordinance or other enactment authorizing the issuance of such Subordinate Obligations; and

FOURTH, to the credit of any other fund or account as may be designated by the City, to be used for any lawful purpose (which may include, without limitation, the payment of debt service on the Other Water Obligations).

**Section 19. Bond Account.** The City shall credit to the Bond Account from the Net Revenues, the following amounts at the following times:

(a) monthly, commencing on the last day of the month immediately succeeding the delivery of the Series 2022 Bonds, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the Outstanding Series 2022 Bonds on the next succeeding interest payment date; and

(b) monthly, commencing on the last day of the month immediately succeeding the delivery of the Series 2022 Bonds, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal due and payable on the Outstanding Series 2022 Bonds on the next succeeding principal payment date.

Net Revenues sufficient to make payments of principal and interest due on the Series 2022 Bonds shall be deposited with the Paying Agent not later than the Business Day prior to the payment date.

The Bond Account shall secure only the Series 2022 Bonds and not any Parity or Subordinate Obligations.

**Section 20. Reserve Account; Surety Bond and Reimbursements.**

(a) To the extent provided by Final Terms Certificate, the Reserve Account shall be maintained by the City in an amount equal to the Minimum Reserve as a continuing reserve to be used to prevent deficiencies in the payment of the principal of and interest on the Series 2022 Bonds resulting from the failure to credit to the Bond Account sufficient funds to pay such principal and interest as the same become due. The Reserve Account,

if any, shall secure only the Series 2022 Bonds and not any Parity or Subordinate Obligations.

(b) Notwithstanding the provisions of paragraph (a) of this Section or any other provision of this Ordinance, all requirements of this Ordinance concerning moneys to be held in or paid into the Reserve Account may be met through utilization of a Surety Bond. "Surety Bond" means the surety bond issued by an insurance company or financial institution selected by the Director of Finance, giving due regard and making findings with respect to the economies to the City of utilizing a Surety Bond and the lack of adverse effects thereof on the ratings of the Series 2022 Bonds, by Final Terms Certificate, guaranteeing certain payments into the Reserve Account with respect to the Series 2022 Bonds as provided therein and subject to the limitations set forth therein. The Surety Bond shall be in an aggregate principal amount at least equal to the Minimum Reserve and shall be held by the Paying Agent in a separate account to be designated the Series 2022 Bond Reserve Account which shall be deemed a part of the Reserve Account. By accepting delivery of the Surety Bond, the Paying Agent shall be deemed to agree to perform all duties required of a paying agent with respect to the Surety Bond.

(c) As long as the Surety Bond shall be in full force and effect, the City and the Paying Agent agree to comply with the following provisions:

(i) Pursuant to the terms of the Surety Bond, the amount of such payment by the Surety Bond issuer ("Surety Bond Payment") is to be equal to the Debt Service Payment less (1) that portion of the Debt Service Payment paid by the City, and (2) other funds legally available to the Paying Agent for payment to the Owners, all as certified by the Paying Agent.

(ii) The City and the Paying Agent shall, after submitting to the Surety Bond issuer a demand for payment as provided in paragraph (i) above, make available to the Surety Bond issuer all records relating to the funds and accounts maintained under this Ordinance.

(iii) The Paying Agent shall, upon receipt of moneys received from the draw on the Surety Bond, as specified in the Demand for Payment, either credit the Bond Account to the extent of moneys received pursuant to such Demand or apply such moneys directly to payment of the Series 2022 Bonds.

(iv) The Reserve Account shall be deemed replenished by the City's reimbursement to the Surety Bond issuer of principal, interest and the Surety Bond issuer's reasonable expenses in connection with such Surety Bond Payment, as further provided in paragraph (d) of this Section (collectively, the "Surety Bond Costs"). The City's obligation to pay such Surety Bond Costs shall be limited to Net Revenues and shall be made in the order of priority set forth in Section 18(b)(SECOND) hereof. The Surety Bond issuer shall cooperate in advising the City from time to time of the amount of Surety Bond Costs, if any, then due and owing, and if the City fails to reimburse the Surety Bond issuer within 30 days after receipt of an itemized statement pursuant to Section 20(c)(ii), interest shall be computed

on such amount from the date of any payment made by the Surety Bond issuer at the rate set forth in the Surety Bond or the commitment therefor.

(d) This Ordinance shall not be discharged pursuant to Section 29 hereof until all Surety Bond Costs due and owing to the Surety Bond issuer shall have been paid in full. The City's obligation to pay such amounts shall survive payment in full of the Series 2022 Bonds.

**Section 21. General Administration of Funds and Accounts.**

(a) The Water Fund, the Rebate Account, the Bond Account, the Reserve Account, if any, and the Project Account shall be held in the custody of the City. Each periodic payment shall be credited to the proper fund or account not later than the date designated therefor, except that when any such date shall be a day which is not a Business Day, then such payment shall be made on or before the next succeeding Business Day.

(b) Securities or obligations purchased as an investment of moneys in the Water Fund or in any account thereof created by this Ordinance shall be deemed at all times to be a part of such Fund or account, except to the extent otherwise provided herein. Moneys in the Water Fund, the Rebate Account, the Bond Account and the Project Account not immediately needed may be deposited or invested and reinvested by the City in deposits or investments which are at the time Permitted Investments, subject to the provisions of this Section and Section 23 hereof. Interest and any profit realized or any loss resulting from investments in the Water Fund and the Bond Account shall be credited or charged to each such Fund or account, respectively (provided that interest or profit realized from investments in the Bond Account shall be deemed credited to the Water Fund for accounting purposes, subject to immediate transfer back to the Bond Account). Interest and profit realized and any loss resulting from investments in the Rebate Account shall be credited or charged to such account, except to the extent otherwise provided in Section 23 hereof.

(c) No payment need be made into the Bond Account if the amounts in the Bond Account total a sum at least equal to the entire amount of the Outstanding Series 2022 Bonds, as to all debt service requirements (both accrued and unaccrued) to their respective maturities or to any redemption date or redemption dates on which the City shall have exercised or shall have obligated itself to exercise its redemption option; in which case moneys in the Bond Account in an amount at least equal to such debt service requirements shall be used solely to pay such debt service requirements as the same become due; and any moneys in excess thereof in the Bond Account may be withdrawn and used for any lawful purpose, and thereafter nothing herein shall preclude the use of any other moneys derived from the Net Revenues for any lawful purpose, as determined by the City.

(d) Neither the City nor any officer or employee of the City shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Ordinance.

(e) The moneys in any fund or account herein authorized shall consist of lawful money of the United States or Permitted Investments or both such money and such Permitted Investments. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of a commercial bank, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

(f) Nothing herein prevents the accumulation in any fund or account herein designated of any money at a faster rate than the rate or minimum rate, as the case may be, provided therefor.

**Section 22. Rates and Charges.** The City covenants that it shall establish and collect rates and charges for the use or the sale of the products and services of the System, which together with other moneys available therefor (exclusive of any unappropriated fund balances), are expected to produce Revenues for each calendar year which will be at least sufficient for such calendar year to pay the sum of:

(a) all amounts estimated to be required to pay Operating Expenses during such calendar year;

(b) a sum equal to 110% of the debt service due on the Series 2022 Bonds for such calendar year and debt service coming due during such calendar year on the Parity Obligations, in each case computed as of the beginning of such calendar year;

(c) any Surety Bond Costs (as defined in Section 20 hereof) due and owing with respect to the Surety Bond, any amounts due and owing with respect to the reserve policies or amounts to be paid into any debt service reserve fund or account for other Parity Obligations (or other amounts due and owing pursuant to any insurance policy, surety bond, letter or line of credit, or similar credit facility utilized in lieu of such fund or account);

(d) a sum equal to the debt service on the Other Water Obligations and any Subordinate Obligations for such calendar year computed as of the beginning of such calendar year; and

(e) amounts necessary to pay and discharge all charges and liens on the System currently coming due and required to be paid out of the Revenues during such calendar year.

In the event that Revenues collected during a calendar year are not sufficient to meet the requirements of the rate covenant set forth above in this Section, the City shall, within 90 days of the end of such calendar year, cause an independent firm of accountants or consulting engineers, to prepare a rate study for the purpose of recommending a schedule of rates, fees and charges for the use of the System which in the opinion of the firm conducting the study will be sufficient to provide Revenues to be collected in the next succeeding calendar year which will provide compliance with said rate covenant. The City shall within six months of receipt of such study, adopt rates, fees and charges for the use of the System, based upon the recommendations contained in such study, which provide compliance with said rate covenant.

**Section 23. Tax Covenants and Rebate Account.**

(a) The City covenants for the benefit of the Owners of the Bonds that the City will not take or direct any action or omit to take or direct any action with respect to the Project, the System, the Series 2022 Bonds, the proceeds thereof, or any other funds of the City if such action or omission (i) would cause the interest on the Series 2022 Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code; (ii) would cause interest on the Series 2022 Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income; (iii) would subject the City to any penalties under Section 148 of the Code; or (iv) would cause interest on the Series 2022 Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law. The City further covenants, represents and warrants that the procedures set forth in any certificate signed by an officer of the City implementing the above covenant shall be complied with to the extent necessary to maintain the exemption of interest on the Series 2022 Bonds from federal income taxation or to avoid the application of any penalties under the Code (except to the extent noted in the foregoing provisions of this paragraph). All of the covenants contained in this Section shall remain in full force and effect, notwithstanding the payment in full or other defeasance of any of the Series 2022 Bonds, until all obligations of the City in fulfilling such covenants have been met.

(b) All of the amounts on deposit in the Water Fund or in any fund or account created under this Ordinance, and all amounts pledged to the payment of the Series 2022 Bonds, shall be invested in compliance with the requirements of Section 23(a). Amounts on deposit in the Rebate Account shall be treated as committed for Operating Expenses, and shall not be subject to the lien and pledge of this Ordinance, to the extent that such amounts are required to be paid to the United States Treasury.

(c) The City shall withdraw from the Water Fund for deposit into the Rebate Account, as Operating Expenses, amounts required to be deposited into the Rebate Account from time to time. The City shall cause amounts on deposit in the Rebate Account to be forwarded to the United States Treasury at the times and in the amounts and manner set forth in the certificate implementing the covenants of this Section. Upon receipt of an opinion of nationally recognized bond counsel that the balance in the Rebate Account is in excess of the amount required by Section 23(a) to be included therein, such excess shall be transferred to the Bond Account.

**Section 24. Additional Covenants and Agreements.** The City hereby further irrevocably covenants and agrees with each and every Owner that so long as any of the Series 2022 Bonds remain Outstanding:

(a) The City shall, in accordance with prudent water utility practice (i) at all times operate, manage and maintain the System and the properties thereof and any business in connection therewith in an efficient and economical manner; (ii) maintain the System in good repair, working order and operating condition; (iii) from time to time make



all necessary and proper repairs, renewals, replacement, additions, betterments and improvements with respect to the System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, that this covenant shall not be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System or from receipts of the System which are not pledged hereunder, and provided further that nothing in this Ordinance shall be construed as preventing the City from doing so.

(b) The rates, connection or other fees, or other tolls or charges for the services furnished by, or for the use of, the System or any part, products or facilities thereof, within or without the boundaries of the City, shall be reasonable and just, taking into account and consideration the cost and value of the System, the proper and necessary allowances for depreciation and the amounts necessary to comply with Section 22 hereof, including the payment of debt service on the Series 2022 Bonds, Parity Obligations, Subordinate Obligations and Other Water Obligations.

(c) The City shall not sell or alienate any of the property constituting any part or all of the System in any manner or to any extent that would materially adversely affect the security provided for the payment of the Series 2022 Bonds unless such property has been replaced by other similar property of at least equal value or has ceased to be necessary for the efficient operation of the System; provided, however, that the proceeds of any such sale of property shall be included in Revenues and shall be deposited into the Water Fund. Nothing in this Ordinance shall be construed to adversely affect security interests in System properties granted prior to delivery of the Series 2022 Bonds.

(d) The City shall promptly render bills for services furnished by, or the use of, the System or any part, products or facilities thereof, shall use all legal means to assure prompt payment thereof, shall take such action as may be necessary to make delinquent rates, connection or other fees, or other tolls or charges for the services furnished by, or the use of, the System or any part, products or facilities thereof, a lien upon the real property served, and to the extent permitted by law, shall discontinue service to any user who becomes delinquent in the payment of such charges until the delinquency and all interest, costs and expenses incident thereto have been paid in full. Subject to the requirements of the City's rate covenant in Section 22 hereof, this Ordinance shall not be construed to prohibit the City from providing service without charge to City-owned property open to use by the public, nor from negotiating reasonable settlements of delinquent accounts.

(e) The City shall keep accurate records and accounts for the System, separate and distinct from its other records and accounts, in such manner that the Revenues and the Net Revenues may at all times be readily and accurately determined. Such System records shall be maintained in accordance with Generally Accepted Accounting Principles and shall be audited annually by an independent accountant, which audit may be part of the annual audit of the general records and accounts of the City.

(f) The City shall maintain or cause to be maintained in force insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of the System, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining water system facilities of the nature of the System, including liability coverage, all to the extent available at reasonable cost. Nothing herein shall be deemed to preclude the City from asserting against any party a defense which may be available to the City, including, without limitation, a defense of sovereign immunity.

**Section 25. Additional Bonds.** Nothing in this Ordinance shall be construed to restrict or limit the issuance by the City of any obligations not secured by a lien on any portion of the Net Revenues, including, without limitation, Other Water Obligations. The following covenants, restrictions and limitations shall apply with respect to the issuance of obligations secured by a lien on all or any portion of the Net Revenues.

(a) The City covenants that it will not issue any obligations having a lien on all or any portion of the Net Revenues which is superior to the lien of the Series 2022 Bonds.

(b) The City covenants that it will not issue any Parity Obligations or Subordinate Obligations unless: (i) no Event of Default shall have occurred and be continuing, and the City is then in substantial compliance with the covenants of this Ordinance; and (ii) the City is then current in the accumulation of all amounts required by this Ordinance to be credited to the Bond Account and the Rebate Account, and all amounts required to be credited to other funds and accounts for the Parity Obligations, Subordinate Obligations or Other Water Obligations at the time Outstanding.

(c) Subject to the provisions of Section 25(e) concerning refundings, the City covenants that it will not issue any obligations having a lien on all or any portion of the Net Revenues which is on a parity with the lien of the Series 2022 Bonds (i.e. Parity Obligations) unless the Net Revenues for any 12 consecutive months out of the 18 months preceding the month in which such Parity Obligations are proposed to be issued is at least equal to the sum of (i) 110% of the debt service for the Maximum Debt Service Year of (A) the Outstanding Series 2022 Bonds and, to the extent Outstanding during such 12-month period, all Parity Obligations; and (B) the Parity Obligations proposed to be issued; and (ii) 100% of the debt service for the Maximum Debt Service Year of all then Outstanding Subordinate Obligations and Other Water Obligations, plus 100% of any Surety Bond Costs (as defined in Section 20 hereof) at the time due and owing with respect to the Surety Bond and similar repayment obligations and other amounts at the time due and owing with respect to the reserve or insurance policy for any Parity Obligations. For purposes of Sections 25(c) and (d), Net Revenues may be adjusted to reflect any rate increases adopted prior to the issuance of such proposed Parity Obligations.

(d) The City covenants that it will not issue any obligations having a lien on all or any portion of the Net Revenues which is subordinate to the lien of the Series 2022 Bonds (i.e., Subordinate Obligations) unless the Net Revenues for any 12 consecutive months out of the 18 months preceding the month in which such Subordinate Obligations are proposed to be issued were at least equal to 100% of the debt service for the

Maximum Debt Service Year of (i) the Series 2022 Bonds and, to the extent Outstanding during such 12-month period, all Parity Obligations, Subordinate Obligations, and Other Water Obligations; and (ii) the Subordinate Obligations proposed to be issued; plus 100% of any Surety Bond Costs (as defined in Section 20 hereof) at the time due and owing with respect to the Surety Bond and similar repayment obligations and other amounts at the time due and owing with respect to the reserve or insurance policy for any Parity or Subordinate Obligations.

(e) If at any time after the Series 2022 Bonds, or any part thereof, shall have been issued and remain Outstanding, the City shall find it desirable to refund any of such Series 2022 Bonds or any Parity Obligations, nothing in this Ordinance shall be construed in such a manner as to prevent such refunding, and any parity refunding obligations so issued to refund Series 2022 Bonds or Parity Obligations shall enjoy complete equality of lien with the portion of any obligations of the same parity issue or issues which are not refunded; provided, however, that, so long as any Series 2022 Bonds are Outstanding, refunding obligations secured by a lien on all or any portion of the Net Revenues may be issued on a parity with any portion of the Series 2022 Bonds or Parity Obligations remaining unrefunded only if:

(i) *Prior Consent.* The City first receives the consent of the Owners of the unrefunded Bonds, and the consent of Owners of any unrefunded Parity Obligations (or bond insurer thereof if so provided); or

(ii) *Requirements Not Increased.* The debt service payments on such refunding obligations do not exceed the debt service payments on the Series 2022 Bonds or Parity Obligations being refunded on any interest payment date, and the lien of the refunding obligations on all or any portion of the Net Revenues is not raised to a higher priority than the lien thereon of any obligations thereby refunded; or

(iii) *Parity Test.* The refunding obligations are issued in compliance with all applicable requirements of Sections 25(b) and (c) hereof.

(f) A written certificate of the City's Director of Finance that the applicable conditions set forth in this Section are met (including any adjustment of Net Revenues based on a rate increase as provided in paragraph (c) above) shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver Parity Obligations or Subordinate Obligations.

**Section 26. Events of Default.** An Event of Default shall exist if:

(a) the City fails to pay the principal, premium, if any, or interest on any Series 2022 Bond or on any Parity Obligation when due;

(b) the City defaults in the due and punctual performance of any of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed (other than those provided in Section 26(a) and except as otherwise provided in Section 30 hereof), and if such default

continues for 30 days after written notice, specifying such default and requiring the same to be remedied, is given to the City by the Owners of at least 25% in aggregate principal amount of the Series 2022 Bonds then Outstanding; provided that if such default cannot be cured within such 30 days, and during that period corrective action has commenced to remedy such default and subsequently is diligently pursued to the completion of such performance, an Event of Default shall not be deemed to have occurred.

(c) The City commences voluntary proceedings under any applicable federal or state bankruptcy, insolvency or other similar law.

**Section 27. Remedies.** Upon the happening and continuation of any Event of Default, as provided in Section 26 hereof, then the Owners of not less than 25% in aggregate principal amount of the Series 2022 Bonds then Outstanding, including without limitation, a trustee or trustees therefor, may proceed against the City to protect and enforce the rights of any Owner of Series 2022 Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the specific performance of any covenant or agreement contained herein, or for the appointment of a receiver of the System (consent to such an appointment being hereby granted), or for any proper legal or equitable remedy as such Owners, trustee or trustees may deem most effectual to protect and enforce such rights, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Series 2022 Bond, or to require the City to act as if it were the trustee of an express trust, or any combination of such remedies, or as otherwise may be authorized by any applicable statute or other provision of law; provided, however, that there shall be no right to acceleration of payment as a remedy for any Event of Default. All such proceedings at law or in equity shall be instituted, had and maintained for the ratable benefit of all Owners of the Series 2022 Bonds.

The failure of any Owner of any Outstanding Series 2022 Bond to proceed in any manner herein provided shall not relieve the City or any of its officers, agents or employees of any obligation to perform or carry out any duty, obligation or other commitment herein. Each right or privilege of any Owner of any Series 2022 Bond (or trustee therefor) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner of any Series 2022 Bond shall not be deemed a waiver of any other right or privilege of such Owner. Upon the happening of any Event of Default as provided in Section 26 hereof, the City will do and perform all proper acts on behalf of and for the Owners of the Outstanding Series 2022 Bonds to protect and preserve the security created for the payment of the Series 2022 Bonds and to insure the payment of the Series 2022 Bonds promptly as the same become due. If any remedial action is discontinued, the City and the Owners of the Series 2022 Bonds shall be restored to their positions prior to taking such action.

To the extent that additional remedies not provided for in this Ordinance (including, without limitation, any acceleration remedy) are provided for in the future with respect to Parity Obligations, the proceedings under which such Parity Obligations are issued shall provide that such remedies must be exercised for the equal and ratable benefit of the Series 2022 Bonds as well as such Parity Obligations.

Section 28. Amendments.

(a) The City may amend or modify any provision of this Ordinance without the consent of or notice to the Owners, as follows:

- (i) to grant to or confer upon the Owners any additional rights, remedies, powers, authority or security which may lawfully be granted or conferred;
- (ii) to cure any formal defect, omission or ambiguity in this Ordinance;
- (iii) to add to the covenants and agreements of the City set forth in this Ordinance;
- (iv) to subject to this Ordinance additional revenues, properties or collateral; or
- (v) to maintain the then current rating or to obtain any higher rating of the Series 2022 Bonds by one or more national or regional rating agencies.

The City may also amend or modify any provision of this Ordinance without any consent of or notice to the Owners and to effect any other changes in this Ordinance which, in the opinion of an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations of states and their political subdivisions is nationally recognized, do not materially and prejudicially affect the rights of the Owner of any Series 2022 Bond.

(b) In addition, the City may otherwise amend or modify any provision of this Ordinance with the written consent of the Owners of not less than 75% of the principal amount of the Series 2022 Bonds then Outstanding; provided, however, that the written consent of the Owners of 100% of the principal amount of the Series 2022 Bonds then Outstanding and materially adversely affected thereby is required:

- (i) to create a lien upon the Net Revenues ranking prior to the lien created by this Ordinance;
- (ii) to reduce the principal amount of the Series 2022 Bonds required for consent to any amendment or modification of this Ordinance; or
- (iii) to establish priorities between Series 2022 Bonds;

and further provided, that the maturity of any Series 2022 Bond may be extended, or the principal amount or interest rate of any Series 2022 Bond may be reduced, if and only if the written consent of the Owners of all Series 2022 Bonds materially adversely affected thereby is obtained.

Section 29. Defeasance. When the principal of and interest on any Series 2022 Bonds have been duly paid, the pledge and lien and all obligations hereunder with respect to such Series 2022 Bonds shall be discharged, and such Series 2022 Bonds shall no longer

be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment of any Series 2022 Bonds when the City has placed in escrow or in trust with a commercial bank, located within or without the State and exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount wholly or in part may be initially invested) to meet all requirements of principal of and interest on such Series 2022 Bonds as the same become due to their final maturities (including any amounts due pursuant to any mandatory sinking fund redemption) or upon any optional redemption dates as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option. The Federal Securities shall become due at or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and such bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such schedule. In the event that there is a defeasance of only part of the Series 2022 Bonds of any maturity, the Registrar shall, if requested by the City, institute a system to preserve the identity of the individual Series 2022 Bonds or portions thereof so defeased, regardless of changes in Series 2022 Bond numbers attributable to transfers and exchanges of Series 2022 Bonds; and the Registrar shall be entitled to reasonable compensation and reimbursement of expenses from the City in connection with such system.

**Section 30. Continuing Disclosure Undertaking.** The Mayor or other appropriate officer of the City is hereby authorized and directed to execute and deliver a certificate, agreement or other instrument to evidence the City's continuing disclosure undertaking (the "Undertaking") as required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, and the City hereby covenants to comply with such Undertaking. Any failure by the City to perform in accordance with the Undertaking shall not constitute an Event of Default under Section 26 of this Ordinance, and the rights and remedies provided by Section 27 of this Ordinance upon the occurrence of an Event of Default shall not apply to any such failure. Each Owner (including for this purpose the beneficial owners of the Series 2022 Bonds) shall be beneficiaries of the Undertaking and may enforce specific performance of the obligations contained in the Undertaking directly against the City by any judicial proceeding available.

**Section 31. Registrar and Paying Agent.** Zions First National Bank shall serve as the initial Registrar and Paying Agent for the Series 2022 Bonds, and the Director of Finance and designees of the Director of Finance shall be authorized representatives of the City for purposes of providing direction to the Registrar and Paying Agent. Upon 30 days' prior written notice to the Owners, Zions First National Bank (or any successor) may resign as Registrar or Paying Agent, or both (provided that no such resignation shall be effective until a successor Registrar and Paying Agent is appointed), and the City shall appoint a successor Registrar or Paying Agent, or both, which successor Registrar or Paying Agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and profits), however denominated, not less than \$10,000,000. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

**Section 32. Contract with Owners.** After the Series 2022 Bonds have been issued, this Ordinance shall constitute an irrevocable contract between the City and the Owners of the Series 2022 Bonds, and, except as otherwise provided herein, shall be and remain irrepealable until the Series 2022 Bonds and the interest thereon shall have been fully paid, satisfied and discharged. No provisions of any constitution, statute, charter, ordinance, resolution or any order or measure enacted after the issuance of the Series 2022 Bonds shall in any manner be construed as limiting or impairing the obligation of the City to keep and perform the covenants contained in this Ordinance.

**Section 33. Parties Interested Herein.** Except for the provisions of Section 30 hereof with respect to beneficial owners of the Series 2022 Bonds and except for provisions confirming rights with respect to Parity Obligations, nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon or to give or grant to any person or entity, other than the City, the Paying Agent, the Registrar, the Surety Bond issuer, so long as it is not in default under the Surety Bond, and the Owners from time to time of the Series 2022 Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, the Registrar, the Surety Bond issuer and each Owner from time to time of the Series 2022 Bonds.

**Section 34. Severability.** If any section, subsection, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 35. Statutes Superseded; Inconsistent Enactments Suspended.** Pursuant to Article XX of the State Constitution and the Charter, all statutes of the State which might otherwise apply in connection with the Series 2022 Bonds are hereby superseded to the extent inconsistent with this Ordinance. Any ordinances or other enactments of the City inconsistent with this Ordinance or the transactions contemplated hereby are hereby superseded to the extent of such inconsistency and shall to such extent be inapplicable to such transactions.

**Section 36. Limitation of Actions.** As provided in Section 5-21 of the Charter, no action or proceedings, at law or in equity, to review any acts or proceedings, or to question the validity of or enjoin the issuance or payment of the Series 2022 Bonds issued in accordance with their terms, or for any other relief against any acts or proceedings of the City done or had under Part Four (Sections 5-18 through 5-23, inclusive) of Article V of the Charter, shall be maintained against the City, unless commenced within 30 days after the performance of the act or final passage of the resolution or ordinance complained of, or else be thereafter perpetually barred.

**Section 37. Publication and Effective Date.** Following passage of this Ordinance on first reading, it shall be published in full in the Greeley Daily Tribune, a legal newspaper of general circulation in the City. Before this Ordinance shall be considered for final passage, there shall also be published a notice of hearing in accordance with the Charter and ordinances of the City. Pursuant to Section 3.17(f) of the Charter of the City,

this Ordinance, if not amended in substance after first reading hereof, shall be published after second reading and final passage either by title or in full, as the Council may determine. This Ordinance shall take effect five days after publication following final passage.

[Remainder of Page Left Intentionally Blank]



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

**INTRODUCED on \_\_\_\_\_, 202\_.**

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**ATTEST**

**THE CITY OF GREELEY, COLORADO**

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

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

**EXHIBIT A**

**SERIES 2022 BOND FORM**

**TRANSFER OF THIS SERIES 2022 BOND OTHER THAN BY  
REGISTRATION IS NOT EFFECTIVE**

**UNITED STATES OF AMERICA  
STATE OF COLORADO  
COUNTY OF WELD**

**CITY OF GREELEY**

**WATER REVENUE REFUNDING AND IMPROVEMENT BOND  
SERIES 2022**

No. R- \_\_\_\_\_ \$ \_\_\_\_\_

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Dated</b>	<b>CUSIP</b>
____%	August 1, _____	February __, 2022	392546 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Greeley, in the County of Weld, State of Colorado (the “City”), for value received, hereby promises to pay to the Registered Owner (named above), or registered assigns, but solely from the sources and in the manner hereinafter provided, the Principal Amount (stated above) on the Maturity Date (stated above) unless this Series 2022 Bond shall have been previously called for redemption, and solely from said sources and in the manner hereinafter provided to pay interest on said Principal Amount from the date hereof at the per annum Interest Rate (stated above) until the Principal Amount is paid. Interest on this Series 2022 Bond, calculated on the basis of a 360-day year consisting of twelve 30-day months, is payable semiannually on February 1 and August 1 in each year (the “Interest Payment Dates”) commencing August 1, 2022. The principal hereof is payable at maturity or prior redemption and upon presentation and surrender hereof at the office of Zions First National Bank as paying agent for the Series 2022 Bonds (the “Paying Agent”) or at the office of any successor paying agent appointed by the City. If upon presentation and surrender at or after maturity payment of this Series 2022 Bond is not made as herein provided, interest shall continue hereon at the Interest Rate until the Principal Amount hereof is paid in full. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in City Ordinance No. \_\_\_\_-2021 (the “Ordinance”) authorizing the issuance of the Series 2022 Bonds.

Interest on this Series 2022 Bond shall be paid on each Interest Payment Date (or, if such Interest Payment Date is not a business day, on the next succeeding business day), by check or draft mailed to the Registered Owner of this Series 2022 Bond at such Registered Owner’s address

as it appears on the registration records maintained by Zions First National Bank, as registrar and transfer agent for the Series 2022 Bonds (the “Registrar”), as of the close of business on the fifteenth day of the calendar month next preceding each Interest Payment Date (whether or not a business day) (the “Record Date”), regardless of any transfer or exchange of this Series 2022 Bond between such Record Date and such Interest Payment Date. Any such interest not so punctually paid shall cease to be payable to the Registered Owner as of such Record Date, and shall be payable to the Registered Owner as of a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of such defaulted interest, and notice of the Special Record Date shall be given to the Registered Owners of the Series 2022 Bonds of the series of which this is one (the “Series 2022 Bonds”) not less than 10 days prior to the Special Record Date by first-class mail to each such Registered Owner as shown on the Registrar’s registration records on a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for payment of such defaulted interest.

The principal of and interest on this Series 2022 Bond are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent or the Registrar. The principal of and interest on this Series 2022 Bond shall be paid, and this Series 2022 Bond is transferable, free from and without regard to any equities, setoffs or cross-claims between the City and the original or any intermediate owner hereof.

The Series 2022 Bonds maturing on and after August 1, 20\_\_ are callable for redemption prior to their respective maturities, at the option of the City, on and after August 1, 20\_\_, in whole or in part at any time thereafter (if in part, in integral multiples of \$5,000, from any maturity or maturities or portions thereof as selected by the City and by lot within a maturity, giving proportionate weight to Series 2022 Bonds in denominations larger than \$5,000, in such manner as the Registrar shall determine), at a redemption price equal to the principal amounts so redeemed plus accrued interest thereon to the redemption date, without redemption premium.

[Insert sinking fund redemption provisions, if any]

In the case of Series 2022 Bonds of a denomination larger than \$5,000, each \$5,000 of principal shall be treated as a separate Series 2022 Bond for purposes of determining which Series 2022 Bonds of a particular maturity are to be redeemed on a particular optional or mandatory sinking fund redemption date. If less than all of the principal amount of any Series 2022 Bond is redeemed, the Registrar shall, without charge to the Registered Owner of such Series 2022 Bond, authenticate and issue a replacement Series 2022 Bond or Series 2022 Bonds for the unredeemed portion thereof. Redemption shall be made upon not more than 60 days nor less than 30 days mailed notice to each Registered Owner of Series 2022 Bonds to be redeemed at the address shown on the registration records maintained by the Registrar, in the manner and upon the conditions provided in the Ordinance. Failure to give such notice by mailing to the Registered Owner of any Series 2022 Bond (or certain other entities as provided in the Ordinance), or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Series 2022 Bonds. Redemption procedures are subject to applicable procedures under the below-described book-entry system.

The Series 2022 Bonds are authorized and issued for the purpose of financing or refinancing the cost of improvements, betterments, extensions and expansions of the City's water system (the "System"), as defined and described in the Ordinance, all under the authority of and in full conformity with applicable provisions of the Constitution and laws of the State of Colorado and the Charter and ordinances of the City.

The Series 2022 Bonds are special, limited obligations of the City payable solely from the Revenues of the System after deduction of Operating Expenses of the System (as further defined and provided in the Ordinance, the "Net Revenues") and from moneys in the Series 2022 Bond Account established by the Ordinance. The Series 2022 Bonds constitute an irrevocable and first lien (but not an exclusively first lien) on the Net Revenues, on a parity with the lien thereon all Parity Obligations. Subject to conditions set forth in the Ordinance, additional obligations may be issued in the future having a lien on Net Revenues on a parity with or subordinate to the lien of the Series 2022 Bonds.

The Series 2022 Bonds do not constitute a debt or indebtedness of the City, Weld County, the State or any political subdivision of the State within the meaning of the City's Charter or any constitutional or statutory provision or limitation, and are not secured by the full faith and credit of the City or by any taxing power of the City or any other government; nor do the Series 2022 Bonds constitute a multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of Article X, Section 20 of the State Constitution, nor shall the Series 2022 Bonds be considered or held to be general obligations of the City. The owners of the Series 2022 Bonds may not look to any general fund of the City for the payment of the debt service requirements of the Series 2022 Bonds, nor do they have the right to require or compel the exercise of the ad valorem property taxing power or any other taxing power of the City or of any other taxing entity for payment of the Series 2022 Bonds.

This Series 2022 Bond is subject to all terms and provisions of the Ordinance but contains only a summary of certain terms and provisions thereof. Reference is hereby made to the Ordinance, and to any and all modifications and amendments thereof, for the complete terms and provisions to which this Series 2022 Bond is subject, including, among others, terms and provisions with respect to the custody and application of proceeds of the Series 2022 Bonds, the receipt and disposition of System revenues, the nature and extent of the security, the terms and conditions under which additional obligations secured by a lien on the Net Revenues may be issued, the rights, duties, obligations and immunities of the City and its officers, and the rights and remedies of the Registered Owners of the Series 2022 Bonds; and by the acceptance of this Series 2022 Bond the owner hereof assents to all provisions of the Ordinance.

To the extent and in the manner provided by the Ordinance, the provisions of the Ordinance may be amended or modified by action of the City. The pledge of the Net Revenues and the other obligations and covenants of the City under the Ordinance may be discharged at or prior to the final maturity of the Series 2022 Bonds upon the making of provision for payment of the Series 2022 Bonds on the terms and conditions set forth in the Ordinance.

This Series 2022 Bond must be registered in the name of the owner as to both principal and interest on the registration records maintained by the Registrar in conformity with the provisions

stated herein and endorsed hereon and subject to the terms and conditions set forth in the Ordinance.

No transfer of this Series 2022 Bond shall be valid unless made on the registration records maintained by the Registrar by the Registered Owner or such Registered Owner's attorney duly authorized in writing. This Series 2022 Bond may be transferred or exchanged by the Registered Owner hereof upon surrender of this Series 2022 Bond for transfer or exchange at the office of the Registrar or a successor transfer agent, duly endorsed or accompanied by a written instrument of transfer or authorization for exchange in form satisfactory to the Registrar and executed by the Registered Owner hereof or such Registered Owner's attorney duly authorized in writing. Thereupon a new fully registered Series 2022 Bond or Series 2022 Bonds of authorized denomination or denominations of the same aggregate principal amount and maturity and bearing interest at the same rate will be issued to the transferee, or, if exchanged, the Registered Owner, subject to the terms and conditions and on payment of such charges as may be imposed by the Registrar as provided in the Ordinance. The City, the Paying Agent and the Registrar may deem and treat the person in whose name this Series 2022 Bond is registered (whether or not this Series 2022 Bond shall be overdue) as the absolute owner hereof for the purpose of making payment and for all other purposes (except to the extent otherwise provided hereinabove and in the Ordinance with respect to Record Dates and Special Record Dates for the payment of interest, and except as otherwise provided in the Ordinance with respect to certain continuing disclosure matters and with respect to certain rights of the Series 2022 Bond Insurer), and neither the City, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

The Registrar will not be required to transfer or exchange (a) all or any portion of any Series 2022 Bond subject to prior redemption during the period beginning at the opening of business fifteen days before the day of the mailing by the Registrar of notice calling any Series 2022 Bonds for prior redemption and ending at the close of business on the day of such mailing; or (b) all or any portion of a Series 2022 Bond after the mailing of notice calling such Series 2022 Bond or any portion thereof for prior redemption.

Notwithstanding the foregoing, so long as the ownership of the Series 2022 Bonds is maintained in book-entry form by The Depository Trust Company ("DTC") or a nominee thereof, (a) this Series 2022 Bond may be transferred in whole but not in part only to DTC or a nominee thereof or to a successor securities depository or its nominee; (b) the City and the Registrar may treat and consider DTC as the absolute owner hereof for the purpose of payment, for the purpose of giving notices of redemption and other matters with respect to this Series 2022 Bond, for purposes of registering transfers hereof, and for all other purposes whatsoever (except as otherwise provided in the Ordinance with respect to certain continuing disclosure matters and with respect to certain rights of the Series 2022 Bond Insurer); and (c) the Registrar shall pay all principal of and interest hereon only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to payment hereon to the extent of the sum or sums so paid. NEITHER THE CITY, THE PAYING AGENT NOR THE REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC'S PARTICIPANTS OR INDIRECT PARTICIPANTS, TO THE PERSONS FOR WHOM THEY ACT AS NOMINEES, OR TO ANY BENEFICIAL OWNERS OF THE SERIES 2022 BONDS, WITH RESPECT TO PAYMENTS TO OR THE PROVIDING OF NOTICE FOR DTC'S

PARTICIPANTS OR INDIRECT PARTICIPANTS OR THEIR NOMINEES OR THE BENEFICIAL OWNERS OF THE SERIES 2022 BONDS.

It is hereby recited, certified and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Series 2022 Bond.

This Series 2022 Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Registrar shall have manually signed the Certificate of Authentication hereon.

IN WITNESS WHEREOF, the City Council of the City of Greeley, Colorado has caused this Series 2022 Bond to be executed with the manual or facsimile signature of the Mayor of the City and to be attested by the manual or facsimile signature of the City Clerk under an impression of the seal of the City or a facsimile thereof, all as of the date set forth above.

[SEAL]

\_\_\_\_\_  
Mayor

Attest:

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

**REGISTRAR'S CERTIFICATE OF AUTHENTICATION**

This is one of the Series 2022 Bonds described in the within-mentioned Ordinance, and this Series 2022 Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Series 2022 Bonds.

ZIONS FIRST NATIONAL BANK, as  
Registrar

By \_\_\_\_\_  
Authorized Representative

Date of Authentication  
and Registration: February \_\_, 2022

**PREPAYMENT PANEL**

The following installments of principal (or portion thereof) of this Series 2022 Bond have been prepaid in accordance with the terms of the Ordinance authorizing the issuance of this Series 2022 Bond.

<b>Date of Prepayment</b>	<b>Principal Prepaid</b>	<b>Signature of Authorized Representative of DTC</b>



FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Series 2022 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Series 2022 Bond on the records kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_

Signature must be guaranteed by a member of a Medallion Signature Program

Address of transferee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security or other tax identification number of transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Series 2022 Bond in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Registrar for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

[Attach Affidavits of Publication of Ordinance —  
\_\_\_\_\_, 2021 and \_\_\_\_\_, 2022]

**PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY \_\_, 2022**

**NEW ISSUE**  
**BOOK-ENTRY ONLY**

**RATINGS: Moody's: "\_\_\_"**  
**S&P: "\_\_\_"**  
**See "RATINGS"**

*In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. For a more detailed description of such opinions of Bond Counsel, see "TAX MATTERS" herein.*

\$ \_\_\_\_\_ \*

**City of Greeley, Colorado**  
acting by and through its  
**Water Enterprise**

**Water Revenue Refunding and Improvement Bonds**  
**Series 2022**

**Dated: Date of Issue**

**Due: August 1, as shown below**

The Series 2022 Bonds (the "Series 2022 Bonds") are issued by the City of Greeley, Colorado (the "City"), acting by and through its Water Enterprise (the "Enterprise"), as fully registered bonds in Book-Entry-Only form only in denominations of \$5,000 or integral multiples thereof. The Series 2022 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), securities depository for the Series 2022 Bonds. Individual purchases will be made in book-entry form in authorized denominations. Purchasers, as Beneficial Owners, will not receive certificates evidencing their interest in the Series 2022 Bonds. Interest on the Series 2022 Bonds is payable August 1, 2022 and semiannually thereafter each February 1 and August 1 until maturity.

<b>Year</b>	<b>Principal Amount</b>	<b>Rate</b>	<b>Yield</b>	<b>CUSIP<sup>1, ©</sup></b>	<b>Year</b>	<b>Principal Amount</b>	<b>Rate</b>	<b>Yield</b>	<b>CUSIP<sup>1, ©</sup></b>
2022	\$	%		392546	2033	\$	%		392546
2023				392546	2034				392546
2024				392546	2035				392546
2025				392546	2036				392546
2026				392546	2037				392546
2027				392546	2038				392546
2028				392546	2039				392546
2029				392546	2040				392546
2030				392546	2041				392546
2031				392546	2042				392546
2032				392546					

The Series 2022 Bonds are issued for the purposes of (i) refunding the City's outstanding Water Revenue Bonds, Series 2012 (the "Series 2012 Bonds") and (ii) defraying, in whole or in part, the cost of additions and improvements to the water system (the "System") operated by the City's Water Enterprise (the "Enterprise"). The Series 2022 Bonds are special and limited obligations, payable solely from and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived from the operation of the System after payment of all necessary and proper costs of efficient operation and maintenance thereof. See "SECURITY FOR THE SERIES 2022 BONDS—Pledge and Application of Net Revenues of the System." THE SERIES 2022 BONDS ARE NOT A DEBT, INDEBTEDNESS OR MULTIPLE FISCAL YEAR FINANCIAL OBLIGATION OF THE CITY AND ARE NOT PAYABLE IN WHOLE OR IN PART FROM THE PROCEEDS OF GENERAL PROPERTY TAXES OR ANY OTHER FORM OF TAXATION.

**The Series 2022 Bonds are subject to redemption prior to maturity as described under the caption "THE SERIES 2022 BONDS—Redemption."**

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

The Series 2022 Bonds are offered when, as, and if issued by the City and accepted by the Underwriter named below, subject to prior sale, the approval of validity by Kutak Rock LLP, Denver, Colorado, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Douglas Marek, Esq., City Attorney. Hilltop Securities Inc. has acted as financial advisor to the City in connection with the Series 2022 Bonds. Delivery of the Series 2022 Bonds through the facilities of DTC in New York, New York, is expected on or about February \_\_, 2022.

**SELLING: February \_\_, 2022**  
**MANNER OF SALE: Parity**  
**FINANCIAL ADVISOR: Hilltop Securities, Inc.**

**The date of this Official Statement is February \_\_, 2022**

\* Preliminary; subject to change.

<sup>1</sup> The City assumes no responsibility for the accuracy of the CUSIP number, which is included solely for the convenience of owners of the Series 2022 Bonds.

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

No dealer, salesman or other person has been authorized to give any information or to make any representation with respect to the Series 2022 Bonds which is not contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. The information in this Official Statement is subject to change and neither the delivery of this Official Statement nor any sale made after any such delivery shall, under any circumstances, create any implication that there has been no change since the date of this Official Statement. This Official Statement shall not constitute an offer to sell or the solicitation of any offer to buy, and there shall be no sale of any of the Series 2022 Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and obtained from other sources which are believed to be reliable.

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**THE PRICES AT WHICH THE SERIES 2022 BONDS ARE OFFERED MAY VARY FROM THOSE SHOWN ON THE COVER PAGE HEREOF AND THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE ORIGINAL OFFERING PRICES TO DEALERS AND OTHERS.**

**SUMMARY OF THE OFFICIAL STATEMENT**

- The City .....** The City of Greeley, Colorado (the “City”) is located in central Weld County approximately 52 miles north of the Denver, Colorado metropolitan area. It currently has a 2021 projected population of 111,146 persons and covers approximately [47.3] square miles. The City was incorporated in 1886. It is a home rule city and operates under a Charter which provides for a council-manager form of government. See “THE CITY.”
  
- The Series 2022 Bonds .....** The City of Greeley, Colorado, acting by and through its Water Enterprise, Water Revenue Refunding and Improvement Bonds, Series 2022, in the aggregate principal amount of \$\_\_\_\_\_ \* (the “Series 2022 Bonds”), are issued by the City, acting by and through its Water Enterprise (the “Enterprise”), and will be delivered in Book-Entry-Only form through the facilities of The Depository Trust Company, New York, New York.
  
- Security .....** The Series 2022 Bonds are special and limited obligations of the City, acting by and through the Enterprise, payable solely out of and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived by the City from the operation of its municipal water system (the “System”) after payment of all necessary and proper costs of efficient operation and maintenance of the System. See “THE SERIES 2022 BONDS—Security.” The Series 2022 Bonds are not general obligations of the City and are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation.
  
- Redemption.....** The Series 2022 Bonds are subject to redemption prior to maturity as described under the caption “THE SERIES 2022 BONDS—Redemption.”
  
- The Enterprise.....** The Enterprise was organized to facilitate the operation of the System on a fully self-supporting basis and operates as a City owned business. The City Council (the “Council”) of the City and the Greeley Water and Sewer Board (the “Board”) manage the Enterprise. See “THE ENTERPRISE.”
  
- The System.....** The System was constructed for the purpose of providing water facilities and services to persons and property both inside and outside the City. It includes water rights, raw water diversion, non-potable distribution and pump stations, transmission and storage facilities, water treatment facilities, treated water storage facilities and distribution lines. Owners of all improved properties in the City and certain properties outside the City are served by the System and pay service charges to the Enterprise which are based upon their water consumption. See “THE SYSTEM.”

The operations and revenue-generating capacity of the System are

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\* Preliminary; subject to change.

subject to many of the same risks and contingencies affecting other large Western water systems. These include, among other factors, variability in the supply of water due to weather, climate and overall watershed conditions (see “THE SYSTEM – Factors Affecting the Delivery of Water to Customers” and “THE SYSTEM – Water Supply – Climate, Drought and Wildfire Concerns”); the need to convey water over long distances and provide adequate water storage (See “THE SYSTEM – Water Supply”); the need for ongoing management of ratemaking and financial policies (See “FINANCIAL INFORMATION CONCERNING THE SYSTEM”); substantial environmental regulation (See “THE SYSTEM – Environmental Concerns”); and substantial future capital needs for water rights and System infrastructure (See “THE SYSTEM – Planned Capital Improvements”).

**The Project .....** The Series 2022 Bonds are being issued for the purposes of (i) refunding the City’s outstanding Series 2012 Bonds and (ii) defraying, in whole or in part, the cost of additions and improvements to the System. See “USE OF PROCEEDS—The Project.”

**Constitutional Limitations on Taxes, Revenues, Borrowing and Spending.....** In 1992, the Colorado Constitution was amended to impose substantial limitations, including voter approval requirements, upon the taxes, revenues, borrowing and spending of the State and local governments. The Series 2022 Bonds are permitted to be issued without voter approval under the provisions of such amendment which exclude “enterprises” and their bonds, and refunding bonds, from such limitations. See “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING.”

**Tax Treatment of Interest on the Series 2022 Bonds .....** In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS.”

**Professionals .....** The following professionals are participating in the initial offering of the Series 2022 Bonds:

**Bond Counsel:** Kutak Rock LLP  
1801 California Street  
Suite 3000  
Denver, CO 80202

Telephone: (303) 297-2400

**Financial Advisor:**

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

**Underwriter:**

Telephone:

**Additional Information;**

**Continuing Disclosure**

**Undertaking.....**

Additional information concerning the City, the Enterprise and the Series 2022 Bonds may be obtained from the Finance Director of the City at 1000 10<sup>th</sup> Street, Greeley, Colorado 80631, Telephone: (970) 350-9732, or from the Underwriter, at the address and telephone number shown above. Pursuant to Securities and Exchange Commission Rule 15c2-12, the City will enter into an undertaking to provide certain information concerning the Series 2022 Bonds on a continuing basis. See “THE SERIES 2022 BONDS—Continuing Disclosure Undertaking.”

**THE FOREGOING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE DETAILED INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT. EACH PROSPECTIVE INVESTOR SHOULD READ THE OFFICIAL STATEMENT IN ITS ENTIRETY TO MAKE AN INFORMED INVESTMENT DECISION.**

[Remainder of Page Intentionally Left Blank]

**OFFICIAL STATEMENT**

Relating to:

\$ \_\_\_\_\_ \*

**City of Greeley, Colorado**  
**Water Revenue Refunding and Improvement Bonds**  
**Series 2022**

**INTRODUCTION**

This Official Statement, including its Cover Page and Appendices, is furnished in connection with the issuance by the City of Greeley, Colorado (the “City”), acting by and through its Water Enterprise (the “Enterprise”), of \$ \_\_\_\_\_ \* aggregate principal amount of Water Revenue Refunding and Improvement Bonds, Series 2022 (the “Series 2022 Bonds”). The term “City” as used in this Official Statement refers to the City and, where appropriate, to the City acting by and through the Enterprise. The City is a political subdivision of the State of Colorado (the “State”) organized and existing as a home rule city under the laws of the State and a home rule charter (the “Charter”).

The Series 2022 Bonds are being issued for the purpose of (i) refunding the City’s outstanding Series 2012 Bonds and (ii) defraying, in whole or in part, the cost of additions and improvements to the System, as described under the caption “USE OF PROCEEDS—The Project.” The Series 2022 Bonds are being issued on a parity with the City’s outstanding Water Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”), Water Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”), Water Revenue Bonds, Series 2018 (the “Series 2018 Bonds” and, together with the Series 2014 Bonds and the Series 2016 Bonds, the “Parity Obligations”) and certain other obligations described under the caption “SECURITY FOR THE SERIES 2022 BONDS.”

The Series 2022 Bonds are payable solely from and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived by the Enterprise from the operation of the System after payment of necessary and proper costs of efficient operation and maintenance of the System. See “SECURITY FOR THE SERIES 2022 BONDS.”

The references to and summaries of provisions of the Constitution and laws of the State of Colorado and the descriptions of documents included herein do not purport to be complete and are qualified in their entirety by reference to the complete provisions thereof, copies of which are available from the City or from the Underwriter, during the period of the initial offering of the Series 2022 Bonds.

**FORWARD-LOOKING STATEMENTS**

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS RELATING TO FUTURE RESULTS THAT ARE “FORWARD-LOOKING STATEMENTS” AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS “ESTIMATE,” “FORECAST,” “INTEND,” “EXPECT,” “PROJECTED” AND SIMILAR EXPRESSIONS IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. ANY PROJECTION IS SUBJECT TO SUCH UNCERTAINTIES.

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\* Preliminary; subject to change.



INEVITABLY, SOME ASSUMPTIONS USED TO DEVELOP THE PROJECTIONS WILL NOT BE REALIZED AND UNANTICIPATED EVENTS AND CIRCUMSTANCES WILL OCCUR. THEREFORE, IT CAN BE EXPECTED THAT THERE WILL BE DIFFERENCES BETWEEN PROJECTIONS AND ACTUAL RESULTS, AND THOSE DIFFERENCES MAY BE MATERIAL.

### THE SERIES 2022 BONDS

The Series 2022 Bonds are dated, mature and bear interest as set forth on the cover page of this Official Statement.

#### Security

The Series 2022 Bonds are being issued under City Ordinance No. \_\_ (the “Ordinance”) adopted by the City Council, acting as such and as the governing body of the Enterprise, supplemented, as to certain final terms of the Series 2022 Bonds, by a Final Terms Certificate executed by the City’s Finance Director (the “Final Terms Certificate” and, collectively with the Ordinance, the “Bond Ordinance”). The Series 2022 Bonds are payable solely from and secured by a pledge of and an irrevocable lien on the net revenues (the “Net Revenues”) of the System and certain accounts designated in the Bond Ordinance. See “APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Definitions.” **The Series 2022 Bonds do not constitute a general obligation of the City or a debt, indebtedness or multiple fiscal year financial obligation of the City, the County, the State of Colorado or any political subdivision thereof within the meaning of the Charter or any constitutional or statutory provision or limitation, and no owner of any Series 2022 Bond may look to any source of funds other than the Net Revenues and such designated accounts for payment of debt service on the Series 2022 Bonds.**

The Series 2022 Bonds constitute an irrevocable and first lien (but not an exclusively first lien) upon the Net Revenues. The City has issued, and there are currently outstanding, several series of Parity Obligations; and additional obligations payable from Net Revenues may be issued in the future on a parity with or subordinate to the Series 2022 Bonds, subject to the conditions provided in the Bond Ordinance. See “SECURITY FOR THE SERIES 2022 BONDS—Additional Obligations.” The City has covenanted in the Bond Ordinance to establish and collect rates and charges for products and services of the System which, together with other monies available therefor (exclusive of any unappropriated fund balances), are expected to produce Revenues (as defined in the Bond Ordinance) for each calendar year which would be at least sufficient for such calendar year to pay the sum of (i) estimated Operating Expenses (as defined in the Bond Ordinance) during such calendar year, (ii) 110% of the debt service coming due on the Series 2022 Bonds and all Parity Obligations for such calendar year, in each case computed as of the beginning of such calendar year, (iii) any amounts payable with respect to any debt service reserve fund or account for Parity Obligations (or other amounts due and owing or to be paid during such calendar year pursuant to any insurance policy, surety bond, letter or line of credit or similar credit facility utilized in lieu of such fund or account), (iv) debt service requirements for certain other water-related obligations (as more specifically defined herein under “APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Definitions—*Other Water Obligations*”) and for Subordinate Obligations (as defined in the Bond Ordinance) for such calendar year computed as of the beginning of such calendar year, and (v) amounts necessary to pay and discharge all charges and liens on the System currently coming due and required to be paid out of the Revenues during such calendar year. See “SECURITY FOR THE SERIES 2022 BONDS—Rate Covenant” below. For a summary of the provisions of the Bond Ordinance governing the issuance of Parity Obligations, see “SECURITY FOR THE SERIES 2022 BONDS—Additional Obligations.” The City reserves the right (subject to the conditions in the Bond Ordinance) to issue additional obligations secured by the Net Revenues from time to time as the needs of the System require.

## Redemption

The Series 2022 Bonds are subject to redemption prior to maturity as follows:

**Optional Redemption.** The City’s home rule charter requires that all bond issues contain a provision for redemption prior to maturity. The Series 2022 Bonds maturing on August 1, 20\_\_ and thereafter are subject to redemption prior to their maturity at the option of the City, in whole or in part, on August 1, 20\_\_ or at any time thereafter (if in part, in integral multiples of \$5,000 by lot in accordance with applicable procedures of the book-entry system described below or otherwise in such manner as the Registrar shall determine), at a redemption price equal to the principal amount of each Series 2022 Bond or portion thereof so redeemed plus accrued interest thereon to the redemption date, without redemption premium.

**Redemption Procedures.** In the case of Series 2022 Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or integral multiples thereof) may be redeemed, in which case the Registrar shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Notice of any prior redemption shall be given by the Registrar in the name of the City by sending a copy of such notice, by electronic means or first-class, postage prepaid mail, not less than 30 days nor more than 60 days prior to the redemption date, to the registered owners of the Series 2022 Bonds to be redeemed (i.e., to Cede & Co. as describe below under “Book-Entry Only System”). Failure to give such notice to the owner of any Series 2022 Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds. Notice having been given in the manner provided in the Bond Ordinance, the Series 2022 Bonds so called for redemption shall become due and payable on the redemption date so designated and interest on such Bonds shall cease to accrue. Upon presentation thereof at the Registrar, the City shall pay the Series 2022 Bond or Series 2022 Bonds so called for redemption (accrued interest thereon to the redemption date being payable by mailed check or draft or by agreed alternative means).

The provisions of the Bond Ordinance relating to redemption notices, selection of Series 2022 Bonds or portions thereof to be redeemed, and other provisions as to redemption procedures are subject to applicable procedures of the book-entry system described below.

### Book-Entry Only System

The Series 2022 Bonds will be available only in book-entry form in principal amounts of \$5,000 or integral multiples thereof. The Depository Trust Company (“DTC”) will act as the initial securities depository for the Series 2022 Bonds. The ownership of one fully registered Bond for each maturity as set forth on the cover page of this Official Statement, each in the aggregate principal amount of such maturity, will initially be registered in the name of Cede & Co., as nominee for DTC. See “APPENDIX E—INFORMATION RELATING TO BOOK-ENTRY-ONLY SYSTEM.” Pursuant to the Bond Ordinance, Zions Bancorporation, National Association is to act as the initial registrar and paying agent for the Series 2022 Bonds.

SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE SERIES 2022 BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE OWNERS OR REGISTERED OWNERS OF THE SERIES 2022 BONDS WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS AS FURTHER DESCRIBED IN APPENDIX E TO THIS OFFICIAL STATEMENT.

NEITHER THE CITY NOR THE REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC'S DIRECT OR INDIRECT PARTICIPANTS, OR TO THE PERSONS FOR WHOM SUCH PARTICIPANTS ACT AS NOMINEES, OR TO THE BENEFICIAL OWNERS OF THE SERIES 2022 BONDS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER THE CITY NOR THE REGISTRAR SHALL HAVE ANY RESPONSIBILITY OR OBLIGATION WITH RESPECT TO (I) THE ACCURACY OF THE RECORDS OF DTC OR ANY DTC PARTICIPANT, (II) PAYMENTS OR THE GIVING OF NOTICE (INCLUDING ANY REDEMPTION NOTICE) TO DTC'S DIRECT OR INDIRECT PARTICIPANTS, THEIR NOMINEES, ANY BENEFICIAL OWNERS OF THE SERIES 2022 BONDS, OR ANY PERSON OTHER THAN DTC, (III) THE SELECTION BY DTC OR ANY DTC PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF PARTIAL REDEMPTION OF THE SERIES 2022 BONDS, OR (IV) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS REGISTERED OWNER.

Provisions substantially similar to those described above would also be expected to apply with respect to any successor securities depository.

### **Special Obligations**

The Series 2022 Bonds are special, limited obligations of the City, payable solely from the Net Revenues and the Bond Account, all as defined in the Bond Ordinance. See "APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Definitions."

There is no bond trustee or similar person or entity to monitor or enforce the provisions of the Bond Ordinance; therefore the owners of the Series 2022 Bonds should be prepared to enforce such provisions for themselves if the need to do so ever arises. There is no provision for the acceleration of maturity of the principal of the Series 2022 Bonds in the event of a default. Consequently, remedies available to the owners of the Series 2022 Bonds may have to be enforced from year to year.

The Charter requires that the City's Water and Sewer Board (the "Board"), which is responsible for the operation and maintenance of the System and the City's sanitary sewer system, annually establish minimum water rates which are sufficient to provide for the operation and maintenance of the System, all System debt service requirements, and additions to a reserve to offset depreciation to the System. The Council is prohibited by the Charter from lowering the minimum water rates established by the Board. Pursuant to the Charter, all funds received from the System rates can only be used for purposes related to the System; they are not permitted to be used for general City purposes.

### **Continuing Disclosure Undertaking**

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

The specific information required to be provided by the City under the Continuing Disclosure Undertaking includes: (a) notice of the occurrence of any of the events enumerated in the Rule; (b) annual audited financial statements; and (c) annual operating results with respect to the items described in the final Official Statement in Tables V, VI, VII, VIII and IX [confirm tables]

The City has entered into numerous continuing disclosure undertakings in connection with other financings. In connection with the preparation of a previous Official Statement, it came to the attention of

the City that certain material event notices and financial and operating information were not provided as specified in such past undertakings. The City has filed supplemental information together with the notices required by the Rule and has modified its compliance procedures to ensure compliance with the requirements of its continuing disclosure undertakings. Failure to perform the Continuing Disclosure Undertaking does not constitute an Event of Default under the Bond Ordinance, but any such failure may materially and adversely affect secondary market trading in the Series 2022 Bonds. [Kutak to review 5-year compliance]

## SECURITY FOR THE SERIES 2022 BONDS

### **Pledge and Application of Net Revenues of the System**

The Series 2022 Bonds are secured by a first lien, but not an exclusively first lien, on the Net Revenues of the System, which are irrevocably pledged to the payment of principal and interest on the Series 2022 Bonds and Parity Obligations. Net Revenues for any period are defined in the Bond Ordinance as the Revenues of the System during such period less Operating Expenses during such period. See “APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Definitions.” The Bond Ordinance requires the City to credit all Revenues to the City’s Water Fund, to apply Revenues on or before the last day of each month to pay Operating Expenses as they become due and payable, and then to credit Net Revenues in the following order of priority: (i) to the Bond Account, and concurrently to debt service accounts for Parity Obligations; (ii) to the debt service reserve funds or accounts for Parity Obligations (or for repayment pursuant to any insurance policy, surety bond, letter or line of credit, or similar credit facility utilized in lieu of such debt service reserve fund or account); (iii) to debt service and reserve funds and accounts for Subordinate Obligations; and (iv) for other lawful purposes (which may include payment of debt service on Other Water Obligations). See “APPENDIX B — SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Definitions” and “—Flow of Funds.”

### **Rate Covenant**

The City has covenanted to establish and collect rates and charges for the use or sale of System products and services which, together with other moneys available therefor (exclusive of any unappropriated fund balances), are expected to produce Revenues for each calendar year which would be at least sufficient for such calendar year to pay the sum of (i) all amounts estimated to be required to pay Operating Expenses during such calendar year, (ii) 110% of the debt service coming due on the Series 2022 Bonds and all Parity Obligations for such calendar year, in each case computed as of the beginning of such calendar year, (iii) any amounts payable with respect to any debt service reserve fund or account for Parity Obligations (or other amounts due and owing or to be paid during such calendar year pursuant to any insurance policy, surety bond, letter or line of credit or similar credit facility utilized in lieu of such fund or account), (iv) all debt service on Other Water Obligations and any Subordinate Obligations for such calendar year computed as of the beginning of such calendar year, and (v) amounts necessary to pay and discharge all charges and liens on the System currently coming due and required to be paid out of Revenues during such calendar year. See “APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Rate Covenant.”

In the event that Revenues collected during a calendar year are not sufficient to meet the requirements of the rate covenant described above, the Bond Ordinance requires the City, within 90 days of the end of such calendar year, to cause an independent firm of accountants or consulting engineers, to prepare a rate study for the purpose of recommending a schedule of rates, fees and charges for the use of the System which in the opinion of the firm conducting the study will be sufficient to provide Revenues to

be collected in the next succeeding calendar year which would provide compliance with the rate covenant. The City is then required within six months of receipt of such study, to adopt rates, fees and charges for the use of the System, based upon the recommendations contained in such study, which provide compliance with the rate covenant.

### **Additional Obligations**

The Bond Ordinance reserves to the City the right (subject to stated conditions) to issue, from time to time, additional bonds and other types of securities and obligations or series thereof having a lien on all or any portion of the Net Revenues which is on a parity with or subordinate to the lien thereon of the Series 2022 Bonds.

The Bond Ordinance provides that Parity Obligations may be issued only if the following conditions are met:

(A) No Event of Default (as defined in the Bond Ordinance) has occurred and is continuing and the City is then in substantial compliance with the covenants of the Bond Ordinance;

(B) The City is then current in the accumulation of all amounts required by the Bond Ordinance to be credited to the Bond Account and the Rebate Account, and all amounts required to be credited to other funds and accounts for Parity Obligations, Subordinate Obligations or Other Water Obligations then Outstanding; and

(C) Net Revenues for any 12 consecutive months out of the 18 months preceding the month in which such Parity Obligations are proposed to be issued are at least equal to the sum of (a) 110% of the debt service for the Maximum Debt Service Year (as defined in the Bond Ordinance) of (i) the Outstanding Bonds and, to the extent Outstanding during such 12 month period, Parity Obligations, and (ii) the Parity Obligations proposed to be issued; and (b) 100% of the debt service for the Maximum Debt Service Year of all then Outstanding Subordinate Obligations and Other Water Obligations, plus 100% of any then outstanding obligations to re-accumulate reserve accounts for Parity Obligations and any repayment obligations and other amounts at the time outstanding with respect to reserve credit facilities, if any, for the Parity Obligations (except to the extent that inclusion of any such amounts may be waived or reduced by the respective provider). For purposes of this test, and the test for Subordinate Obligations described below, Net Revenues may be adjusted to reflect any rate increases adopted prior to the issuance of such proposed Parity Obligations.

The City also may, without compliance with the conditions described in the foregoing paragraph (C), but subject to the conditions described in paragraphs (A) and (B) above and certain other limitations set forth in the Bond Ordinance, issue obligations having a lien on all or any portion of the Net Revenues which is subordinate or junior to the lien thereon of the Series 2022 Bonds (“Subordinate Obligations”). The City may not issue additional securities having a lien on all or any portion of the Net Revenues which is superior to the lien thereon of the Series 2022 Bonds. The Bond Ordinance does not restrict or limit the issuance by the City of obligations (including Other Water Obligations) not secured by a lien on any portion of the Net Revenues.

The Bond Ordinance contains alternative requirements for the issuance of refunding obligations on a parity with any Series 2022 Bonds or Parity Obligations remaining unrefunded. Such parity lien refunding obligations may be issued without compliance with the coverage tests for Parity Obligations described in paragraph (C) above (or the requirements described in paragraphs (A) and (B) above), provided that the debt service payments on such refunding obligations do not exceed the debt service payments on the Series 2022 Bonds or Parity Obligations being refunded on any interest payment date and that the lien of the

refunding obligations on Net Revenues is not raised to a higher priority than the lien thereon of the obligations refunded (or, pursuant to certain consents as provided in the Bond Ordinance). Alternatively, parity refunding obligations may be issued by complying with the coverage tests (and the requirements described in paragraphs (A) and (B) above).

The Bond Ordinance provides that a written certificate of the City’s Director of Finance that the applicable conditions described above are met (including any adjustment of Net Revenues based on a rate increase as described in paragraph C above) would be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver Parity Obligations or Subordinate Obligations.

The Bond Ordinance provides that a payment default under any Parity Obligations shall also constitute a default under the Bond Ordinance and the ordinances authorizing the Series 2014 Bonds, the Series 2016 Bonds and the Series 2018 Bonds contain corresponding cross-default provisions. See “APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Events of Default and Remedies.” The Series 2014 Bonds are insured or supported by separate bond insurance policies or reserve credit facilities issued under documents which grant the insurers or credit facility providers (among other types of rights) rights to consent to, direct and control enforcement and remedial actions for the benefit of (and subject to waiver by) such entities, respectively.

The City also has outstanding Other Water Obligations which are being paid from the System’s Net Revenues. However, since the Charter requires that all System debt service requirements be taken into account in establishing water rates, the City has paid, and expects to continue to pay, its Other Water Obligations from Net Revenues. See “THE SERIES 2022 BONDS—Special Obligations.”

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**Debt Service Requirements**

Set forth in the following table are the debt service requirements for the Series 2022 Bonds and the debt service requirements of the City’s Parity Obligations and Other Water Obligations.

**TABLE I  
Debt Service Requirements <sup>1</sup>**

<b>Fiscal Year Ending December 31*</b>	<b>Principal *</b>	<b>Interest</b>	<b>Total</b>	<b>Parity Obligations <sup>2</sup></b>	<b>Combined Debt Service</b>
2022	\$	\$	\$	\$	\$
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

\* Preliminary; subject to change.

<sup>1</sup> Figures have been rounded.

<sup>2</sup> Includes scheduled debt service on the Series 2014 Bonds, the Series 2016 Bonds and the Series 2018 Bonds. [Note: **Table currently excludes Subordinate Obligations and Other Water Obligations.**]

Source: The Financial Advisor

## Debt Service Coverage

For the years 2016-2020 (the City’s fiscal year being the calendar year), the following table shows Net Revenues (see “APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Definitions”) and coverage ratios (i) with respect to historic actual debt service in each such year on Parity Obligations and (ii) with respect to projected debt service on the Series 2022 Bonds and Parity Obligations (“Projected Maximum Annual Debt Service”). Outstanding Parity Obligations are described below under the caption “THE CITY—Current Financial Obligations.” See also “FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Financial Operating History.”

**TABLE II**  
**Net Revenues and Debt Service Coverage**

	2016	2017	2018	2019	2020
Net Revenues					
Operating Revenues	\$39,948,336	\$39,634,117	\$40,863,941	\$42,086,422	\$ 52,502,894
Operating Expenses <sup>1</sup>	(27,793,708)	(16,559,242)	(19,735,088)	(17,505,505)	(23,506,542) <sup>3</sup>
Plant Investment Fees	4,669,986	2,571,815	6,027,277	4,450,604	1,904,767
Other Nonoperating Revenues (Expenses) <sup>2</sup>	(5,436,786)	(23,985,898)	(24,508,070)	(37,373,750)	(22,135,991)
Net Transfers	<u>(1,774,872)</u>	<u>(1,882,492)</u>	<u>(1,991,159)</u>	<u>(1,952,840)</u>	<u>(2,177,880)</u>
Total Net Revenues					
Historic Actual Debt Service—Parity Obligations	\$	\$	\$	\$	\$
[Parity Only?] Debt Service Coverage	x	x	x	x	x
Maximum Annual Debt Service	\$	\$	\$	\$	\$
Debt Service Coverage	x	x	x	x	x

<sup>1</sup> Operating Expenses, as defined in the Bond Ordinance and for purposes of computing Net Revenues, do not include depreciation.

<sup>2</sup> Does not include unrealized gains or losses on investments or gains or losses on the sale of fixed assets.

<sup>3</sup> This figure does not include the approximately \$20,274,650 in permitting costs that the City expensed from previous years related to the Milton Seaman Reservoir Expansion. This was a one-time expense. See “THE SYSTEM—Planned Capital Improvements—Milton Seaman Reservoir Expansion.”

Source: City audited financial statements, the City and the Financial Advisor

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USE OF PROCEEDS

Sources and Uses of Funds

The City anticipates the following sources and uses of funds in connection with the sale of the Series 2022 Bonds:

Table with 2 columns: Description and Amount. Rows include Sources (Principal Amount, Premium, Total Sources) and Uses (Project Account, Costs of Issuance, Underwriting Discount, Total Uses).

1 Includes legal, printing, financial advisor and ratings.

The Project

The Refunding Project. A portion of the net proceeds of the Series 2022 Bonds is to be used for the purpose of effecting a current refunding, payment and discharge of the City’s outstanding Water Revenue Bonds, Series 2012 (the “Series 2012 Bonds”), originally issued in the aggregate principal amount of \$31,275,000 and currently outstanding in the aggregate principal amount of \$16,920,000.

The Improvement Project. A portion of the net proceeds of the Series 2022 Bonds are to be used to reimburse the City for various previously paid costs and for future costs associated with the construction of various improvements and additions to the System, which generally include the following (the “Improvement Project” and, together with the Refunding Project, the “Project”):

THE ENTERPRISE

The Board

The City constructed its first municipal water system in 1886, the year of its incorporation, and the provision of water service has been a core function of the City since that time. The City’s home rule charter establishes the Board and provides that the Board has the power and duty to (i) annually establish minimum water rates (which may not be lowered by the Council) sufficient to pay for all operation and maintenance of the System, all debt service requirements, and additions to a reserve account to offset depreciation, and (ii) acquire, develop, convey, lease and protect the City’s water assets, supplies and facilities.

The Charter provides that all funds received from water rates are to be used only for the operation, maintenance, replacement of and additions to the System (including acquisition of water rights). The Board recommends a separate annual System budget to the City Manager, and also submits long-range capital

plans for the System to the Council. The Charter expressly authorizes the operation of the System as an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution; see “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING.” (The Charter contains similar provisions, and the Board has similar powers and duties with respect to the City’s sanitary sewer system, which is a separate enterprise.)

The Board has ten members, seven of whom are appointed by the Council for five-year terms. The other three members are the Mayor, the City Manager, and the Director of Finance, who are nonvoting members. The Board annually elects an appointed member as its Chairman. The present appointed Board members, their respective terms of office, length of service on the Board and principal occupations are as follows:

<b>Board Member</b>	<b>Present Term Expires (June)</b>	<b>Years on the Board</b>	<b>Principal Occupation</b>
Harold Evans, Chairman	2022	24	Builder/Developer
Mick Todd, Vice Chairman	2023	23	President—Real Estate Management Company
Fred Otis	2024	16	Attorney
Joe Murphy	2025	11	Real Estate Agent
Manuel Sisneros	2024	7	Retired Business Owner
Cheri Witt-Brown	2026	1	Non-Profit Executive
Tony Miller	2023	8	Banker

The Board is advised by City Attorney Douglas Marek, Environmental and Water Resources Assistant City Attorneys Jerrae Swanson, Dan Biwer and Aaron Goldman, and is also represented in certain matters by outside legal counsel appointed by the Board.

**The Water and Sewer Department**

**Director of the Water and Sewer Department.** Sean Chambers is the Director of the City’s Water and Sewer Department. The Director of the Water and Sewer Department oversees the operation and maintenance of the City’s separate water and sanitary sewer systems. Mr. Chambers also coordinates and guides the Water and Sewer Department’s legislative positions, Mr. Chambers earned his Bachelors of Science in Agricultural and Natural Resource Economics from Colorado State University and has more than 20 years of professional experience developing and managing municipal water systems in the State. Mr. Chambers is a 2013 alumnus of the Colorado Foundation for Water Education’s Water Leaders, and he is an experienced leader in the municipal water utility sector. Mr. Chambers has been employed by the City since 2018. He was previously President of the Pikes Peak Regional Water Authority, managed [two?] special district water providers and worked as a water resource planning and economic consultant.

**Deputy Director of Water Resources.** Adam Jokerst serves as Deputy Director for Water Resources for the City, where he oversees a team responsible for long range water supply planning, raw water operations, water acquisition, and water conservation for the Water and Sewer Department. Mr. Jokerst holds bachelor’s degree in Biological and Agricultural Engineering from the University of Arkansas and a master’s degree in Civil Engineering from Colorado State University. He is a registered professional engineer in Colorado and has worked on water resources projects throughout the Western U.S. for nearly 15 years in both the private and public sectors. Mr. Jokerst has worked for the Water and Sewer Department since 2018.

**Deputy Director of Water and Wastewater Operations.** Nina Cudahy is the Deputy Director of Operations and Maintenance of the Water and Sewer Department. In her position, Ms. Cudahy oversees an operations and maintenance team with more than 100 full-time employees. Under Ms. Cudahy’s leadership, the team manages the Department’s asset management program, instrumentation and industrial controls, metering, treatment, pumping and collections/distribution facilities. She joined the Water and Sewer Department in 2019 after working for nearly 17 years with the City of Omaha Environmental Quality Control Division, where she managed the solid waste program, household hazardous waste program, air quality program, stormwater program, and the industrial pretreatment program. Ms. Cudahy was a key player in the development of the Papillion Creek Watershed Partnership and managed the watershed monitoring program. She earned a BS in Geology from Tufts University and a Master’s degree in Business Administration from the University of Oregon.

**Chief Engineer.** Adam Prior is the Chief Engineer and is responsible for managing a team of engineers that completes capital and rehabilitation project across the different water and wastewater systems owned and operated by the City. Mr. Prior has managed this team as the chief engineer for 6 years and has performed or managed engineering and projects for the City’s six raw water reservoirs, three treatment plants, 643 miles of water mains, 365 miles of collection lines, 10 sewer lift stations, and two water pump stations. Mr. Prior has a Bachelor’s degree in Physics and Civil Engineering from \_\_\_\_\_, and a Masters in Civil Engineering from \_\_\_\_\_, with a focus on water and wastewater [system design and management?] Mr. Prior has 20 years of diverse engineering experience that includes private industrial engineering and operations management, consulting engineering, public sector construction management, and facility construction.

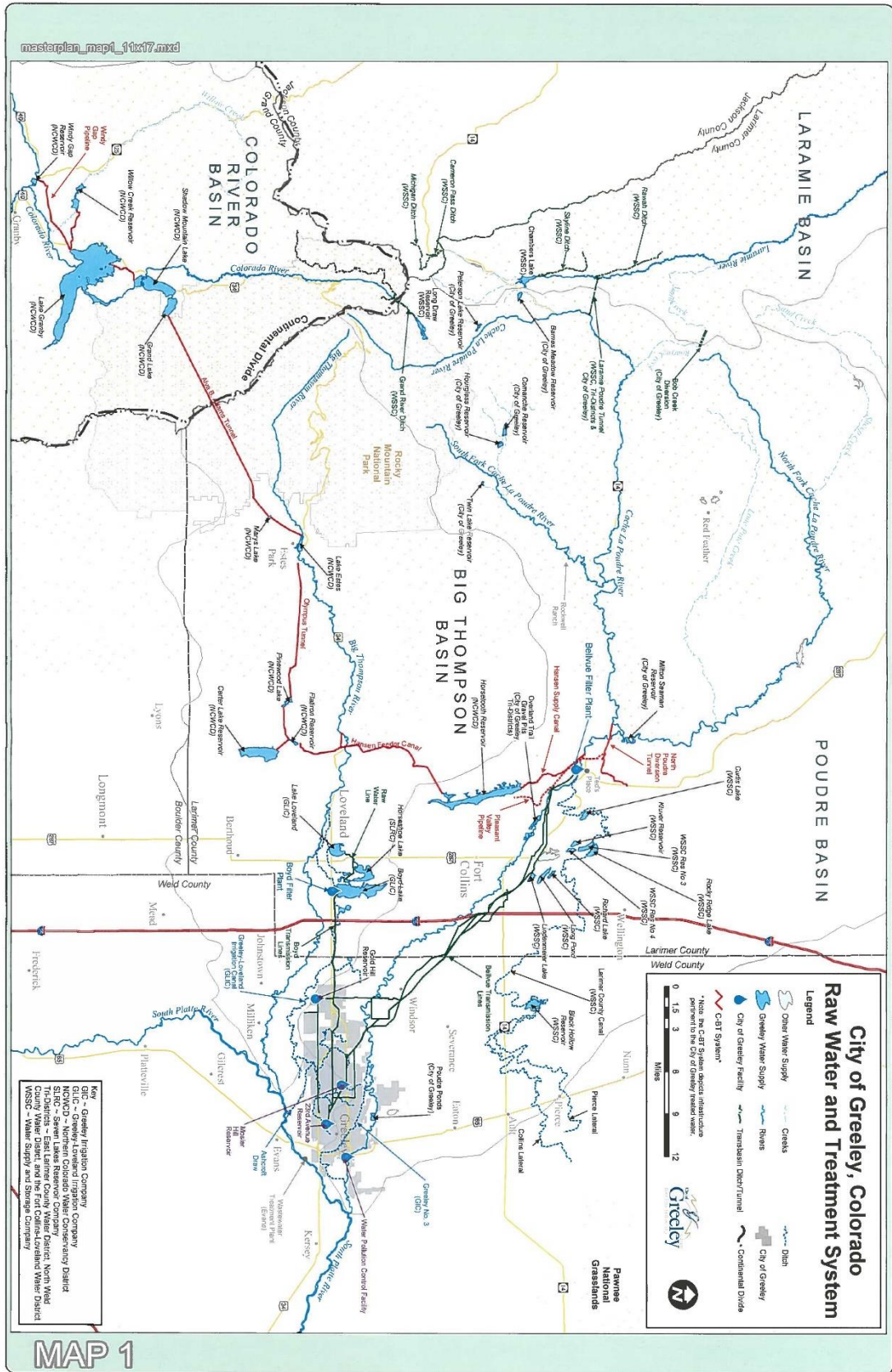
**Utility Finance and Business Manager.** Erik Dial is the Utility Finance and Business Manager of the Water and Sewer Department. He is responsible for water and sewer rate setting, budget development, and financial management of the water and sewer enterprise funds. Mr. Dial oversees the development review function for the Water and Sewer Department and leads the Department’s efforts to align the City’s water policy and development requirements. Mr. Dial earned a Bachelor of Forestry degree from Northern Arizona University and a Master of Public Administration and Policy degree from the University of Arizona and has 21 years of municipal utility and finance experience. Mr. Dial has worked for the Water and Sewer Department since 2010.

**Employees.** The Water and Sewer Department is currently staffed with 139 full time equivalent employees, with approximately 101 of those employees allocated to the System. All water plant operators, as well as distribution [and collection?] personnel, have the appropriate levels of certification as required by the State Plant Operators Certification Board.

## THE SYSTEM

### Service Area

The System serves water customers located within the City’s boundaries and in the neighboring town of Garden City, as well as some customers in unincorporated Weld and Larimer Counties. The City provides wholesale water service by intergovernmental agreement with three nearby communities; these municipal customers provide their own raw water supplies and meter and bill their retail customers. See “FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Customers.” The City’s population is approximately 111,146, according to the City’s 2021 Mid-Year Growth and Development Projection Report. In addition to these residents, the City estimates that the System serves approximately 2,000 customers in unincorporated Weld and Larimer Counties. The following is a map of the System. [City team working to produce updated map(s)]



## Factors Affecting the Delivery of Water to Customers

The following describes some of the factors affecting the ability of the System and other municipal water systems in Colorado to generate revenue by delivering water to their customers.

***The Prior Appropriation System of Water Rights.*** Colorado and several other western states follow the “prior appropriation” system of water rights. In this system, water rights constitute a distinct category of property rights provided for in the State constitution. While water rights are transferred and encumbered in a manner similar to real estate, the ownership of land does not automatically carry with it the ownership of water rights. Rather, water rights arise from the act of diverting water and putting it to particular beneficial uses recognized by State law.

The seniority of a water right (i.e., its priority in the event that there is not enough water physically available for all who wish to divert water from the same source) is established mainly by reference to the date on which it was adjudicated to the owner in a water court proceeding. Earlier adjudications are generally senior to later adjudications. Water court decrees typically specify the use, such as agricultural or municipal use, for which the right is decreed, and it is generally necessary, in order to maintain a decreed water right, that it be continuously applied for the decreed use. For purposes of describing water rights, quantities of water are typically expressed in acre-feet (one acre-foot = 325,850 gallons, the amount which would cover one acre one foot deep) or in cubic feet per second (“c.f.s.”) of flow. This discussion primarily concerns direct flow water rights (i.e., rights to divert water flowing in a stream or other body of water). State law also recognizes storage rights and rights to underground sources of water.

Senior water rights are often purchased by municipalities from agricultural users, then changed through a proceeding in the water court from their historically decreed agricultural use to municipal use. Court decrees of this kind generally include conditions meant to prevent injury to other users of water. Because most municipal water systems are large enough to require the assembly of an assortment of water rights, it is common for municipalities to enter into various kinds of leases, exchange agreements, and installment purchase agreements with other users or court approved augmentation plans, for the purpose of increasing or enhancing the efficient utilization of their water rights portfolios. There exists an active market in senior water rights, which are highly valued and sought after by municipal, industrial, agricultural and other users.

***Physical Availability of Water.*** State law, and the structure of the System’s portfolio of water rights, reflect the arid climate and relative scarcity of water in the region. A large part of the available surface water comes from streams carrying seasonal snowmelt from the higher elevations of the Rocky Mountains. The physical availability of water from this source is substantially affected by seasonal weather patterns which cannot be predicted. In the event of low stream flows in a particular year, a “call” may result, in which owners of junior water rights are required to cease diversions to accommodate owners of more senior water rights. In such a case, even owners of senior rights may sometimes be required to cease diversions because of contractual requirements or to comply with the conditions attached to water court decrees or augmentation plans for the protection of other users. The evidence of supply, such as historic records of stream flows and consumption and engineers’ analyses of the effects of changes in use, is therefore essential to the administration of almost all water rights.

New sources of water that are introduced into a drainage basin are not subject to any call in that drainage basin. Such foreign sources of water may be used and reused “to extinction,” i.e., without being subject to the rights of any downstream users. Typically, foreign water is diverted in priority in one basin and, by tunnel or other structure, delivered into the new basin. Another type of water owned by the City that may be used to extinction and which is not subject to any calls is nontributary groundwater.

Nontributary groundwater is a deep confined aquifer without any significant connection to the surface water. See, for example, “THE SYSTEM—Terry Ranch Water Rights and Storage Acquisition.”

***Mechanical Capacity of the System.*** Even where an adequate supply of water is legally and physically available, the mechanical characteristics of a given utility system may tend to limit its efficient use of the available supply. For example, if stream flows are heavy when the current needs of the System are relatively low, reservoir storage would be necessary to avoid available water flowing downstream undiverted. Also, limitations such as lack of pipeline capacity, lack of treatment capacity or lack of storage of treated water can result in a mismatch between the supply and the customer needs of the System.

## **Water Supply**

***Major Raw Water Sources.*** The City derives its water supply from a diversified portfolio of rights and principally from the basins of three rivers: the Cache La Poudre, the Big Thompson, and the Upper Colorado. In March 2020, the City purchased a non-tributary groundwater basin referred to as the Terry Ranch Water Project (the “Terry Ranch Water Project” or “Terry Ranch”). This groundwater source comes with native groundwater supplies that can be used as a drought supply and eventually as an aquifer storage and recovery basin. See “THE SYSTEM—Terry Ranch Water Rights and Storage Acquisition.”

***Cache La Poudre (“Poudre”).*** The cornerstone of the City’s water supply is the City’s senior direct flow rights on the Poudre River, which provide consistent yield to the City’s principal water treatment facility (the Bellvue Water Treatment Plant) even in drought conditions. See “THE SYSTEM—Water Treatment, Storage and Distribution” below. The City also obtains water from its rights in six high mountain reservoirs which capture water from tributaries to the Poudre; rights to this water are generally more junior. Only one of these reservoirs, the Milton Seaman Reservoir, is used for multi-year carryover storage. The City also owns shares in irrigation companies in the Poudre basin. Some of these irrigation company water supplies are inaccessible to the City’s treatment facilities and therefore are used for non-potable water supply (e.g. irrigation of City parks), and some are not yet adjudicated for municipal use. Altogether the Poudre water sources contribute about a quarter of the City’s water supply during drought conditions.

***Big Thompson.*** The City’s Big Thompson water supply consists of water rights derived from the City’s interest as a major stockholder in the Greeley-Loveland Irrigation System. This water can be delivered to the City’s secondary water treatment facility (the Boyd Lake Water Treatment Plant), or can be used as non-potable irrigation water delivered via canals. See “THE SYSTEM—Water Treatment, Storage and Distribution” below. The Greeley-Loveland Irrigation System also includes significant water storage facilities which allow carryover from wet to dry years. Some of the City’s water shares in the Greeley-Loveland Irrigation System remain in agricultural use through annual leases with area farmers. The City expects to use these shares for the municipal water supply in the future as demand warrants. Big Thompson sources also contribute about a quarter of the City’s water supply during drought conditions.

***Upper Colorado.*** The System receives and stores water from the Upper Colorado River basin, west of the Continental Divide, through two interrelated trans-mountain diversion projects: the Colorado-Big Thompson Project and the Windy Gap Project. These projects are administered by the Northern Colorado Water Conservancy District and its Municipal Subdistrict as the local agencies contracting with the United States Bureau of Reclamation. Water from these projects can be delivered to either the Bellvue or the Boyd Lake Water Treatment Plant.

The Colorado-Big Thompson Project, which includes storage facilities and relatively senior water rights, was designed to provide water supplies supplemental to native (in-basin) water rights in northeastern Colorado; historically Colorado-Big Thompson yields have been high when native yields (such as yields



from the Poudre) are low. The Colorado-Big Thompson Project is the City's single largest source of raw water for its treated water supply and contributes approximately half of the City's water supply during drought conditions.

***The Windy Gap Project and the Windy Gap FIRMING Project.*** As described above under “-Upper Colorado,” the System currently received Windy Gap water under an Allotment contract with the Northern Colorado Water Conservancy District and its Municipal Subdistrict (the “Subdistrict” and collectively, the “Northern”), as the local agencies contracting with the United States Bureau of Reclamation. The System is also anticipated to receive the benefits of additional storage capacity for Windy Gap water under an Allotment Contract with the Windy Gap FIRMING Project Water Activity Enterprise of the Northern. Water from the projects related to such Allotment Contracts can be delivered to either the Bellvue or the Boyd Lake treatment plants.

***The Windy Gap Project.*** The Windy Gap Project was developed to provide supplemental water supplies to the City and other municipalities east of the Continental Divide. Allottees of the Windy Gap Project own units entitling them to shares of the water available from the Project. The City's Windy Gap units confer valuable flexibility for the System because they include the right to use associated wastewater effluent to meet return flow and augmentation obligations. The Windy Gap Project delivers water to the municipal users through Colorado-Big Thompson facilities when unused capacity is available. See “THE SYSTEM – Planned Capital Improvements.”

***Windy Gap FIRMING Project.*** As described under “THE SYSTEM – Factors Affecting the Delivery of Water to Customers” lack of storage capacity in any water supply system is a mechanical limitation that can result in an inability to fully utilize the yields of water rights during average or wet years. Because the carryover storage of wet-year yields from the Windy Gap Project has been adversely affected by limits on available reservoir capacity in the Colorado-Big Thompson facilities, the Windy Gap Project produces substantial amounts of water but presently does not contribute any firm yield to the City's water supply. For this reason, the City is participating in the Windy Gap FIRMING Project, a large east-slope storage project involving the City (along with other public and private water users owning Windy Gap water units) participating in the costs of construction and operation of a new reservoir (the “Chimney Hollow Reservoir”) to be constructed by the Northern for the purpose of holding and carrying over Windy Gap Project water from average years to drought years. The City anticipates that the completion of the Windy Gap FIRMING Project would result in a net increase in the firm yield of the City's water rights portfolio by 3,700 acre-feet, which would become part of the Future Water Account Phase 1. See “THE SYSTEM – Planned Capital Improvements.” The Windy Gap FIRMING Project affords the City and the other Allottees the economies associated with a large regional reservoir project which has already received permitting, without having to incur the costs or delays that would be associated with a standalone project of its own.

The Windy Gap FIRMING Project had its groundbreaking on August 6, 2021. The groundbreaking was the culmination of many years of permitting activities. Key milestones for the permitting effort included: the Draft Environmental Impact Statement, published August 29, 2008; the Final Environmental Impact Statement, issued November 30, 2011; the U.S. Bureau of Reclamation issued the Record of Decision and signing the Carriage Contract on December 19, 2014; the Federal Court ruled in favor of the Bureau of Reclamation and the Corps of Engineers after environmental interest groups sued on December 10, 2020; and finally, the ultimate settlement with the environmental interest groups after they appealed on April 21, 2021.

In October, 2020, the City entered into an Allotment Contract with the Subdistrict, acting by and through the Windy Gap FIRMING Enterprise, under which it became a member and Allottee of the Windy Gap FIRMING Project. The Windy Gap FIRMING Enterprise obtained financing for the Chimney Hollow Reservoir in 2021 through a combination of bond financing and funds contributed by certain Allottees. The

City and the other Allottees have agreed to pay rates and charges to the Subdistrict sufficient to pay each Allottee's respective share of annual operating costs, debt service (unless a direct contribution is made to construction costs of Chimney Hollow Reservoir), reserve requirements and shortfalls, if any, due to defaults by other Allottees, and represented that they will treat the payment of such rates and charges as operating expenses of the System. These amounts are estimated to be approximately \$3,500,000 annually. A failure by an Allottee to pay the annual rates when due would initiate a procedure in which other Allottees would be requested to make up the defaulting Allottee's missed payments, and upon the expiration of a grace period, to the possibility of forfeiture of the defaulting Allottee's Allotment without terminating its obligation to pay applicable rates and charges for its share of debt service.

***Climate, Drought and Wildfire Concerns.*** The System faces various environmental hazards and risks, which are similar to those facing other western water providers. In recent years, hydraulic and climate variability have amplified drought impacts and led to increasing concerns with the potential adverse effects of wildfires on high mountain watersheds.

***Climate Change.*** Climate change is believed to be affecting historic weather cycles to an extent which is not fully understood, with varying impacts upon the volume of water available for diversion by some water utilities, including the System. While certain studies project a long-term trend toward rising temperatures and reduced precipitation in the Colorado River Basin, the actual experience of the System in recent years has been that water has generally been available to it within historic norms from the portion of the Colorado River Basin providing Windy Gap water. In 2021, flows from that source are forecast to be approximately 70% of the 1955-2020 average.

The Water and Sewer Department acknowledges and incorporates climate change resiliency measures and scenario planning in its long-range water supply planning, demand analysis, and environmental risk analysis. The City has made extensive investments in redundant infrastructure, excess capacity, municipal interconnects with other utilities, source water protection, flood and fire recovery programs, and diversification of its water resource and storage portfolio. The City is committed to building strong, safe and resilient systems and resource portfolios that maintain service level goals through prolonged drought, increased temperature, flooding, wildfire, and other shocks or system stressors.

***Drought.*** The Western United States is experiencing severe drought conditions which have affected the availability of water, particularly from the Colorado River Basin, although such impacts have been less severe in Colorado and in the portion of the Colorado River Basin providing Windy Gap water. The City has one of the most robust, diverse, and resilient municipal water resources collection and storage systems in the West. While the City owns large blocks of Colorado River water from the Colorado-Big Thompson ("C-BT") project and the Windy Gap project, those resources make up only a portion of the City's water rights portfolio. The City's 22,000 units of C-BT water and 62 units of Windy Gap water make up approximately 40% of the City's water resource portfolio. The portfolio also includes senior water rights native to the Cache la Poudre, Big Thompson and Laramie Rivers. The City has pursued water acquisition from these sources aggressively since the 1990's and continues to build an extensive portfolio that offers resiliency through excess resources and capacity. At this time, the City's water rights portfolio yields nearly twice its annual average demand.

In addition to the robust and diverse portfolio of surface water and surface storage reservoirs, the City's recent acquisition of 1.2 million acre feet of confined aquifer high quality groundwater from Northern Weld County adds extensive storage groundwater intended to protect the City's ability to maximize its water storage in the wet years and navigate the dry years, in light of future uncertainty on the



Colorado River. The overall condition of the Colorado River Basin has been described by the Department of the Interior as “one of the most severe in the past 1200 years.” There can be no assurance that such conditions will not continue or worsen in the future, or that they will not ultimately affect supplies available to the System.

*Wildfires.* Large parts of the surface water supply in the State of Colorado come from mountain snowmelt running through forested areas. As a result, forest fires, which have occurred throughout the western United States in recent years, can affect the quality of water available, the degree of silting in streams and reservoirs and the treatment requirements of municipal water systems. In the last 10 years, three fires have burned more than 300,000 acres, primarily in the Cache La Poudre watershed with limited acres in the Big Thompson watershed.

In 2012, the Hewlett Gulch and High Park Fires burned approximately 95,000 acres and in 2020 the Cameron Peak Fire burned 208,000 acres. After the Hewlett Gulch and High Park Fires, the City took the lead in rehabilitating land that had burned by managing the aerial mulching and construction mitigation projects. The City managed all aspects of the fire mitigation activities, including management of the contractors and securing and administering federal funding to limit Greeley’s financial exposure. Additionally, Greeley became one of the founding members of the Coalition for the Poudre River Watershed, a Colorado nonprofit corporation (“CPRW”), a non-profit organization created after the High Park Fire whose mission is to improve and maintain the ecological health of the Poudre River watershed. Since the High Park Fire, CPRW has developed partnerships with Poudre watershed stakeholders, participated in research, and planned watershed rehabilitation and resiliency projects.

During the months of August through December, 2020, the Cameron Peak Fire, which grew in size to become the largest wildfire in Colorado history, destroyed large amounts of mountain forest and private property at elevations above and adjacent to the Poudre River Watershed (the “Watershed”), leaving large parts of approximately 208,663 acres (326 square miles) of previously heavily forested or improved land covered with ash and lacking live vegetation. Even as the fire was still burning, Greeley led a team with CPRW, the City of Fort Collins, and Larimer County to plan fire mitigation activities and secure federal and state funding to pay for most of the mitigation cost. Greeley procured water environmental engineering, construction, and aerial mulching services and utilized the federal and state funding the stakeholder team was able to secure to perform over \$15 million of mitigation activities, primarily in the Poudre River Watershed. The stakeholder team, led by Greeley, is continuing to pursue federal and state funds to mulch additional severely burned acres in future years.

Although deliveries of water from the System to customers have not been affected by the Cameron Peak fire damage, the Enterprise has periodically experienced additional treatment costs in the aftermath of the Cameron Peak Fire.

The City and the City of Fort Collins have agreed to assist in the Cameron Peak Fire remediation process as managing entities, and the City has been designated a lead agency for selection of contractors and application of the available funds. This will entail supervising implementation including coordination with federal and State authorities, the selection of contractors, the supervision of their work and administering payments for their services. It is not anticipated that the Enterprise will incur material net costs for this effort, as funding for the payment of contractors is being provided from a variety of other federal, State, local and nonprofit sources. Most, or all, of the mitigation work would occur outside of the System’s service area and would not directly affect physical facilities of the System or involve capital or operational subsidies or financial support to the System itself.

### **Assessments Associated with Water Supply**

A number of the City's water supply sources (ditch companies, irrigation companies, and intergovernmental water supply projects) impose assessments or other charges allocated among the City and other participants to defray various kinds of ongoing costs. The largest assessments in 2020 were for Colorado-Big Thompson water (\$874,930), Greeley-Loveland Irrigation Company water (\$302,716), and for Windy Gap water (\$617,695). Other assessments paid to irrigation and ditch companies ranged from a few hundred dollars up to \$75,000. All of these assessments and charges are treated as Operating Expenses payable from revenues of the System.

### **Non-potable Water Supply; Agricultural Use**

Some City water supplies (for example, some diversions from the lower Cache La Poudre River) are generally inaccessible to the City's potable water treatment facilities due to downstream logistics and limited river exchange capacities. Therefore, such sources from the lower Poudre are utilized as non-potable water, predominantly used for irrigation and river augmentation. The City has historically operated a non-potable irrigation system; its modern non-potable system commenced in 1996. Raw water from irrigation ditches traversing the City supplies water for turf irrigation for City parks, local school districts and other large turf irrigators who can utilize non-potable supplies; and thereby shifting such demands off the potable system and onto the non-potable system. The development of a non-potable system for large irrigation demands reduces peak summer demands on the City's water treatment plants by 5 to 6 million gallons per day ("MGD", a unit of measure generally referring to treated water production), and is expected to reduce the need for additional treatment plant capacity in future years. Since 2005, approximately \$6.7 million has been expended on the non-potable water master plan and program implementation. The City continues to invest in gravel pit storage for storing and retiming non-potable supplies for summer irrigation uses, and is working to update plans for pump-back facilities that would allow more of the City to receive non-potable water for greater numbers of days per year. These efforts are expected to serve to further shift irrigation demands to non-potable supply, extending the application of existing water rights and treatment capacities dedicated for potable supply. To distribute non-potable water supplies, the City has acquired running rights and conveyance agreements in several ditches and their lateral ditch systems. In addition to demand shifting, non-potable system efficiency projects have been implemented and others are planned to manage demand and waste from large irrigation customers to extend the application of existing non-potable supplies to cover greater areas and customers.

Some of these non-potable supplies also benefit the City by meeting return flow and augmentation obligations. The variable annual water supply surplus, i.e., those supplies beyond demand and current storage capacities, are routinely provided by lease to various agricultural entities for irrigation and other purposes, pursuant to annual rental agreements. Certain water rights owned by the City (including a fractional portion of the City's rights in the Greeley-Loveland Irrigation System, Water Supply & Storage Company, Larimer & Weld Irrigation Company and the New Cache irrigation system) are presently decreed for agricultural uses and therefore remain in long term agricultural leases pending water court change of water rights use adjudications.

### **Terry Ranch Water Rights and Storage Acquisition**

In 2020, the City entered into a Master Purchase, Sale and Water Credit Administration Agreement dated as of June 17, 2020, as amended and restated February 22, 2021 (the "Master Agreement") with Wingfoot Water Resources, a Colorado limited liability company ("Wingfoot"), whereby Wingfoot agreed to sell and the City agreed to buy, property consisting of rights to nontributary groundwater, certain existing wells, associated interests in real estate and aquifer-recharge storage capacity in the Upper Laramie formation and Terry Ranch located in Northern Colorado, near the Wyoming border.

The Master Agreement provided for an acquisition transaction in which the rights and certain associated interests in real estate, wells and other property (the “Property”) would be conveyed by Wingfoot to the City in exchange for the issuance of transferable credits (the “Credits”) entitling the owner of a Credit to tender it to the City at any time through December 31, 2099 in satisfaction of the raw water dedication requirements (the “Raw Water Dedication Requirements”) applicable to new development in the City. The Raw Water Dedication Requirements provide that land developers seeking to annex property or construct new projects in the City must either provide water rights or make a cash payment sufficient to provide adequate water to serve the proposed development. A developer’s option of providing cash instead of water rights is referred to as the “cash in lieu” option. Under the Master Agreement, one Credit may be tendered by a developer in lieu of contributing rights to one acre-foot of water or its cash in lieu equivalent to the City. A total of 12,121 Credits were issuable under the Master Agreement.

The Credits were valued at the time of execution of the Master Agreement at \$30,000 per Credit, with their agreed value for certain purposes of the Master Agreement accruing at 3% compounded annually. Under the Master Agreement the City agreed not to modify its Raw Water Dedication Requirements in such a manner (for example by not honoring the Credits or reducing the required amount of cash in lieu) as to disadvantage the Credits, and agreed to substantial liquidated damages if it does so. The Master Agreement also required that Wingfoot would provide \$125,000,000 in cash derived in part from, but not conditioned upon, its sale of Credits, in several payments toward the cost of constructing infrastructure necessary to incorporate the Terry Ranch rights and aquifer storage capacity into the System, with the remaining cost to be contributed by the City. The total cost and phasing of such construction will depend upon the actual growth in water demand over an extended period of time and cannot be predicted with certainty. To the extent that water from the aquifer is delivered either outside the System’s service area or used to generate electricity, the City and Wingfoot have agreed to share the resulting revenues.

The City is currently in the process of right of way acquisition in anticipation of construction of an approximately 30-mile bi-directional pipeline and treatment facility connecting the Terry Ranch wells to the System. The bi-directional pipeline would allow water from the aquifer to be delivered to the System and water from other sources in the City’s water rights portfolio to be stored by using it to recharge the aquifer. Some of the initial portions of that project are being funded with proceeds of the Series 2022 Bonds. See “USE OF PROCEEDS–The Project–*The Improvement Project*”.

Although the issuance of the Credits will result in the City foregoing future cash-in-lieu revenue, the Terry Ranch transaction has numerous and substantial long-term benefits for the Enterprise. The use of the Credits in the City’s initial acquisition of the Property made the acquisition transaction largely cashless for the City. The construction of infrastructure and use of the water rights need not occur immediately, or all at once, and can be done incrementally as water demand and financial resources require or permit. This will allow the City to respond incrementally to rising water demand. Although the aquifer is not considered to be naturally recharged, an estimated 1,200,000 acre-feet of water is legally and physically available for withdrawal from the aquifer and can be used as a supplemental supply in the System as and when the pipeline and treatment facility are constructed. Supplemental water supplies are expected to be withdrawn from the aquifer for a period of years before the City would begin using the aquifer for water storage. The City contemplates that the Credits can be honored, and service provided to tendering developers, with water available in its current water rights portfolio, i.e., the Terry Ranch water itself was not required to honor the Credits. The use of the bi-directional pipeline and aquifer recharge technology for future storage obviates the need for construction of more expensive surface dam and reservoir facilities which would have required large capital outlay and a lengthy and unpredictable permitting process.

The Master Agreement includes a put/call feature under which, for a 25-year period, the City will have the right to call, and Wingfoot will have the right to put to the City, 167 Credits at the then prevailing adjusted price (the “Option Price”) of \$30,000 per Credit, escalating at 3% compounded annually. Using

a budgetary assumption that the put or call option will be fully exercised in each year it is in effect, the City authorized its future put/call payments as Subordinate Obligations, payable from the Net Revenues, under its existing revenue bond ordinances. These payments are anticipated to gradually increase from approximately \$5,000,000 to approximately \$11,000,000 annually in the years 2021 through 2047. Any payments due from the City on account of puts or calls of Credits or liquidated damages events remaining unpaid at the end of the year they are incurred are required to be converted into subordinate revenue notes of the Enterprise.

### **Water Acquisition Planning**

***Future Water Account Phase 1.*** The City’s 2003 Water Master Plan called for the creation of a 6,000 acre-foot Future Water Account (now designated as “Future Water Account Phase 1”) so that the City can accept cash in lieu of raw water when development occurs on lands which have not been historically irrigated. The cash-in-lieu revenues would then be used either to buy additional water or to acquire other supply-enhancing System improvements. The City completed the acquisition of Future Water Account Phase 1. These sources include shares in the Windsor Reservoir and Canal Company which entitle the City to a portion of the yield from the Tunnel Water Company’s Laramie-Poudre Tunnel, a trans-mountain diversion project transporting water from the Laramie basin to the Poudre basin. Other sources acquired for the Future Water Account Phase 1 include shares in the Water Supply and Storage Company and shares in the New Mercer Ditch Company. The City spent approximately \$35 million on Future Water Account Phase 1 acquisitions. These estimates of Future Water Account Phase 1 costs did not include the construction cost of the Windy Gap Firming Project, which was \$60.55 million. The City does not expect to make any other water supply acquisitions for the Future Water Account Phase 1.

***Future Water Account Phase 2.*** In 2008, recognizing the increasing competition for water supplies in northern Colorado, the Council and the Board planned for a Future Water Account Phase 2, with the goal of acquiring an additional 10,000 acre-feet over a fifteen-year period (2010-2025). Like the Future Water Account Phase 1, these water supply acquisitions and water rights firming projects are intended to enable the City to accept cash in lieu of raw water when new development occurs. The City has since spent \$60.6 million to purchase 4,905 acre-feet. Some of the water purchased is still decreed for agricultural use and must go through a water court change case to be used for municipal purposes. The City’s plan is to continue these Phase 2 water purchases, budgeting approximately \$9 to \$10 million per year.

***Water Yields and Drought Planning.*** The City’s water supply and drought planning analysis is based upon its own water rights that are available to System treatment facilities. Water rights owned by the City but not yet decreed for municipal use are excluded. Under the intergovernmental agreements with several nearby municipalities, those municipalities provide their own raw water supplies and the City provides treatment and transmission service only; accordingly, supply and demand associated with service to those municipalities are also excluded. See “FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Customers.”

The City’s various water rights available to its treated water system total approximately 40,000 acre-feet firm yield. The City uses the “firm yield” of water supplies to assess the current water supply and to compare new resources on an equivalent basis. The firm yield of the System is the demand that can be met without shortage during all six years of a “50-year critical drought”; such a drought has a severity equal to the average of the worst droughts in each 50-year period of a peer-reviewed 50,000-year synthetic hydrologic data set. Firm yield includes water previously placed in storage reservoirs. The 50-year critical drought standard is similar to standards used by other regional water suppliers (such as the Fort Collins and Denver water systems), and the City believes it is an appropriate planning standard for the System.

In water year 2020 (November 2019 to October 2020) the yield of all the City’s water rights totaled approximately 67,000 acre-feet; this does not include another approximately 20,000 acre-feet in carryover storage from water year 2019. Potable System demands for the 2020 water year (excluding consumption associated with municipal customers providing their own raw water supplies as described above) totaled approximately 25,000 acre-feet. Non-potable water demand for in city irrigation totaled approximately 1,200 acre-feet. Some of the annual excess water was leased for agricultural purposes because it was not needed for municipal use. In water years when supply exceeds demand (such as 2019), excess water is stored in City storage facilities or rented for agricultural use. If the City’s storage capacity is exceeded and there is no agricultural rental demand, water is released to downstream users without compensation to the City.

The City believes that its water rights portfolio, combining senior direct flow rights, supplemental Colorado-Big Thompson water supplies, irrigation ditch supplies, and junior native water rights with storage, has resulted in a sufficient water yield for the City to accommodate a wide variety of hydrologic conditions.

In February 2017, the City instituted a new rate structure based on inclining block tiered rates that have individualized water budgets based on lot and household size (the “Water Budget Rate Structure”). This rate structure encourages efficient water use with increasing penalty rates for inefficient, excessive, or unsustainable water use. The water budget structure can also be used to effectuate a drought response by automatically decreasing the water budget based on supply shortages in times of need. Absent rate adjustments or System growth, reduced per capita water use decreases water volume sold and reduces revenue. Recognizing these effects, staff has assumed less per capita water use when setting rates. See “FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Rates and Charges” and “FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Financial Operating History.”

Colorado law requires large municipal water utilities serving more than 2,000 acre feet/year to adopt drought emergency plans. The outdoor watering restrictions are a permanent part of the City’s demand management conservation program to manage peak demand. The City revised its drought emergency plan in early 2020, taking into account the Water Budget Rate Structure.

### **Water Treatment, Storage and Distribution**

Raw water is treated at the City’s two treatment facilities, the Bellvue and Boyd Lake Water Treatment Plants. The plants’ combined treatment capacity is approximately 70 MGD. During 2020 the average daily water consumption was 24.7 MGD, with a maximum summer day consumption of 49.5 MGD. Both average and peak day demands include outside-City service pursuant to intergovernmental agreements with nearby municipalities. All water treatment is required to be performed in compliance with applicable state and federal rules and regulations.

The Bellvue Water Treatment Plant (“Bellview WTP”) is located near Fort Collins, approximately 30 miles northwest of the City. It is the City’s main plant for meeting treated water demand and is operated year-round. Originally constructed in 1907, the Bellvue WTP has been enlarged and upgraded numerous times. A 20 MGD replacement treatment train was completed in 2020 that replaced older filters constructed between 1946 and 1953. Following completion of this new train the Bellvue WTP is expected have a sustained capacity of approximately 32 MGD. The new 20 MGD treatment train includes new rapid mix, flocculation and sedimentation basins and dual media filtration, all housed within a single building.

The Boyd Lake WTP (“Boyd Lake WTP”) is located east of Loveland, approximately 18 miles west of the City and was originally constructed in 1964. This plant has a capacity of approximately 38 MGD and is operated from April through October as a peaking plant to meet summer irrigation demands.

Recent improvements to the plant include new plate settlers, a sludge collection and pumping improvements, upgraded supervisory control and data acquisition (“SCADA”) system, chemical and disinfection system improvements, clearwell repair, and aeration improvements to the raw water source for the treatment plant. The purpose of these improvements is to produce better water quality and increase operational reliability.

Treated water is delivered to three storage sites (reservoirs and tanks) in the City; these storage sites have a combined capacity of 75 million gallons (“MG”, a unit of measure for treated water storage). Treated water from the Bellvue WTP is conveyed to the City by gravity while treated water is pumped from Boyd Lake WTP. A new 5 MG storage tank was added to the Gold Hill Storage tanks in 2017.

From storage sites, water is distributed to the City by gravity flow. The System includes 7.6 miles of raw water supply mains, 152.82 miles of transmission lines, and 488.35 miles of distribution mains. The System’s distribution system has four pressure zones, interconnected by pressure-reducing valves and pump stations.

### Planned Operating Expenditures

Operating expenses to run the System are financed through water rate revenue and through miscellaneous revenue paid to the water fund, such as royalties, land leases and water rentals.

Planned operating expenses for the System for the next five years are shown in the following table. Actual results will be affected by future events and circumstances and may differ materially from the estimates included in current plans.

**TABLE III**  
**Five Year Operating Financing Plan**  
**(as of January 1, 2022)**

	2022	2023	2024	2025	2026	Total
<b>Costs:</b>						
General	\$2,756,657	\$2,853,140	\$2,953,000	\$3,056,355	\$3,163,328	\$14,782,480
Administration						
Transmission and Distribution	5,170,893	5,351,873	5,539,189	5,733,062	5,933,718	27,728,735
Treatment and Supply	14,558,247	15,156,267	15,064,624	15,531,931	17,578,441	77,889,510
Debt Service	14,871,243	18,096,476	19,503,927	20,481,937	20,593,838	93,547,421
Interfund	2,756,617	2,839,316	2,924,495	3,012,230	3,102,597	14,635,255
Transfers						
Total	\$40,113,657	\$44,297,072	\$45,985,235	\$47,815,515	\$50,371,922	\$228,583,401
<b>Funding:</b>						
Cash [Required]	\$40,113,657	\$44,297,072	\$45,985,235	\$47,815,515	\$50,371,922	\$228,583,401
Total	\$40,113,657	\$44,297,072	\$45,985,235	\$47,815,515	\$50,371,922	\$228,583,401

Source: Five-Year Operating Financing Plan

## Planned Capital Improvements

Capital improvements to the System have been financed by System revenues (including System revenues accumulated in reserves), supplemented as necessary by the issuance of bonds and from moneys borrowed from the Colorado Water Resources and Power Development Authority and Colorado Water Conservation Board.

Projected capital expenditures for the System for the next five years are shown in the following table. The timing and amounts of such expenditures are subject to change in the future as circumstances warrants.

**TABLE IV**  
**Five Year Capital Improvement Financing Plan (as of January 1, 2022)**

	2022	2023	2024	2025	2026	Total
Costs:						
System Expansion	\$27,621,488	\$32,890,105	\$17,729,600	\$49,393,860	\$23,572,330	\$151,207,383
System Replacement	25,574,197	20,140,482	17,071,929	19,890,182	17,592,201	100,268,990
Water Acquisition	8,618,000	8,470,500	9,713,035	10,662,815	8,885,058	46,349,409
Total	\$61,813,685	\$61,501,087	\$44,514,564	\$79,946,857	\$50,049,589	\$297,825,782

<sup>1</sup> Includes principal amount of the Series 2022 Bonds plus premium.

Source: Five-Year Capital Improvement Financing Plan

The capital improvement plan is expected to be financed over the next five years from operating revenues, from working capital reserves and from borrowings secured by the pledge of Net Revenues. The City expects to issue one or more additional series of water revenue bonds starting in 2024 and at future times to be determined. The projected 2024 water revenue bond issuance is intended for water acquisition, System expansion and the replacement of water treatment facilities and pipes. The System capital improvement plan is subject to annual review and change as deemed appropriate by the Board and the City. See “FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Financial Operating History,” “THE SERIES 2022 BONDS—Special Obligations” and “SECURITY FOR THE SERIES 2022 BONDS—Additional Obligations.”

**Water Treatment Plants.** Significant improvements to the Bellvue WTP have been completed and ongoing improvements are occurring at the Boyd Lake WTP. The improvements to the Bellvue WTP replaced 20 MGD filters from the 1950’s with a new 20 MGD treatment train consisting of rapid mix, flocculation and sedimentation, and dual media filtration. Construction was completed on the new 20 MGD treatment train in 2020. Ongoing capital improvements to Boyd Lake WTP are expected to eventually allow the plant to operate year-round when desired as well as improve water taste. Recently completed improvements consist of: new plate settlers; a sludge collection and system; upgraded SCADA system; chemical and disinfection system improvements; clearwell repair; and aeration improvements to the raw water source for the treatment plant. The purpose of these improvements is to address concerns regarding aging infrastructure and to enhance water quality.

**Transmission System.** Construction activity on the northern section of the Bellvue pipeline was completed in 2017. The only section remaining to be constructed is the Gold Hill segment which would extend the 60-inch diameter pipeline south of the Poudre River to the Gold Hill storage facilities. This reach of the pipeline is being split into two phases. The Town of Windsor is rapidly growing near the

pipeline alignment and in order to minimize construction costs, the City plans to construct the segment nearest Windsor first and complete the remaining segment at a later date. Easement acquisition has been completed for the “Windsor phase” and a design consultant has been selected. Construction of this segment is planned to occur in 2024 and 2025 and to result in the extension of the line past the southern border of Windsor. This would allow future expansion of Colorado State Highway 257 to occur unimpeded after installation of the pipeline. The remainder of the 60-inch diameter pipeline would then be constructed to the Gold Hill storage facilities at a future date.

The City is investigating rehabilitation methods to help reduce the number of water line breaks that occur within the water transmission and distribution system. Some of the more significant transmission lines are expected to be rehabilitated using trenchless repair methods over the next several years. Funding is also allocated annually for the systematic replacement of valve and fire hydrant and water meters that are either aging or not functioning properly.

***Milton Seaman Reservoir Expansion.*** The City was in the planning and permitting processes for a project involving the expansion of the City’s Milton Seaman Reservoir, a reservoir in the Poudre basin. The City spent nearly \$19 million in the federal environmental permitting process since 2004. The permitting process required Greeley to consider less environmentally damaging alternatives to meet the need for expanding Milton Seaman Reservoir. The Terry Ranch Water Project was identified as an alternative that proved to have less environmental impacts and would be less expensive to construct for the City’s rate payers. See “THE SYSTEM—Terry Ranch Water Rights and Storage Acquisition” above. Because the Terry Ranch Water Project met the City’s storage needs, was less environmentally damaging, and less expensive for Greeley, the City decided to end its permitting effort to expand Milton Seaman Reservoir, and recorded substantial amounts invested up to that point as expenses of the System.

***Non-Potable System.*** The City has not made significant investments in the non-potable system since the late 2000’s, but future capital investments will be made to expand the non-potable infrastructure into newly developing areas of the City. Non-potable water supplies are more available than water resources that can be delivered to the treatment plants and are significantly less expensive. The City’s long range water planning anticipates non-potable water use to increase to approximately 10,000 acre-feet annually from the current usage of 2,500 acre-feet. To accomplish this, the City is changing its development policy to require non-potable installation in most cases and the City will contribute to the overall cost to install non-potable infrastructure by paying for oversizing when needed. Additionally, the City has programmed approximately \$35 million in backbone improvements to the non-potable system over the next 10 years.

***Windy Gap Firing Project.*** Another significant capital improvement project is the Windy Gap Firing Project, which is the creation of storage (“firing”) for Windy Gap water. For a description of the Windy Gap Firing Project, see “THE SYSTEM—The Windy Gap Project and the Windy Gap Firing Project” above.

***Capital Improvement Planning Factors.*** Between 2004 and 2010, the City supplemented its 2003 Water Master Plan, which has an approximately 50-year time horizon, by adding the Future Water Account Phase 2. The planning and permitting process for the expansion of Milton Seaman Reservoir started during this timeframe which has since been replaced with the Terry Ranch Water Project. While the City believes that its existing water supplies can accommodate growth until approximately 2065, climate data indicates temperatures are warming, causing landscapes to require more water. The growth and development outlook for Greeley and Northern Colorado has placed the City in competition with numerous governmental and private users for limited regional water supplies. Protection against these long-term risks of competition and price pressure, are the principal reasons for the City’s continued water supply acquisition planning. The



City is currently undertaking an Integrated Water Resource Plan (IWRP) to create a holistic water resource plan for Greeley that will determine the strategy for future water acquisition and supply management.

Greeley has grown from a population of 77,815 in 2000 to an estimated 2020 population of 108,861. The City and the surrounding region have seen significant growth despite the 2008/2009 recession and the recent downturn due to the COVID-19 pandemic. The City's 2021 Annual Growth and Development Report estimated the City's current population as 111,146 and the pace of new building permits has accelerated as the pandemic's impacts have eased. See "APPENDIX D—ECONOMIC AND DEMOGRAPHIC INFORMATION." See also "FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Customers" as to potential changes in non-residential water demand.

### **Environmental Concerns**

The operation of the System is subject to substantial environmental regulation under both state and federal law. Although System management believes it is in compliance with all material regulations affecting the System, there can be no assurance that future compliance with such requirements would not frustrate otherwise feasible projects or result in increased capital and operating expenses for the System. The City's water supply and treatment operations are affected by numerous regulatory requirements, primarily those imposed by federal laws such as the Safe Drinking Water Act and the Clean Water Act. The City is in compliance with all current drinking water and water quality standards, but the Water and Sewer Department anticipates that new regulations (as well as capacity concerns) would continue to require ongoing rehabilitation and improvement of its treatment facilities. See "THE SYSTEM—Water Treatment, Storage and Distribution" and "THE SYSTEM—Planned Capital Improvements" above. Compliance with changing federal and State regulations may affect the cost of water treatment and distribution. The City recently completed master plans for the transmission and distribution system, the wastewater collection system, and the non-potable system intended to provide the roadmap for building future capital plans.

### **COVID-19**

The larger City government has implemented various measures described under the caption "THE CITY—COVID-19" in response to the pandemic conditions experienced in 2020 and 2021. As of the date of this Official Statement, the System has experienced no significant COVID-19 related financial or operational hardships. There have been no significant account delinquencies or instances of non-payment attributable to COVID-19. No loans or grants have been necessary for the continued operation of the System. The City continues to closely monitor the impact of COVID-19 (including, but not limited to, the underlying financial impact on its revenues) on the operation of its municipal services, including those of the System. It is unknown how extensive the spread of COVID-19 will be in the City or the State, or how long the current restrictions will remain in place, and these things may change rapidly. Due to the essential nature of the System's utility services, the Enterprise does not currently anticipate a significant, material impact on its annual revenues. However, it is not possible to predict whether current economic conditions will continue or worsen, the duration of such changing conditions, or how future short term and long-term economic conditions related to the pandemic will affect the System's finances in general.

## **FINANCIAL INFORMATION CONCERNING THE SYSTEM**

### **Budget Process**

In the summer of each year, the Board recommends to the City Manager a separate System budget for the upcoming year; the System budget is then included as a separate component of the City's overall budget process. The City's budget provides detailed estimates of proposed expenditures for each City agency for the ensuing fiscal year, and also set forth corresponding expenditure information for the current

and last full fiscal years. The budget also includes information as to actual and anticipated revenues. A public hearing on the proposed budget must be held before its final adoption. The Council must adopt the budget by ordinance no later than December 15th; then, before the end of the current fiscal year, the Council must adopt an ordinance, based upon the budget as adopted, appropriating the moneys needed for various municipal purposes during the upcoming fiscal year. In general, all expenditures must be made in accordance with the appropriation ordinance. The City's 2021 budget and the corresponding appropriation ordinance were adopted October 20, 2020. In recent years, the System operating budget has not changed substantially. For 2021, the City took a conservative approach due to the uncertainties related to COVID-19. No full-time positions were added with only limited adjustments to operating costs like power and chemicals, however, actual expenses have been significantly higher than previous years. This is primarily due to mitigation activities related to the Cameron Peak Fire [substantially all of which are being offset from federal and State funds available for the regional mitigation effort]. Greeley was the lead agency and all the state and federal funding for mulching and erosion control projects was funneled through Greeley. Water assessment costs for the Windy Gap, Colorado-Big Thompson and other ditch company assessments reflect modest increases. For the 2022 budget, ten new positions were approved, with limited changes to other operating costs. Five of the new positions were allocated to the Bellvue WTP. These additional positions would allow the City to staff the Bellvue WTP with shift staff. Previously, the City had operators who lived on site but this method of staffing is no longer preferred because of logistical challenges.

Although the City approves its budget, including the System budget, on the annual schedule described above (consistent with applicable law), the City utilizes a biennial budget planning process, which provides for more efficient information-gathering and better continuity of information for the Council and the public.

There are procedures by which the budget and appropriations for a particular year may be modified to reflect actual revenues and expenses. The City's budgets are prepared in conformity with State law requirements which differ in some respects from generally accepted accounting principles ("GAAP"). The Board also submits its long-range capital plans for the System to the Council. Accordingly, although the Charter gives the Water Board the power to establish minimum water rates (as described below under "System Rates and Charges"), the Council retains control over the budget and capital plan for the System.

### **System Rates and Charges**

It is the responsibility of the Board to annually establish minimum water rates sufficient to pay all operation and maintenance expenses of the System, all debt service requirements, and additions to a reserve account in sufficient amounts to offset depreciation of the System. The Charter prohibits the Council from reducing rates so established by the Board; however, the Council may increase the rates by resolution.

All System rates and charges are set based upon a cost-of-service model developed by the City and its water rate consultants. The cost-of-service model is updated on an annual basis and takes into account factors such as volume of water demand, consistency of water demand, provision of raw water rights to the City and other factors. The City classifies its water customers by applicable service rate depending upon: location within or outside the City; whether the property served is residential, commercial, industrial, agricultural special contract, or another municipality or quasi-municipality; and whether the customer provides raw water rights to the City. 100% of System accounts are metered. As permitted under the Bond Ordinance and ordinances authorizing outstanding Parity Obligations, the System does not charge for water service to City-owned property open to use by the public such as City parks.

The City's monthly water bills include a consumption charge for each 1,000 gallons of water consumed and a fixed service charge based on meter size (regardless of the volume of water consumed). Effective January 1, 2021, residential and commercial treated water consumption charges per 1,000 gallons

vary from \$5.07 to \$12.02, while industrial rates vary from \$3.64 to \$3.89. Additional fixed monthly treated water service charges vary from \$14.40 for the smallest meter size (within the City) to \$189.15 for the largest meter size (outside the City). The City also provides non-potable water at a rate of \$3.75 per 1,000 gallons. The rates for treated water delivered under intergovernmental agreements with nearby municipalities are based upon the City's water rate cost-of-service model, plus ten percent, subject to annual adjustment. See "FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Customers" below. The Board has also imposed "raw water surcharges" on certain non-potable customers and nonresidential treated water customers for use of water in excess of allotted amounts.

The City's 2021 water rates reflect an average increase of 6% over 2020 water rates. For the preceding four years, water rates have reflected the following average increases over the preceding year: for 2020, 8.5%; for 2019, 5%; for 2018, 2.5%; and for 2017, 3%. Water rate increases in the range of 4% to 6% are expected over the next several years, in order to fund capital improvement projects and for the acquisition of additional water rights. The Water and Sewer Department typically conducts an annual survey comparing single-family residential water bills for selected major front-range water suppliers; the most recent such survey was conducted in late 2020, assembling rate information for 28 such suppliers, and concluded the City's average water bill was slightly higher than the median bill for the surveyed suppliers.

Increasing water cost to the consumer has likely played a role in the overall trend of decreasing per capita usage that water utilities across the nation have experienced. The System has also seen decreasing usage per water account and has lowered its assumed per capita usage when forecasting water sales revenue. Year to year weather variability is consistently the largest consideration for customer water usage. City financial staff plan conservatively for wet weather (with low water sales) when creating revenue budgets. See "THE SYSTEM—Water Acquisition Planning—*Water Yields and Drought Planning*."

In evaluating the need for large water storage projects (such as the Milton Seaman Reservoir expansion), federal agencies typically seek assurance that the project proponent is efficiently using its current water supply and is implementing an effective conservation program. One conservation program element that such agencies deem particularly important is a conservation rate structure. The City implemented the Water Budget rate structure in February of 2017. The rate structure uses individualized rate tiers that vary according to lot size and number of people in a household. The Water Budget rate structure is fair rate structure that encourages water conservation yet accounts for variability in water usage needs that a simple tiered structure does not recognize.

It is possible that the Colorado Public Utilities Commission could seek to regulate rates charged by municipalities for extraterritorial service; however, the PUC has not as yet sought to exercise such regulatory authority. The effect of any such regulation on System revenues cannot be determined.

Set forth below is a breakdown by account classification of number of accounts and System service charge revenues received by the City in 2019 and 2020.

**TABLE V**  
**System Service Charge Revenues <sup>1</sup>**

Classification	2019				2020			
	No. of Accounts	% of Total	Revenues	% of Total	No. of Accounts	% of Total	Revenues	% of Total
<b>Within the City:</b>								
Residential metered	25,500	89.5%	\$20,889,757	54.7%	25,662	89.5%	\$25,671,851	57.7%
Commercial/Industrial	2,133	7.5	10,534,895	27.6	2,157	7.5	10,923,500	24.6
Non-potable	151	0.5	603,479	1.6	155	0.5	812,565	1.8
<b>Outside the City:</b>								
Residential metered	502	1.8	623,341	1.6	501	1.7	739,816	1.7
Commercial/Industrial	114	0.4	143,467	0.4	114	0.4	157,796	0.4
Municipalities <sup>1</sup>	20	0.1	4,593,079	12.0	19	0.1	5,389,082	12.1
Greeley-Loveland shareholders	58	0.2	164,775	0.4	58	0.2	184,730	0.4
Special industrial rate	1	0.0	610,775	1.6	1	0.0	610,695	1.4
Total <sup>2</sup> :	28,479		\$38,163,569		28,667		\$44,490,034	

<sup>1</sup> This reflects revenues generated from provision of water treatment service pursuant to intergovernmental agreements with other municipalities. See "FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Customers" below.

<sup>2</sup> Service charge revenues in the Water Fund financial statements (see "FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Financial Operating History" below) also include developer payments in lieu of water rights (described below in this heading) and raw water surcharges, as well as revenues from water rentals, meter sales and other minor items.

Source: The City

The City also charges plant investment fees ("Plant Investment Fees") for new service, to recover the customer's portion of the capital investment in the System. Plant Investment Fees are based upon the estimated replacement value of the System at the time of connection to the System and vary depending upon tap size. Effective March 1, 2021, Plant Investment Fees vary from \$11,200 (smallest tap size) to \$466,500 (6" tap). Plant Investment Fees for taps larger than 6" are negotiated between the property owner and the City. Plant Investment Fees do not include the costs of the meter, labor and materials required in making a tap onto the System, service line installation, or street trenching and repairing, all of which must be paid in advance by the owner, lessee, or user of the property requesting service. The System's municipal wholesale customers do not pay Plant Investment Fees in relation to individual water taps; instead they pay certain lump-sum system development charges to secure treatment and transmission capacity. These system development charges are accounted for under the audit category "Plant Investment Fees." See "FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Customers" below. Set forth below is historical information as to water tap sales and related Plant Investment Fee collections.

**TABLE VI**  
**Water Taps Issued and Related Plant Investment Fees Collected**

	2016	2017	2018	2019	2020	2021 <sup>1</sup>
Water Taps Issued	301	136	411	241	120	221
Related Plant Investment Fees	\$4,669,986	\$2,571,815	\$6,027,277	\$4,450,604	\$1,904,767	\$3,825,290

<sup>1</sup> Figures are unaudited

Source: The City

Other than Plant Investment Fees related to water taps, substantially all of the other Plant Investment Fees as set forth in the Water Fund financial statements are derived from system development charges paid by the System's municipal customers.

In addition to Plant Investment Fees, the City requires that developers provide raw water rights at the time of annexation or development (accounted for under the audit category “Contributions from Developers”). Single family residential requirements are set at 3 acre-feet per acre of property being developed; multi-family and non-residential requirements are based on projected water demand. The raw water requirements for multi-family and non-residential customers was revised in 2019 to be based on projected demand per the type of development, rather than the tap size. A cash-in-lieu amount instead of water rights contribution is also permitted (accounted for under the audit category “Charges for Service”). In 2020, the City’s cash-in-lieu payments totaled \$722,467. Prior to 2018, the City had a policy in place that encouraged water rights contributions over cash-in-lieu payments but has since changed its policy to allow unlimited amounts of cash-in-lieu or tenders of raw water Credits associated with the Terry Ranch aquifer acquisition. See “THE SYSTEM – Terry Ranch Water Rights and Storage Acquisition.”

Developers requesting service to a particular area are also required to provide water line improvements to meet the needs of their development. The value of improvements so provided (non-cash) are accounted for under the audit category “Contributions from Developers”.

### Billing and Collection

The City bills water customers monthly. For delinquent accounts, the City may disconnect water service until the bill, plus a reconnection fee, has been paid. A final notice and a shutoff notice are given before services are terminated. The Water and Sewer Department reports that an insignificant number of water service charges have been written off as bad debt in recent years. The Greeley Municipal Code provides that all water rates constitute a charge and lien upon the premises to which water is delivered.

### System Customers

The following table shows the largest customers of the System by treated water consumed. (The City’s Parks Department is also a large consumer of treated water but is not included in this table because the System does not charge for service provided to City-owned property open to use by the public.)

**TABLE VII**  
**Largest Customers of the System 2020 <sup>1</sup>**

<b>Customer</b>	<b>Consumption (1,000s gallons)</b>	<b>Percentage of Consumption</b>
Municipality <sup>2</sup>	891,311	10.26%
Food manufacturer	757,912	8.7
Beef processing	699,119	8.0
Municipality	200,710	2.3
Manufacturer	172,219	2.0
University	147,726	1.7
Municipality	119,899	1.4
Public schools	59,413	0.7

<sup>1</sup> Based on treated water consumption.

<sup>2</sup> These municipal customers provide their own raw water supply, with the System providing treatment service only. See narrative below.

Source: The City

In the last 10 years, the System has experienced some demand from oil and gas operators for water to be used in hydraulic fracturing; however, the City does not consider this to be a reliable source of demand or revenue over the long term. Budgeted revenue from this source is set conservatively.

The City provides water treatment service to the City of Evans (“Evans”) pursuant to an agreement extending through 2023, with ten-year renewals thereafter unless terminated according to the terms of the agreement. The agreement requires Evans to acquire sufficient water rights to satisfy its treated water requirements. In the event of a shortage of treated water, caused by the inability of a component of the System to function, Evans and the City have agreed to share proportionally in water use reductions. A system development charge (designed to recover System capital costs associated with new demand) is due to the City if the metered water delivered to Evans in any year exceeds the acre-feet delivered in the base year of the agreement. See “FINANCIAL INFORMATION CONCERNING THE SYSTEM—System Rates and Charges” above.

The City also provides water treatment service to the Town of Windsor (“Windsor”) under an agreement that is in effect until 2042, with ten-year renewals thereafter unless terminated according to the terms of the agreement. Under that agreement Windsor has contracted for the delivery of a specified amount of treated water; Windsor is responsible for maintaining water rights sufficient to make available raw water to the City for treatment. In the event Windsor’s demand in any year exceeds the specified amount, Windsor would be required to pay a system development charge for the excess, and thereafter Windsor’s annual allotment of treated water under the agreement, and its payment obligation, would be increased accordingly. See “—System Rates and Charges” above. Windsor and the City amended the water treatment service agreement in 2021 to allow Windsor to lease an interim water supply from Greeley for 10 years, with one option for a five year extension. This amendment was undertaken to enable Windsor to weather potential drought periods while they secure additional water through the Northern Integrated Supply Project.

The City has also entered into an agreement to provide water treatment service to the Town of Milliken; that agreement is patterned after the Evans Agreement and has been extended until 2037.

The City has emergency interconnect agreements with the City of Loveland, the Town of Johnstown, and the North Weld County Water District. These agreements provide that, if and when water is needed by either party due to either unforeseen emergencies (such as line breaks) or planned construction or maintenance interruptions, water rights are exchanged and the party receiving water is obligated to reimburse all costs to the party providing water. These agreements have not had material effects on the City’s water supply or operations and have not generated any material amount of revenue.

The City provides treated water to Garden City water users; those users are billed directly by the City. The City and Garden City signed an intergovernmental agreement in 2017 that formalized the relationship between the two organizations. The agreement provided an acknowledgement by Garden City that the City was the water provider within their jurisdiction as well as defined how the water system within Garden City would be maintained and expanded, if needed. The term of the agreement concludes in 2067, with automatic 10-year renewals unless terminated as provided by the agreement.

### **System Financial Operating History**

**General.** The City operates and accounts for the System as a self-supporting enterprise through the Water Fund. The Water Fund is used to account for all System administration, operations, maintenance, financing, debt service, and billings and collections. The System is not subsidized by other City revenues. Certain administrative and overhead expenses of the Water and Sewer Department are allocated between the Water Fund and the Sewer Fund. Costs of general and administrative services provided by the City in connection with the System are allocated and charged to the Water Fund. In accordance with the City

Charter, all revenues received from the imposition of water charges are used only for the operation, maintenance, replacement of and additions to the System, including the acquisition of water rights.

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Set forth below is a five-year comparative statement of System revenues, expenses, and resulting changes in net assets derived from the City's audited financial statements for fiscal years ended 2016 through 2020.

**TABLE VIII**  
**Summary of Water Fund Revenues, Expenses and Changes in Net Assets,**  
**Years Ended December 31**

	2016	2017	2018	2019	2020
<b>OPERATING REVENUES</b>					
Charges for services	\$ 39,814,030	\$ 38,893,360	\$ 40,621,086	\$ 41,746,569	\$ 48,016,922
Licenses and permits	47,928	237,765	36,007	48,558	15,087
Intergovernmental revenue <sup>1</sup>	–	446,497	147,035	142,092	3,787,102
Miscellaneous revenue	86,378	56,495	59,813	149,203	683,783
Total operating revenues	<u>39,948,336</u>	<u>39,634,117</u>	<u>40,863,941</u>	<u>42,086,422</u>	<u>52,502,894</u>
<b>OPERATING EXPENSES</b>					
Personal services	6,441,744	6,319,090	6,769,576	7,005,888	8,003,369
Supplies	2,047,806	2,172,316	2,013,847	1,991,725	3,810,396
Purchased services	6,685,700	4,184,845	5,280,809	3,460,840	25,214,654 <sup>2</sup>
Assessments	3,131,557	1,301,030	2,831,951	2,137,409	2,441,619
Insurance and bonds	152,708	172,090	189,234	206,808	207,301
Utilities	907,433	1,114,747	1,034,696	1,063,453	1,148,050
Repairs and maintenance	710,325	842,279	1,201,100	1,176,456	1,174,177
Rentals	121,615	133,811	149,185	181,740	158,216
Depreciation	7,530,673	8,291,078	8,756,023	9,052,815	9,419,831
Other expenses	64,147	319,034	264,690	281,186	1,623,406
Total operating expenses	<u>27,793,708</u>	<u>24,850,320</u>	<u>28,491,111</u>	<u>26,558,320</u>	<u>53,201,019</u>
Operating income	<u>12,154,628</u>	<u>14,783,797</u>	<u>12,372,830</u>	<u>15,528,102</u>	<u>(698,125)</u>
<b>NONOPERATING REVENUES(EXPENSES)</b>					
Plant investment fees	4,669,986	2,571,815	6,027,277	4,450,604	1,904,767
Earnings on investments	538,419	380,003	948,638	2,396,660	1,654,460
Rents	224,362	298,779	203,621	215,938	266,385
Oil and gas royalties	392,367	193,778	284,957	193,237	122,710
Damages recovered	–	20,601	19,812	16,669	6,701
Miscellaneous	5,966,359	860,250	(341,602)	(147,436)	(198,829)
Interest expense	(2,358,279)	(2,226,682)	(2,354,708)	(3,134,257)	(3,013,547)
(Loss) gain on sale of assets	83,931	(514,382)	(330,480)	69,710	(146,728)
Total	<u>9,517,145</u>	<u>1,584,162</u>	<u>4,457,515</u>	<u>4,061,125</u>	<u>595,919</u>
Income before capital contributions and transfers	<u>21,671,773</u>	<u>16,367,959</u>	<u>10,803,068</u>	<u>15,138,623</u>	<u>(2,006,973)</u>
Capital contributions – development fees	1,968,760	1,208,336	6,027,277	4,450,604	1,904,767
Capital contributions - other	–	--	7,681,600	1,428,335	743,530
<b>TRANSFERS</b>					
In	82,153	82,153	82,153	82,153	132,153
(Out) <sup>3</sup>	(1,857,025)	(1,964,645)	(2,073,312)	(2,034,993)	(2,310,033)
Change in net assets	21,865,661	15,693,803	22,520,786	19,064,722	(1,536,556)
<b>TOTAL NET ASSETS—Jan. 1</b>	<u>320,232,180</u>	<u>342,097,841</u>	<u>357,791,644</u>	<u>380,312,430</u>	<u>399,377,151</u>
<b>TOTAL NET ASSETS—Dec. 31</b>	<u>\$342,097,841</u>	<u>\$357,791,644</u>	<u>\$380,312,430</u>	<u>\$399,377,152</u>	<u>\$397,840,595</u>

<sup>1</sup> Intergovernmental revenue related to operations is shown as operating revenue and intergovernmental revenue related to capital expenditures appears as non-operating revenue.

<sup>2</sup> In 2020, the City expensed approximately \$20,274,650 in permitting costs from previous years related to the Milton Seaman Reservoir Expansion. See "THE SYSTEM—Planned Capital Improvements—Milton Seaman Reservoir Expansion."<sup>2,3</sup>

<sup>3</sup> Primarily consists of Water Fund transfers made to the General Fund for Water System's share of City administrative costs. Source: The City's audited financial statements for fiscal years ended 2016 through 2020.



**TABLE IX**  
**Water Fund Schedule of Revenues, Expenditures and Changes in Funds Available**  
**Actual, Non-GAAP Budgetary Basis, Years Ended December 31**

	2016	2017	2018	2019	2020
<b>OPERATING REVENUES</b>					
Charges for services	\$ 39,814,030	\$ 38,893,360	\$ 40,621,086	\$ 41,746,569	\$ 48,016,922
Intergovernmental	--	446,497	36,007	142,092	3,787,102
Licenses and permits	47,928	237,765	147,035	48,558	15,087
Miscellaneous	86,378	56,495	59,813	149,203	683,783
Total Operating Revenues	<u>39,948,336</u>	<u>39,634,117</u>	<u>40,863,941</u>	<u>42,086,422</u>	<u>52,502,894</u>
<b>OPERATING EXPENSES</b>					
Personnel services	6,441,744	6,319,090	6,769,576	7,005,888	8,003,369
Supplies	2,047,806	2,172,316	2,013,847	1,991,725	3,810,396
Purchased services	6,685,700	4,184,845	5,280,809	3,460,840	25,214,654 <sup>2</sup>
Assessments	3,131,557	1,301,030	2,831,951	2,137,409	2,441,619
Insurance and bonds	152,708	172,090	189,234	206,808	207,301
Utilities	907,433	1,114,747	1,034,696	1,063,453	1,148,050
Repairs and maintenance	710,325	842,279	1,201,100	1,176,456	1,174,177
Rentals	121,615	133,811	149,185	181,740	158,216
Depreciation <sup>1</sup>	7,530,673	--	--	--	--
Other expenses	64,147	319,034	264,690	281,186	1,623,406
Total Operating Expenses	<u>27,793,708</u>	<u>16,559,242</u>	<u>19,735,088</u>	<u>17,505,505</u>	<u>43,781,188</u>
Operating Income (loss)	<u>12,154,628</u>	<u>23,074,875</u>	<u>21,128,853</u>	<u>24,580,917</u>	<u>8,721,706</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>					
Plant investment fees	4,669,986	2,571,815	6,027,277	4,450,604	1,904,767
Interest and Investment Earnings	538,419	380,003	948,638	2,396,660	1,654,460
Issuance of debt	39,867,635	--	--	--	--
Rents	224,362	298,779	203,621	215,938	266,385
Oil and gas royalties	392,367	193,778	284,957	193,237	122,710
Damages recovered	--	20,601	19,812	16,669	6,701
Miscellaneous	5,966,359	860,250	(341,602)	(147,436)	(198,829)
Interest Expense	(2,358,279)	(2,226,682)	(2,354,708)	(3,134,257)	(3,013,547)
Gain (loss) Disposal Capital Assets	83,931	(514,382)	(330,480)	69,710	(146,728)
Principal Repayment	92,000	80,000	16,273	91,727	--
Principal Retirement	(5,971,978)	(5,944,950)	(6,161,211)	(8,436,894)	(6,915,000)
Capital Outlay	<u>(33,314,099)</u>	<u>(21,762,543)</u>	<u>(28,517,444)</u>	<u>(28,569,394)</u>	<u>(14,058,871)</u>
Total Non-Operating Revenues (Expenses)	<u>10,190,703</u>	<u>(26,043,331)</u>	<u>(30,204,867)</u>	<u>(32,853,436)</u>	<u>(20,377,952)</u>
Income (loss) before transfers and capital contributions	<u>22,345,331</u>	<u>(2,968,456)</u>	<u>(9,076,014)</u>	<u>(8,272,519)</u>	<u>(11,656,246)</u>
Capital contributions	1,968,760	1,208,336	7,681,600	1,428,335	743,530
<b>TRANSFERS IN</b>					
General Fund	--	--	--	--	50,000
Sewer Fund	82,153	82,153	82,153	82,153	82,153
<b>TRANSFERS OUT</b>					
General fund	(1,827,605)	(1,773,845)	(2,011,912)	(2,033,593)	(2,219,733)
Public Art fund	(20,620)	(24,000)	(1,400)	(1,400)	(30,300)
Information Technology fund	(8,800)	(8,800)	--	--	--
Liability Fund	--	(158,000)	(60,000)	--	(60,000)
Total Transfers Out	<u>(1,857,025)</u>	<u>(1,964,645)</u>	<u>(2,073,312)</u>	<u>(2,034,993)</u>	<u>(2,310,033)</u>
Net income (loss) on a budgetary basis	<u>22,539,219</u>	<u>(3,642,612)</u>	<u>(3,385,573)</u>	<u>(8,797,024)</u>	<u>(13,090,596)</u>
<b>Reconciliation to a GAAP Basis:</b>					
Issuance of debt	(39,867,635)	--	--	--	--
Principal repayment	(92,000)	(80,000)	(16,273)	(91,727)	--
Principal retirement	5,971,978	5,944,950	6,161,211	8,436,894	6,915,000
Depreciation	--	(8,291,078)	(8,756,023)	(9,052,815)	(9,419,831)
Capital outlay	<u>33,314,099</u>	<u>21,762,543</u>	<u>28,517,444</u>	<u>28,569,394</u>	<u>14,058,871</u>
Change in net position	21,865,661	15,693,803	22,520,786	19,064,722	(1,536,556)
Net position - January 1	<u>320,232,180</u>	<u>342,097,841</u>	<u>357,791,644</u>	<u>380,312,430</u>	<u>399,377,151</u>
Net position - December 31	<u>\$342,097,841</u>	<u>\$357,791,644</u>	<u>\$380,312,430</u>	<u>\$399,377,152</u>	<u>\$397,840,595</u>

<sup>1</sup> Due to a change in accounting practices, subsequent to 2016, depreciation is no longer included in expenses.

<sup>2</sup> In 2020, the City expensed approximately \$20,274,650 in permitting costs from previous years related to the Milton Seaman Reservoir Expansion. See "THE SYSTEM—Planned Capital Improvements—Milton Seaman Reservoir Expansion."

Source: The City's audited financial statements for fiscal years ended 2016 through 2020, and the City

## **Management’s Discussion and Analysis of Trends in Operations of the Water Fund.**

Operating revenues of the System increased 31% from 2016 to 2020 and System operating expenses (other than depreciation) increased 16% over the same period. System management added seven positions between 2016 and 2021 (two of those positions were in the Sanitary Sewer System and shifted to the Water System), with 10 additional positions planned for 2022. Securing and retaining quality employees has proven to be challenging in the competitive job market for water and sewer professionals.

Development in the City has varied with the economic conditions. The number of new housing units has varied from a low of 42 in 2011 to a high of 948 in 2019. The mix of new housing units has been approximately 40% single family and 60% multi-family from 2012 to 2020, which reflects a common shift towards multi-family in the bigger metropolitan areas in Colorado. The City has approved multiple metropolitan districts to fund public improvements in developing regions that is expected to increase the pace of development in upcoming years.

The City has historically budgeted the accumulation of working capital reserves within the Water Fund. Reserves are accumulated from a variety of sources including: Plant Investment Fee revenues; that portion of the City’s rates and charges which are imposed to offset depreciation; and payments from property owners and developers in lieu of their provision of water rights in connection with the annexation and development of property. The City reported working capital reserves within the Water Fund of \$71,162,495 as of December 31, 2019 and \$58,041,181 as of December 31, 2020 (based on audited financial statements).

## **THE CITY**

### **General**

The City was incorporated as a municipal corporation in 1886 and adopted its home rule charter in 1958. The City is located in central Weld County approximately 52 miles north of the Denver metropolitan area. The City encompasses approximately [47.3] square miles, has a 2021 year-end projected population of 111,146 according to the City’s 2021 Mid-Year Growth and Development Projection Report, and is the county seat of Weld County. See “APPENDIX D—ECONOMIC AND DEMOGRAPHIC INFORMATION.”

### **Governing Body**

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

The Council meets on the first and third Tuesdays of the month, with the Mayor participating as a voting member and as the presiding officer. A Mayor Pro Tem is appointed from the Council membership to serve in the event of absence or disability of the Mayor. As compensation for their services, the Council

members receive salaries of \$1,050 per month, and the Mayor receives \$1,500 per month. The present Council and their principal occupations and terms of office are as follows:

City Council Member	Present Term Expires (November) <sup>1</sup>	Principal Occupation
John Gates, Mayor	2021	Weld County School District 6 Security Director
Dale Hall, Ward IV, Mayor Pro Tem	2023	Owner Property Management Company
Tommy Butler, Ward I	2023	[REDACTED]
Deb Deboutez, Ward II	2025	Retired
Johnny Olson, Ward III	2025	Engineer
Brett Payton, At Large	2025	Attorney
Ed Clark, At Large	2023	University Schools Security Director

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

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

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

**Administration and Management**

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

The administrative and management personnel of the City most directly involved in the issuance of the Series 2022 Bonds are the Acting City Manager, the Finance Director and the City Attorney. These individuals’ duties in City government and their relevant experience are summarized below.

**City Manager.** The City Manager is the chief administrative officer of the City. He is responsible to the Council for proper administration of all City affairs placed in his charge by the Charter or by law, including the direction and supervision of all administrative departments of the City (with the exception of

those under the direction of the City Attorney and the municipal court). The City Manager is also required to annually prepare and administer the City budget and to perform such other duties as requested by the Council.

The City is currently engaged in a national search for its next City Manager after the retirement of former City Manager, Roy Otto. The Council has appointed Raymond C. Lee III to Acting City Manager. Mr. Lee joined the City in January of 2021 as Deputy City Manager prior to his appointment as Acting City Manager. Mr. Lee has expansive experience in municipal government, having previously worked in leadership roles in the Public Works department for the City of Amarillo and the Street Services department for the City of Dallas. Mr. Lee has also previously worked in other departments for the City of Dallas, including library services, city secretary's office, human resources and risk management. Mr. Lee received his Bachelor's and Master's degrees in Public Administration from Henderson State University and the University of Kansas, respectively.

***Finance Director.*** This position acts under the direction of the City Manager in the administration and management of the financial affairs of the City. The responsibilities include, among others, oversight of the day-to-day financial activity, the preparation of annual financial statements and the annual budget.

Mr. Karner is Finance Director for the City, where he oversees the fiscal management and financial operations for the City. Mr. Karner holds a Bachelor of Arts degree in Economics and Political Science from Lake Forest College and a Master of Public Policy from the University of Chicago's Harris School of Public Policy. Mr. Karner has broad experience across government and the private sector. As a consultant, Mr. Karner led the strategy and execution planning for the National Western campus's operations post construction. Mr. Karner served as Director of Strategic Initiatives at Denver International Airport ("DIA") where he led the execution of a newly created public-private innovation partnership between DIA and a global private airport operator. Mr. Karner also worked for the City and County of Denver's Department of Finance focusing on public financing and economic development projects that supported smart, sustainable economic growth across Denver. Before his relocation to Colorado, Mr. Karner served as senior advisor to the Chief Financial Officers' Council in Washington D.C where he worked with the Executive Office of the President, Office of Budget and Management to help manage execution of the President's Management Agenda and support the development of sound financial management policy for the U.S. government.

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

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

## **City Employees**

For 2022, the City has budgeted a total of 1,011.75 full-time regular equivalents who are eligible for benefits. City employees are granted vacation and sick leave, or paid time off in varying amounts. The Charter expressly grants collective bargaining rights to the City's police officers and firefighters; none of the City's other employees have collective bargaining rights. The City believes its relationship with its employees is satisfactory.

## **COVID-19**

The spread of the coronavirus disease 2019 (“COVID-19”) is currently altering the behavior of individuals and businesses in a manner that is having significant negative effects on global, national, and local economies and could result in some municipal operations and revenues being vulnerable to the potential economic effects of the pandemic. The City, along with federal, state and local governments, has taken significant steps to address the impacts of COVID-19. Such steps include various announced orders, recommendations and other measures intended to slow the spread of COVID-19, including the closing of businesses (or, in connection with social distancing, requiring the implementation of restrictive measures with respect to the provision of goods and services) as well as “shelter in place” orders. With respect to its operations in general, the City is following national, State and local guidance and recommendations for protecting public health including, but not limited to separating employees and working from home when possible.

## **Pension Plans and Other Post-Employment Benefits**

The City provides five pension plans for eligible employees, including the City of Greeley Money Purchase Plan (a defined contribution plan), the Greeley Police Department Personal Defined Contribution Pension Plan, the Fire New-Hire Plan (a cost-sharing multiple-employer statewide defined benefit plan administered by the Colorado Fire and Police Pension Association (FPPA)), the Police Old-Hire Pension Plan (an affiliated local plan of the Public Employee Retirement System, an agent multiple-employer defined benefit pension plan administered by the FPPA), and the Fire Old-Hire Pension Plan (an affiliated local plan of the Public Employee Retirement System, an agent multiple-employer defined benefit pension plan administered by the FPPA). A description of the City’s pension plan obligations is included in Note 15 to the City’s 2020 audited financial statements in APPENDIX C hereto.

## **City Insurance Coverage**

The City’s insurance program includes a combination of self-insurance and commercial insurance coverage. The City presently has a \$451,983,914 blanket insurance policy with Liberty Mutual Insurance Company covering all of its structures and their contents, with a \$50,000 deductible per occurrence. The City is partially self-insuring general liability and automobile liability and public officials’ liability insurance programs. In addition, the City has a \$5,000,000 excess policy underwritten by Genesis Insurance with a \$500,000 SIR (self-insured retention). The City also carries certain stop loss policies for its employee self-insured health plan and excess workers compensation coverage.

The City budgeted \$16,852,170 for health premiums, \$667,840 for dental premiums, and \$165,500 for a total deposit to its Health Fund of \$17,685,510 for 2022. The Health Fund accounts for allowable medical claims of City employees and their covered dependents. Self-insurance is in effect for claims up to \$225,000 per employee per year. Claims greater than \$225,000 per employee per year, and those in excess of \$14,836,316 (for 2022) aggregate stop loss coverage, are insured by private insurance companies. The fund balance in the Health Fund as of December 31, 2020 was \$5,994,586.

The City budgeted \$2,431,956 for deposit to its Liability Fund for 2022, which fund accounts for the costs associated with providing a self-insurance fund for liability claims against the City. The Liability Fund had a balance of \$1,648,661 as of December 31, 2020.

The City has budgeted \$1,064,804 for deposit in its Workers Compensation Fund in 2022, which fund accounts for the financing of costs associated with self-insuring the City’s workers compensation expenses. The Workers Compensation Fund had a fund balance of \$5,698,416 as of December 31, 2020.

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

### **Current Financial Obligations**

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

### **City Services**

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

### **CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING**

At the general election held November 3, 1992, the voters of the State approved an amendment to the Colorado Constitution, constituting Section 20 of Article X of the Colorado Constitution ("TABOR") limiting the ability of the State and local governments such as the City to increase revenues, debt and spending and restricting property, income and other taxes. Generally, TABOR limits the percentage increases in spending and tax revenues to the prior year's amounts, adjusted for inflation, local growth and voter approved changes, requires the maintenance of certain reserves, and prohibits the imposition of new real estate transfer taxes. In addition, TABOR requires that the State and local governments obtain voter approval for certain tax or tax rate increases or to keep or spend revenues received in excess of TABOR limits, and to create any "multiple fiscal year direct or indirect debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years," except for refinancing debt at a lower interest rate or adding new employees to existing pension plans.

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

Many of the provisions of TABOR are ambiguous and TABOR is expected to require continued judicial interpretation. The application of TABOR, particularly during periods of reduced or negative growth, may adversely affect the financial condition and operations of the City and other State local governments to an extent which cannot be predicted.

TABOR excepts from its restrictions the borrowings and fiscal operations of "enterprises," which term is defined to include government owned businesses authorized to issue their own revenue bonds and receiving under 10% of their revenues in grants from all State and local governments combined. In a 1995 decision, the Colorado Supreme Court held that a governmental entity with taxing power was not itself an "enterprise." The Enterprise has no taxing power and receives no material portion of its revenues from governmental sources, and the Series 2022 Bonds are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation. The City therefore treats the Enterprise as an "enterprise" within the meaning of TABOR. See "THE ENTERPRISE."

## TAX MATTERS

### General

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinions described in the preceding sentence assume the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be met subsequent to the issuance of the Series 2022 Bonds. Failure to comply with such requirements could cause interest on the Series 2022 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2022 Bonds. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2022 Bonds.

The accrual or receipt of interest on the Series 2022 Bonds may otherwise affect the federal income tax liability of the owners of the Series 2022 Bonds. The extent of these other tax consequences would depend on such owners’ particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2022 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2022 Bonds.

Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Series 2022 Bonds under the laws of Colorado or any other state or jurisdiction.

### Original Issue Premium

The Series 2022 Bonds that have an original yield below their respective interest rates, as shown on the cover of this Official Statement (collectively, the “Premium Bonds”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

## Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Series 2022 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on any Owner of the Series 2022 Bonds who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2022 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

## Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading “TAX MATTERS” or adversely affect the market value of the Series 2022 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2022 Bonds. It cannot be predicted whether any such regulatory action would be implemented, how any particular litigation or judicial action would be resolved, or whether the Series 2022 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2022 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2022 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

**PROSPECTIVE PURCHASERS OF THE SERIES 2022 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2022 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2022 BONDS.**

## RATINGS

The Series 2022 Bonds are rated “\_\_\_” by Moody’s Investors Service (“Moody’s”) and “\_\_\_” by S&P Global Ratings (“S&P”). The ratings reflect only the view of the rating agencies, and do not constitute a recommendation to buy, sell or hold securities. Any explanations of the significance of such ratings should be obtained from Moody’s or S&P. The ratings are subject to revision or withdrawal at any time by the rating agencies, and there is no assurance that the ratings will continue for any period of time or that they will not be revised or withdrawn by the rating agencies if, in their judgment, circumstances so warrant. Any revision or withdrawal of such ratings could have an adverse effect on the market price of the Series 2022 Bonds.

## LITIGATION

There is no litigation now pending or, to the knowledge of the City officials responsible for the issuance of the Series 2022 Bonds, threatened which questions the validity of the Series 2022 Bonds or of any proceedings of the City taken with respect to the issuance or sale thereof. **[confirm]**



**UNDERWRITING**

[ ] (the “Underwriter”) has agreed to purchase the Series 2022 Bonds from the City at competitive sale, for an aggregate purchase price of \$\_\_\_\_\_ (consisting of the aggregate principal amount of the Series 2022 Bonds plus premium in the amount of \$\_\_\_\_\_ less an underwriting discount in the amount of \$\_\_\_\_\_). The Underwriter is committed to take and pay for all of the Series 2022 Bonds if any are taken.

**LEGAL MATTERS**

Legal matters incident to the authorization and issuance of the Series 2022 Bonds are subject to approval by Kutak Rock LLP, Bond Counsel, whose opinion is expected to be delivered in substantially the form set forth in APPENDIX A hereto. In addition to acting as Bond Counsel, Kutak Rock LLP has been retained to advise the City concerning the preparation of this Official Statement. Certain legal matters will be passed upon for the City by Douglas Marek, Esq., City Attorney.

**FINANCIAL ADVISOR**

Hilltop Securities Inc. (the “Financial Advisor”) is employed as financial advisor to the City to render certain professional services including advising the City concerning the structuring and competitive sale of the Series 2022 Bonds and assisting in the preparation of this Official Statement. In its role as financial advisor to the City, the Financial Advisor has not undertaken either to make an independent verification of or to assume responsibility for the accuracy or completeness of the information contained in this Official Statement and the appendices hereto and is not permitted to underwrite the Series 2022 Bonds.

**FINANCIAL STATEMENTS**

The basic financial statements of the City for the fiscal year ended December 31, 2020, which are included here as APPENDIX C, have been audited by independent auditors, BDO USA, LLP, Certified Public Accountants, Greeley, Colorado, as stated in their report appearing therein. BDO USA, LLP has not been engaged to perform, and has not performed, since the date of their report included therein, any procedures on the financial statements addressed in that report. BDO USA, LLP has also not performed any procedures relating to this Official Statement.

**MISCELLANEOUS**

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

The preparation of this Official Statement and its distribution have been authorized by the City Council.

CITY OF GREELEY, COLORADO

By /s/ \_\_\_\_\_  
Mayor

**APPENDIX A**

**FORM OF OPINION OF BOND COUNSEL**

February \_\_, 2022

City of Greeley  
1000 10<sup>th</sup> Street  
Greeley, CO 80631

[Underwriter]

**§ \_\_\_\_\_  
City of Greeley, Colorado,  
acting by and through its Water Enterprise,  
Water Revenue Refunding and Improvement Bonds  
Series 2022**

We have been engaged by the City of Greeley, Colorado (the “City”) to act as bond counsel in connection with the issuance of the above bonds (the “Series 2022 Bonds”). The Series 2022 Bonds are being issued by the City, acting by and through its Water Enterprise (the “Enterprise”), pursuant to Ordinance No. \_\_\_\_ (the “Bond Ordinance”), as supplemented by a Final Terms Certificate dated February \_\_, 2022 (the “Final Terms Certificate”). The Bond Ordinance, as supplemented by the Final Terms Certificate, is referred to herein as the “Ordinance.” Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Ordinance.

In our capacity as bond counsel, we have examined the Constitution and the laws of the State of Colorado (the “State”), the home rule charter (the “Charter”) of the City, and the regulations, rulings and judicial decisions relevant to the opinions set forth in paragraph 2 below; the transcript of the proceedings relating to the issuance of the Series 2022 Bonds; the Ordinance, and such other certificates, documents, opinions and papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certifications in the transcript of proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon and in reliance on the foregoing, we are of the opinion, under existing law and as of the date hereof, that:

1. The Series 2022 Bonds have been duly authorized, executed and delivered by the City under the laws of the State of Colorado now in force and are valid and binding special and limited obligations of the City, acting by and through the Enterprise, payable on the terms, and subject to the conditions, stated in the Ordinance, and enforceable according to their terms except to the extent such enforcement is limited by the bankruptcy laws of the United States of America, by the reasonable exercise of the sovereign police power of the State of Colorado, and by the exercise of the powers delegated to the United States of America by the federal constitution.
2. Under existing laws, regulations, rulings and judicial decisions, interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax.

3. Under Colorado statutes existing on the date hereof, to the extent interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, interest on the Series 2022 Bonds is excludable from gross income for State of Colorado income tax purposes and from the calculation of Colorado alternative minimum tax.

The opinions expressed in numbered paragraphs (2) and (3) assume the accuracy of the City's representations and compliance by the City of the covenants designed to satisfy the requirements of the Code that must be satisfied subsequent to the issuance of the Series 2022 Bonds. The City has covenanted in the Bond Ordinance and the tax compliance certificate issued in connection with the issuance of the Series 2022 Bonds to comply with all such requirements. The failure to comply with certain of such requirements may cause interest on the Series 2022 Bonds to be included in gross income for federal and state income tax purposes retroactive to the date of issuance of the Series 2022 Bonds. We express no opinion regarding other federal or state tax consequences arising with respect to the Series 2022 Bonds.

We express no opinion herein with respect to the accuracy, completeness or sufficiency of any documents prepared or used or statements made in connection with the offering or sale of the Series 2022 Bonds.

This opinion is delivered based and in reliance upon our examination of the laws, documents and other items specifically described in the second paragraph hereof on the date hereof and we have no obligation to supplement or update this opinion based on or with respect to changes in such laws, documents or other items or with respect to any other event that occurs after the date hereof. The opinions expressed in this letter are given as of the date hereof, and we assume no obligation to update, revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

**APPENDIX B**  
**SUMMARY OF CERTAIN PROVISIONS**  
**OF THE BOND ORDINANCE**

[Kutak to insert]

**APPENDIX C**  
**AUDITED FINANCIAL STATEMENTS OF THE**  
**CITY AS OF DECEMBER 31, 2020**

## APPENDIX D

### ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in the City of Greeley (the “City”) and surrounding Weld County (the “County”). It is intended only to provide prospective investors with general information regarding the City’s community. The information was obtained from the sources indicated and is limited to the time periods indicated. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future. The City makes no representation as to the accuracy or completeness of data obtained from parties other than the City.

#### Population

The following table sets forth population statistics for the City, the County and the State of Colorado (the “State”).

<b>Population</b>						
<b>Year</b>	<b>City of Greeley</b>	<b>Percent Change</b>	<b>Weld County</b>	<b>Percent Change</b>	<b>Colorado</b>	<b>Percent Change</b>
1980	53,006	--	123,438	--	2,889,964	--
1990	60,536	14.21%	131,821	6.79%	3,294,394	13.99%
2000	76,930	27.08	180,936	37.26	4,301,261	30.56
2010	92,889	20.74	252,825	39.73	5,029,196	16.92
2020	108,795	17.12	328,981	30.12	5,773,714	14.80

Sources: U.S. Department of Commerce, Bureau of the Census, Population and Housing Unit Counts, 2020 Census; and Colorado Department of Local Affairs, State Demography Office

#### Housing Stock

The following table sets forth a comparison of housing units within the City and the County.

<b>Housing Units</b>			
	<b>2000</b>	<b>2010</b>	<b>2020</b>
City of Greeley	28,972	36,323	40,556
Weld County	66,194	96,281	119,962

Source: U.S. Department of Commerce, Bureau of the Census, Population and Housing Unit Counts, 2020 Census; and Colorado Department of Local Affairs, State Demography Office

**Income**

The following tables set forth historical median household effective buying income (“EBI”), the percentage of households by classification of EBI and per capita personal income for the County, the State and the United States.

**Median Household Effective Buying Income <sup>1</sup>**

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Weld County	\$52,579	\$56,125	\$62,329	\$57,819	\$60,064
State of Colorado	52,345	54,718	57,732	59,227	62,340
United States	46,738	48,043	50,620	52,468	54,686

<sup>1</sup> Calculated as of January 1.

Source: The Nielsen Company, *Site Reports*, 2016-2017; Environics Analytics, *Spotlight Claritas Reports*, 2018-2020

**Percent of Households by Effective Buying Income Groups—2020 <sup>1</sup>**

	<b>Less Than \$25,000</b>	<b>\$25,000 \$49,999</b>	<b>\$50,000 \$99,999</b>	<b>\$100,000- \$149,999</b>	<b>\$150,000 or more</b>
Weld County	16.17%	24.49%	40.61%	12.52%	6.20%
State of Colorado	15.57	24.20	36.17	14.08	9.98
United States	20.24	25.61	34.10	11.57	8.47

<sup>1</sup> May not total 100% due to rounding. Calculated as of January 1, 2020.

Source: Environics Analytics, *Spotlight Claritas Reports*, 2020

**Per Capita Personal Income**

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Weld County	\$43,925	\$43,745	\$44,479	\$48,035	\$50,198
State of Colorado	52,254	52,475	55,604	58,896	61,157
United States	49,019	50,015	52,118	54,606	56,490

Source: United States Department of Commerce, Bureau of Economic Analysis

**Building Permit Activity**

Set forth hereafter is a five-year history of building permit activity in the City and the County.

**Building Permit Activity in the City <sup>1</sup>**

Year	Single Family		Multi Family		Commercial/Industrial	
	Permits	Value	Permits	Value	Permits	Value
2016	244	\$45,308,198	139	\$43,402,782	23	\$ 46,620,945
2017	111	27,142,816	72	42,009,358	26	136,394,237
2018	338	79,816,404	73	33,169,389	25	50,891,824
2019	170	42,927,644	47	90,911,971	52	49,477,556
2020	66	16,953,102	47	22,901,751	17	10,467,742
2021 <sup>2</sup>	21	6,777,213	57	23,066,451	3	1,215,478

<sup>1</sup> Includes all permits for additions, remodels, and miscellaneous as well as new construction.

<sup>2</sup> Permits filed through August 30, 2021. *[Update closer to posting]*

Source: City of Greeley, Building Inspection Division

**History of Building Activity  
in Unincorporated Weld County**

Year	Total Permits	Total Valuation
2016	1,074	\$ 83,664,888
2017	1,135	118,065,225
2018	1,257	126,123,744
2019	1,226	225,096,382
2020	2,265	232,718,981
2021 <sup>1</sup>	1,694	222,916,093

<sup>1</sup> Permits issued through September 31, 2021. *[Update closer to posting]*

Source: Weld County Building Department



### Foreclosure Activity

Foreclosure actions are commenced when a default on a deed of trust has occurred, usually when buyers fail to make timely payments in accordance with a promissory note. Set forth below is a history of the number of foreclosure actions filed by the County Public Trustee's Office over the past five years.

#### History of Foreclosures

Year	Number of Foreclosures Filed	Percent Change
2016	411	--
2017	362	(11.92)%
2018	375	3.59
2019	334	(10.93)
2020 <sup>1</sup>	116	(65.27)
2021 <sup>1,2</sup>	45	--

<sup>1</sup> The decrease in the number of foreclosures filed in 2020 was the result of the State imposed restrictions in place regarding foreclosures. See "THE CITY—COVID-19."

<sup>2</sup> Foreclosures filed through November 3, 2021. [*Update closer to posting*]

Sources: Weld County Public Trustee's Office

### Retail Sales

The retail trade sector employs a large portion of the County's work force and is important to the area's economy. The following table sets forth retail sales figures for the City, the County and the State as reported by the State.

#### Retail Sales (in thousands)

Year	Greeley	Percent Change	Weld County	City as a Percent of County	State of Colorado
2016	\$4,112,431	--	\$ 9,875,734	--	\$4,112,431
2017	4,099,125	(0.32)%	11,113,079	12.53%	4,099,125
2018	4,100,665	0.04	12,167,650	9.49	4,100,665
2019	5,067,548	23.58	13,251,205	8.91	5,067,548
2020	4,757,700	(6.11)	13,198,755	(0.40)	4,757,700
2021 <sup>1</sup>	3,151,372	--	9,027,249	--	167,119,299

<sup>1</sup> Retail sales through August 31, 2021. [*Update closer to posting*]

Source: State of Colorado, Department of Revenue, Sales Tax Statistics, 2016-2021

## Employment

The following tables set forth employment statistics by industry for the County and the most recent historical labor force estimates for the County and the State.

### Total Business Establishments and Employment—Weld County

Industry <sup>1</sup>	1 <sup>st</sup> Quarter 2020		1 <sup>st</sup> Quarter 2021		Quarterly Change	
	Units	Average Employment	Units	Average Employment	Units	Average Employment
Agriculture, Forestry, Fishing and Hunting	231	4,070	228	3,969	(3)	(101)
Mining	275	7,995	266	4,649	(9)	(3,346)
Utilities	31	431	33	461	2	30
Construction	1,117	12,132	1,174	10,242	57	(1,890)
Manufacturing	354	14,318	363	13,461	9	(857)
Wholesale Trade	524	4,440	519	4,225	(5)	(215)
Retail Trade	669	10,637	661	10,691	(8)	54
Transportation and Warehousing	410	3,897	427	3,416	17	(481)
Information	102	627	109	501	7	(126)
Finance and Insurance	363	2,841	389	2,836	26	(5)
Real Estate, Rental and Leasing	379	1,460	407	1,299	28	(161)
Professional and Technical Services	945	3,426	1,018	3,418	73	(8)
Management of Companies and Enterprises	103	1,979	109	1,858	6	(121)
Administrative and Waste Services	492	5,676	510	5,427	18	(249)
Educational Services	86	814	94	781	8	(33)
Health Care and Social Assistance	694	9,808	781	9,907	87	99
Arts, Entertainment and Recreation	96	729	103	747	7	18
Accommodation and Food Services	488	8,656	483	7,637	(5)	(1,019)
Other Services	606	2,793	595	2,630	(11)	(163)
Non-classifiable <sup>2</sup>	--	--	--	--	--	--
Government	153	16,604	154	15,785	1	(819)
Total	<u>8,120</u>	<u>113,335</u>	<u>8,425</u>	<u>103,946</u>	<u>305</u>	<u>(9,389)</u>

<sup>1</sup> Information provided herein reflects only those employers who are subject to State unemployment insurance law.

<sup>2</sup> Information suppressed due to confidentiality as set forth in State Law.

Source: Colorado Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW)

### Labor Force Estimates

Year	Weld County		Colorado	
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed
2016	149,828	3.4%	2,891,677	3.3%
2017	157,550	2.7	2,986,522	2.8
2018	165,053	2.9	3,080,661	3.2
2019	170,001	2.5	3,148,766	2.8
2020 <sup>1</sup>	166,666	7.0	3,122,237	7.3
2021 <sup>1,2</sup>	168,148	6.5	3,181,227	6.2

<sup>1</sup> As a result of the COVID-19 pandemic and the federal government induced quarantine, unemployment numbers increased exponentially since reported in April 2020. See "THE CITY—COVID-19."

<sup>2</sup> Labor force averages estimated through August 31, 2018. [Update closer to posting]

Source: State of Colorado, Division of Employment and Training

The following table sets forth selected major employers in the County. No independent investigation has been made of and no representation is made herein as to the stability or financial condition of the listed entities, or the likelihood that they will maintain their status as major employers in the area.

**Selected Major Employers in Weld County <sup>1</sup>**

<b>Firm</b>	<b>Product or Service</b>	<b>Estimated Number of Employees</b>
JBS Swift Beef Company	Meat Processing and Transportation	6,000
Banner Health (NCCMC)	Regional Hospital	3,710
Vestas	Wind Turbine & Blade Manufacturer	2,890
Weld County School District RE-6	Education	2,860
Weld County	County Government	1,783
University of Northern Colorado	Higher Education	1,530
State Farm Insurance Companies	Insurance Operations	1,200
UC Health	Healthcare	1,030
Greeley (City of)	Municipal Government	905
Halliburton Energy Services Inc.	Oil and Gas Exploration	700

<sup>1</sup> Most recent information available.  
Source: Weld County 2020 audited financial statements

**Education**

Educational facilities are provided for students in the City primarily by Greeley School District 6 which operates 11 traditional elementary schools (K-5), five K-8 schools, four middle schools, one alternative middle school, three traditional high schools, two alternative high schools, one high school of innovation and five charter schools. For fiscal year 2020-2021, student enrollment for Greeley School District No. 6 was 21,883, and the Greeley School District employed approximately [1,609]. Weld County School District No. Re-2 (Eaton), No. Re-4 (Windsor), and No. Re-5J (Johnstown) are also partially located within the City’s boundaries. In addition, several private schools have educational facilities in the City. Higher education facilities in the City include the University of Northern Colorado and Aims Community College. The following table sets forth enrollment information for Greeley School District No. 6, the primary school district serving the City.

**History of School Enrollment  
Greeley School District No. 6**

<b>Fiscal Year</b>	<b>Student Enrollment</b>	<b>Percent Change</b>
2017/2018	22,325	1.71%
2018/2019	22,503	0.80
2019/2020	22,467	(0.16)
2020/2021	21,883	(2.60)
2021/2022		

Source: Colorado Department of Education

**Transportation**

Major roadways serving Weld County and the Greeley area include U.S. (Bypass) Highways 85 and 34. Roads 257, 60, 52 and 14 provide access to outlying areas of Greeley. Burlington Northern Railroad and Union Pacific Railroad provide freight rail service through Weld County. General aviation

airports include the Greeley/Weld County Airport, the Erie Airport and the Fort Collins/Loveland Airport. Denver International Airport is located in unincorporated Adams County, approximately 58 miles from Greeley. Greeley-Evans transit provides fixed-route service in Greeley, Evans and Garden City, as well as origin-to-destination paratransit and after-hours service.

### **Agriculture**

Weld County is largely an agricultural county. This focus is reflected in the agricultural nature of many of the County's manufacturing and retail trade businesses. According to the Weld County Department of Planning Services, Weld County is Colorado's leading producer of beef cattle, grain, sugar beets and dairy, and is the top Colorado county for value of agricultural products sold.

### **Oil and Gas**

According to the 2021 Economic Forecast, Larimer and Weld counties comprise the diverse economies of the northern region. Larimer County's economy continues to perform above most regions in the state, supported by population growth, while Weld County's economic activity is driven largely by the oil and gas and agricultural industries. Colorado's energy industry faced significant headwinds in 2020 resulting from low oil prices and reduced global demand for oil and gas, which threatened both the private sector through industry income and the public sector through property, severance, and sales taxes. The price of oil and gas has been on the rise in recent months, as positive economic news has increased economic growth expectations in the medium term. After declining for most of 2020 and into 2021, oil and gas production in the region increased by 10% in March 2021 compared to the previous month, but remained significantly below pre-recession levels. The region's labor market has historically been one of the tightest in the State, but will likely remain subdued until oil and gas production recovers more fully.

Oil production in the northern region, particularly in Weld County, has dominated statewide production for over a decade. Oil and gas production has largely been in decline since the end of 2019, as a result of the collapse in demand for oil and gas and significant declines in prices. Year-to-date through March, oil production remains 28.9% below 2020 levels, and natural gas production remains 12.2% below 2020 levels. However, monthly production of both oil and gas in the northern region jumped by about 10% in March 2021, the most recent data available. After remaining around \$40 per barrel for much of the latter half of 2020, oil prices began rising in December and have been hovering around \$70 per barrel during June and July 2021. Prices are expected to remain around \$66 per barrel for the remainder of 2021, based on estimates from the U.S. Energy Information Administration. Increased demand for oil and gas in the near- and midterm, alongside rising prices, is expected to spur additional production.

Only a small portion of the oil and gas exploration and production activity in Weld County occurs within the City limits of the City. Because the City is the largest city in Weld County, rail and highway infrastructure in the City is used in the marketing and distribution of a significant part of the resources produced in the County and the economy of the City is impacted by oil and gas exploration and production activity in the County. However, because of its relatively diverse local economy, the City has historically experienced mostly secondary effects from fluctuations in oil and gas prices, with its economy and employment typically reflecting general economic conditions more than those occurring in any single industry.

No assurance is given that the present oil and gas prices and production levels of oil and gas properties in the region will continue.

### Utilities

Xcel Energy provides electricity to customers in the City and parts of Weld County; United Power, Inc. provides electricity to southern Weld County, and western and northern Weld County customers are provided electricity by Poudre Rural Electric Association, Inc. Natural gas is provided to Weld County customers and City customers by both Atmos Energy and Xcel Energy. Qwest Communications International Inc. is the major provider of local telephone service to County and City customers. **[Please confirm]**

## APPENDIX E

### PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Undertaking (the “Continuing Disclosure Undertaking” or the “Undertaking”) is executed and delivered by the City of Greeley, Colorado, acting by and through its Stormwater Enterprise (the “City”), in connection with the issuance by the City of \$\_\_\_\_\_ \* aggregate principal amount of First-Lien Stormwater System Improvement Revenue Bonds, Series 2022 (the “Series 2022 Bonds”). The Series 2022 Bonds are being issued under City Ordinances No. 10, 2015 and No. \_\_\_\_\_ (collectively, the “Ordinance”) adopted by the City Council (the “Council”), supplemented, as to certain details of the Series 2022 Bonds, by a Final Terms Certificate executed by the City’s Director of Finance (the “Final Terms Certificate” and, collectively with the Ordinances, the “Bond Ordinance”). The City covenants and agrees as follows:

**Section 1. Purpose of this Undertaking.** This Undertaking is being executed and delivered by the City for the benefit of the owners, both registered and beneficial, of the Series 2022 Bonds, in consideration of the purchase of the Series 2022 Bonds by the original purchasers thereof.

**Section 2. Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Bond Ordinance. The terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires.

“*Annual Financial Information*” means the financial information and operating data described in Exhibit I.

“*Annual Financial Information Disclosure*” means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4 hereof.

“*Audited Financial Statements*” means the audited consolidated financial statements of the City, prepared pursuant to the standards and as described in Exhibit I.

“*Commission*” means the Securities and Exchange Commission.

“*Dissemination Agent*” means, initially the City, or any successor agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent’s successors and assigns.

“*EMMA*” means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Material Event*” means the occurrence of any of the events with respect to the Series 2022 Bonds set forth in Exhibit II.

“*Material Events Disclosure*” means dissemination of a notice of a Material Event as set forth in Section 6.

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\* Preliminary; subject to change.

“MSRB” means the Municipal Securities Rulemaking Board.

“Participating Underwriter” means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Series 2022 Bonds.

“Prescribed Form” means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Material Events with the MSRB at [www.emma.msrb.org](http://www.emma.msrb.org) (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“Rule” means Rule 15c-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“State” means the State of Colorado.

**Section 3. Final Official Statement.** The final Official Statement (the “Final Official Statement”) relating to the Series 2022 Bonds is dated February \_\_, 2022.

**Section 4. Annual Financial Information Disclosure.** Subject to Section 9 of this Undertaking, the City hereby covenants that it will disseminate the Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth below and in Exhibit I) by the City’s delivery of such Annual Financial Information and Audited Financial Statements to the MSRB within 270 days of the completion date of the City’s fiscal year.

The City is required to deliver such information in Prescribed Form and by such time so that the MSRB receives the information by the dates specified.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

**Section 5. Material Events Disclosure.** Subject to Section 9 of this Undertaking, the City hereby covenants that it will disseminate in a timely manner, not in excess of 10 Business Days after the occurrence of the event, Material Events Disclosure to the MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series 2022 Bonds or defeasance of any Series 2022 Bonds need not be given under this Undertaking any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Series 2022 Bonds pursuant to the Bond Ordinance.

**Section 6. Duty to Update EMMA/MSRB.** The City shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB’s e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

**Section 7. Consequences of Failure of the City to Provide Information.** The City shall give notice in a timely manner, not in excess of 10 Business Days after the occurrence of the event, to the MSRB

in Prescribed Form of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the owner of any Series 2022 Bond may seek specific performance by court order to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an Event of Default under the Bond Ordinance or any other agreement, and the sole remedy under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

**Section 8. Amendments; Waiver.** Notwithstanding any other provision of this Undertaking, the City may amend this Undertaking, and any provision of this Undertaking may be waived, if:

(i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City or type of business conducted;

(ii) This Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment or waiver does not materially impair the interests of the owners of the Series 2022 Bonds, as determined either by parties unaffiliated with the City (such as the Paying Agent) or by an approving vote of the owners of the Series 2022 Bonds holding a majority of the aggregate principal amount of the Series 2022 Bonds (excluding Series 2022 Bonds held by or on behalf of the City or its affiliates) at the time of the amendment, pursuant to the terms of the Bond Ordinance; or

(iv) The amendment or waiver is otherwise permitted by the Rule.

**Section 9. Termination of Undertaking.** The Undertaking of the City shall be terminated hereunder when the City shall no longer have any legal liability under the terms of the Bond Ordinance pursuant to the terms of the Bond Ordinance for any obligation on or relating to the repayment of the Series 2022 Bonds. The City shall give notice to the MSRB in a timely manner and in Prescribed Form if this Section is applicable.

**Section 10. Dissemination Agent.** The Dissemination Agent shall transmit all information delivered to it by the City hereunder to the MSRB as provided in this Undertaking. The City may, from time to time, appoint or engage a substitute Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

**Section 11. Additional Information.** Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Material Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Undertaking, the City shall not have any obligation under this Undertaking to update such information or include it in any future disclosure or notice of the occurrence of a Material Event.



**Section 12. Beneficiaries.** This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the owners of the Series 2022 Bonds, and shall create no rights in any other person or entity.

**Section 13. Recordkeeping.** The City shall maintain records of all Annual Financial Information Disclosure and Material Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

**Section 14. Assignment.** The City shall not transfer its obligations under the Bond Ordinance unless the transferee agrees to assume all obligations of the City under this Undertaking or to execute a continuing disclosure agreement under the Rule.

**Section 15. Governing Law.** This Undertaking shall be governed by the laws of the State.

Date: February \_\_, 2022

CITY OF GREELEY, COLORADO

By \_\_\_\_\_  
Finance Director

## EXHIBIT I

### ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

“*Annual Financial Information*” means statistical and tabular material of the type contained in the Final Official Statement pertaining to the Series 2022 Bonds provided in Tables [IV, V, VI and VII].

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to the MSRB or filed with the Commission, and such information need not be provided in the exact format as shown in the Final Official Statement. The City shall clearly identify each such item of information included by reference.

Annual Financial Information will be provided to the MSRB within 270 days after the last day of the City’s fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, and Audited Financial Statements will be provided to the MSRB within 10 Business Days after availability to the City.

Audited Financial Statements will be prepared in accordance with generally accepted accounting principles in the United States as in effect from time to time.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Undertaking, including for this purpose a change made to the fiscal year end of the City, the City will disseminate a notice to the MSRB of such change in Prescribed Form as required by such Section 4.

**EXHIBIT II****EVENTS WITH RESPECT TO THE SERIES 2022 BONDS FOR WHICH MATERIAL EVENTS DISCLOSURE IS REQUIRED**

1. Principal and interest payment delinquencies
2. Nonpayment-related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the City\*
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material
15. Incurrence of a Financial Obligation<sup>1</sup> of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the City, any of which reflect financial difficulties

\* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

<sup>1</sup> "Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into, in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

## APPENDIX F

### INFORMATION RELATED TO BOOK-ENTRY-ONLY SYSTEM

*The information in this Appendix concerning The Depository Trust Company (“DTC”) and DTC’s book entry-only system has been obtained from DTC, and the City and the Underwriter take no responsibility for the accuracy thereof.*

DTC will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond certificate will be issued for the Series 2022 Bonds, as set forth on the cover page hereof, in the aggregate principal amount of each maturity of the Series 2022 Bonds and deposited with DTC.

DTC, the world’s largest securities depository, is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation, (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others both as U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: “AAA.” The rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of the Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2022 Certificate (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2022 Bonds, except in the event that use of the book entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants remain responsible for keeping accounts of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2022 Certificate documents. For example, Beneficial Owners of the Series 2022 Bonds may wish to ascertain that the nominee holding the Series 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 Bonds within the issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2022 Bonds unless authorized by a Direct Participant on accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2022 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners are governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other name as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

# Council Agenda Summary

December 7, 2021

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

**Title:**

Consideration of a Resolution concerning the proposed City of Greeley, Colorado, Water Revenue Bonds, Series 2022; authorizing the receipt of competitive bids for the Series 2022 Bonds, including the use of an electronic bidding system therefor; and prescribing certain details concerning such public sale of the Series 2022 Bonds

**Summary:**

The resolution for City Council consideration is necessary to authorize and approve the issuance of water revenue bonds, Series 2022, in an aggregate principal amount not to exceed \$77,500,000, bearing interest at the rates and maturing on the dates in the amounts to be set forth in the final terms certificate, and on the terms and conditions provided in the bond ordinance. The issuance will allow the refunding of the City's outstanding Series 2012 Bonds and the defrayment in whole or in part, the cost of additions and improvements to the System. A portion of the net proceeds of the Series 2022 Bonds are to be used to reimburse the City for various previously paid costs and for future costs associated with the construction of various improvements and additions to the System, which generally include the following, the Terry Ranch Water Project; the installation of advanced metering infrastructure to improve meter accuracy and customer communication; the purchase of blocks of water rights to meet the City's future water demand; the replacement and expansion of distribution and transmission lines; and investments in the non-potable system.

These projects will need to be partially funded through bond revenues. The resolution states that the City of Greeley authorizes and approves the issuance of the Series 2022 Water Revenue bonds, recognizing that the issuance of these bonds will impact the Water Fund's debt service payments and the rates required to support those payments. The Water and Sewer Board approved the issuance at their November 17, 2021 meeting.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Bond Issuance of \$77.5 Million
What is the annual impact?	Debt Service Estimate \$3.4-5.0 Million
What fund of the City will provide Funding?	Water Construction, Water Capital Replacement, Water Acquisition
What is the source of revenue within the fund?	Rates & Fees
Is there grant funding for this item?	Not Applicable
If yes, does this grant require a match?	Not Applicable

**Legal Issues:**

None. Kutak Rock LLP is serving as bond counsel. Consideration of this matter is a legislative process.

**Other Issues and Considerations:**

The bonds are expected to be marketed mid-February for closing on the sale of the bonds February 24.

**Applicable Council Priority and Goal:**

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

*Public Facilities and Equipment:* Provide a framework of public services, facilities, and equipment that support a safe, pleasing and successful community.

**Decision Options:**

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

**Council's Recommended Action:**

A motion to adopt the Resolution.

**Attachments:**

Draft Resolution

**CITY OF GREELEY, COLORADO  
RESOLUTION NO. \_\_\_, 2022**

**A RESOLUTION CONCERNING THE PROPOSED CITY OF GREELEY, COLORADO,  
WATER REVENUE BONDS, SERIES 2022; AUTHORIZING THE RECEIPT OF  
COMPETITIVE BIDS FOR THE SERIES 2022 BONDS, INCLUDING THE USE OF AN  
ELECTRONIC BIDDING SYSTEM THEREFOR; AND PRESCRIBING CERTAIN  
DETAILS CONCERNING SUCH PUBLIC SALE OF THE SERIES 2022 BONDS**

WHEREAS, the City Council (the "Council") of the City of Greeley, Colorado (the "City") has determined, and hereby determines, that it is advantageous and favorable to the City that the City's Water Revenue Bonds, Series 2022 (the "Series 2022 Bonds") be sold and issued for the purpose of defraying, in whole or in part, the cost of additions and improvements to the municipal water system of the City (the "System") operated by its Water Enterprise (the "Enterprise"); and

WHEREAS, pursuant to Section 5-23(c) of the Charter of the City (the "Charter"), the Series 2022 Bonds are to be sold based upon competitive bids to be received by the City, upon due notice as herein provided;

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

**Section 1.** The Series 2022 Bonds shall be sold based upon competitive bids to be received by the City on or about [February 15, 2022]; provided, however, that the Council hereby delegates to the Director of Finance, ex-officio City Treasurer of the City or his deputy (the "Director of Finance") the authority to change the date or time of the public sale of the Series 2022 Bonds to a later date or time (but not later than 180 days after final passage of the ordinance authorizing the Series 2022 Bonds (the "Bond Ordinance")), if the Director of Finance determines that such delay of the sale will maximize the likelihood of marketing the Series 2022 Bonds when market conditions are relatively favorable, or that it is necessary or desirable to provide additional time to finalize information or documentation relating to the Series 2022 Bonds. If there is such a change in sale date or time, appropriate changes may be made to the sale notice forms set forth herein (or such changes may be posted electronically as described in such sale notice forms); and corresponding changes may also be made in dated dates of the Series 2022 Bonds and other documents and instruments referred to herein. Bids for the Series 2022 Bonds must be submitted electronically by means of the i-Deal Parity system ("Parity"), in the manner described below. No other method of submitting bids will be accepted. The Director of Finance and the City Clerk of the City are hereby authorized and directed to cause to be published in the Greeley Daily Tribune, a newspaper published and of general circulation in the City, at least once at least five days prior to the date of receiving bids, a notice of bond sale in substantially the following form, with such completions and changes, including any changes, not inconsistent with the Bond Ordinance, to the amount, maturities and other details of the Series 2022 Bonds shown in such Notice as may be approved by the Director of Finance as further provided in Section 5 hereof:



(Condensed Form of Notice of Bond Sale for Publication)

NOTICE OF BOND SALE  
CITY OF GREELEY, COLORADO  
WATER REVENUE BONDS  
SERIES 2022—\$ \_\_\_\_\_

PUBLIC NOTICE IS HEREBY GIVEN that the City of Greeley, Colorado (the “City”) will on [Tuesday, February 15, 2022], at the hour of 9:30 a.m., Greeley time, receive competitive bids for the purchase of the “City of Greeley, Colorado, Water Revenue Bonds, Series 2022” (the “Series 2022 Bonds”) in the aggregate principal amount of \$ \_\_\_\_\_\* (subject to possible adjustment as provided in the below-described Official Notice), by means of the i-Deal Parity electronic bidding system (“Parity”). The date and time of the sale may be changed at the discretion of the City, and the City also reserves the right to make other changes to the provisions of this notice (and the below-described Official Notice) prior to the date and time of the sale. Any such changes may be posted through Parity; prospective bidders are advised to check for such Parity postings prior to the stated sale time. Bids must be submitted via Parity by the date and hour specified above (or other date and time specified through Parity).

This publication is a condensation of the City’s Official Notice of Sale (the “Official Notice”), authorized by the City Council of the City on January \_\_, 2022, and the information contained herein is subject in all respects to the Official Notice. The Official Notice, the Preliminary Official Statement relating to the Series 2022 Bonds (the “Preliminary Official Statement”), and other information concerning the City and the Series 2022 Bonds may be obtained from John Karner, Director of Finance, ex-officio City Treasurer, City Hall, 1000 10th Street, Greeley, Colorado 80631 (telephone: (970) 350-9732; facsimile: (970)-350-9328; e-mail: john.karner@greeleygov.com), or from the City’s Financial Advisor, Hilltop Securities, Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 500, Denver, Colorado 80237, (telephone: (303) 771-0217; e-mail: Jason.Simmons@hilltopsecurities.com). Reference is made to the Preliminary Official Statement for information as to the authorization and purpose of the Series 2022 Bonds; security for the Series 2022 Bonds; the book-entry system, transfer, exchange and place of payment of the Series 2022 Bonds; the City’s continuing disclosure undertaking and other information relating to the Series 2022 Bonds and the City. Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

The Series 2022 Bonds will be dated the date of their delivery and will be issued as fully registered bonds, in denominations of \$5,000 and integral multiples thereof, by means of a book-entry system with no physical distribution of bond certificates to the public. Interest on the Series 2022 Bonds will be payable on February 1 and August 1 of each year commencing on August 1, 2022. The Series 2022 Bonds will mature on August 1 in the years and in the amounts of principal designated below:

<b>Maturity Date</b>	<b>Principal Amount<sup>1</sup></b>
August 1, 2022	\$
August 1, 2023	
August 1, 2024	
August 1, 2025	
August 1, 2026	
August 1, 2027	
August 1, 2028	
August 1, 2029	
August 1, 2030	
August 1, 2031	
August 1, 2032	
August 1, 2033	
August 1, 2034	
August 1, 2035	
August 1, 2036	
August 1, 2037	
August 1, 2038	
August 1, 2039	
August 1, 2040	

<sup>1</sup> Subject to adjustment as provided below.

The aggregate principal amount of the Series 2022 Bonds, the principal amount of each maturity of the Series 2022 Bonds set forth above, and any premium specified in the winning bid are subject to adjustment by the City after determination of the winning bid, all as provided in the Official Notice. Any such adjustment will not change the interest rates specified by the successful bidder. The successful bidder may not withdraw its bid as a result of any such adjustment in principal amount of the Series 2022 Bonds.

A bidder has the option to specify that the Series 2022 Bonds maturing on and after [August 1, 20\_\_] be included in [one or two (but not more than two)] term maturities, subject to certain conditions and limitations provided in the Official Notice.

The Series 2022 Bonds maturing on and after August 1, 20\_\_ are subject to prior redemption at the option of the City, in whole or in part, on August 1, 20\_\_ or at any time thereafter (if in part, in integral multiples of \$5,000, from any maturity or maturities or portions thereof as selected by the City and by lot within a maturity in such manner as the Registrar, initially the City, shall determine), at a redemption price equal to the principal amounts so redeemed plus accrued interest thereon to the redemption date, without redemption premium.

Any bidder is required to submit an unconditional bid specifying the interest rates and premium, if any, at which the bidder will purchase all of the Series 2022 Bonds. It is not permissible to bid a discount on the sale of the Series 2022 Bonds from the City to the initial purchaser (however, original issue discount is not precluded so long as the total purchase price paid by the initial purchaser to the City is at least equal to the principal amount of the Series 2022

Bonds). Reference is made to the Official Notice for information as to other limitations on the interest rates that may be bid for the Series 2022 Bonds.

Each bid must be submitted through Parity and the City reserves the right to disregard any bid in any other form. Electronic bids via Parity must be submitted in accordance with Parity’s Rules of Participation, as well as the provisions of the Official Notice of Sale. The apparent successful bidder must confirm its bid by signed fax promptly upon instruction by the City. The good faith deposit of the successful bidder must be received by the City by certified check or wire transfer not later than 2:00 p.m., Greeley time, on the next business day following the award, and will be applied (without any interest accruing to the successful bidder) to the purchase price of the Series 2022 Bonds. In the event the successful bidder fails to honor its accepted bid, its good faith deposit and any interest accrued thereon will be retained by the City. Reference is made to the Official Notice for further information, conditions and requirements relating to Parity, bid limitations, basis of award, and good faith deposit.

The City reserves the right (a) to reject any and all bids for the Series 2022 Bonds, (b) to reoffer the Series 2022 Bonds for sale, and (c) to waive any irregularity or informality in any bid. The award of the Series 2022 Bonds will be subject to final passage, effectiveness and expiration of the referendum period with respect to the ordinance authorizing the Series 2022 Bonds and favorable action of the City’s Water and Sewer Board.

The successful bidder will be required to make payment of the balance due for the Series 2022 Bonds, in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City, at a bank or trust company designated by the City’s Director of Finance. The Series 2022 Bonds will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

The validity and enforceability of the Series 2022 Bonds will be approved by Kutak Rock LLP, whose opinion, together with a transcript of legal proceedings, will be furnished to the initial purchaser without charge.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO dated this February \_\_, 2022.

By /s/ \_\_\_\_\_  
Mayor, City of Greeley, Colorado

(End of Condensed Form of Notice of Bond Sale for Publication)

**Section 2.** The Official Notice of Bond Sale shall be in substantially the following form, with such completions and changes, as may be approved by the Director of Finance, as further provided in Section 5 hereof:

(Form of Official Notice of Bond Sale)

OFFICIAL NOTICE OF SALE  
CITY OF GREELEY, COLORADO  
WATER REVENUE BONDS  
SERIES 2022—\$\_\_\_\_\_\*

PUBLIC NOTICE IS HEREBY GIVEN that the City of Greeley, Colorado (the “City”) will on [Tuesday, February 15, 2022], at the hour of 9:30 a.m., Greeley time, receive competitive bids for the purchase of the Series 2022 Bonds more particularly described below by means of the i-Deal Parity electronic bidding system (“Parity”). No other method of submitting bids will be accepted. The use of Parity shall be at the bidder’s risk and expense, and neither the City, its Financial Advisor nor Bond Counsel shall have any liability with respect thereto. Electronic bids via Parity must be submitted in accordance with Parity’s Rules of Participation, as well as the provisions of this Official Notice of Sale. To the extent that provisions of this Official Notice of Sale conflict with Parity’s Rules of Participation or any instruction or directions set forth by Parity, the provisions of this Official Notice of Sale shall control.

The date and time of the sale may be changed at the discretion of the City, and the City also reserves the right to make other changes to the provisions of this Official Notice prior to the date and time of the sale; any such changes may be posted through Parity. Prospective bidders are advised to check for such Parity postings prior to the stated sale time. Bids must be submitted via Parity by the date and hour specified above (or other date and time specified through Parity) as specified in “Bid Proposal” and “Parity” below.

**Issue**

The Series 2022 Bonds to be sold are the “City of Greeley, Colorado, Water Revenue Bonds, Series 2022” (the “Series 2022 Bonds”) in the aggregate principal amount of \$\_\_\_\_\_.<sup>\*</sup> The Series 2022 Bonds will be dated the date of their delivery and will be issued as fully registered bonds, in denominations of \$5,000 and integral multiples thereof, by means of a book entry system with no physical distribution of bond certificates to the public.

**Information Available From  
Preliminary Official Statement**

This Official Notice of Sale is not to be treated as a complete disclosure of all relevant information with respect to the Series 2022 Bonds. The information set forth herein is subject to the more complete information as to the Series 2022 Bonds and the City set forth in the Preliminary Official Statement (the “Preliminary Official Statement”), and reference is made to the Preliminary Official Statement for information as to the authorization and purpose of the Series 2022 Bonds; security for the Series 2022 Bonds; outstanding parity obligations; the City’s rights to issue additional obligations in the future on a parity with or subordinate to the Series 2022 Bonds; the

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\* Subject to possible adjustment as described below under the caption “Maturities; Possible Principal Adjustment.”

book-entry system, transfer, exchange and place of payment of the Series 2022 Bonds; the City’s continuing disclosure undertaking and other information relating to the Series 2022 Bonds and the City.

**Maturities; Possible Principal Adjustment**

The Series 2022 Bonds will mature on August 1 in the years and in the amounts of Series 2022 principal as designated below:

<b>Maturity Date</b>	<b>Principal Amount<sup>1</sup></b>
August 1, 2022	\$
August 1, 2023	
August 1, 2024	
August 1, 2025	
August 1, 2026	
August 1, 2027	
August 1, 2028	
August 1, 2029	
August 1, 2030	
August 1, 2031	
August 1, 2032	
August 1, 2033	
August 1, 2034	
August 1, 2035	
August 1, 2036	
August 1, 2037	
August 1, 2038	
August 1, 2039	
August 1, 2040	

<sup>1</sup> Subject to adjustment as provided below.

The aggregate principal amount of the Series 2022 Bonds and the principal amount of each maturity of the Series 2022 Bonds set forth above are subject to adjustment by the City after determination of the winning bid, to the extent the City deems appropriate in order to generate proceeds consistent with the purpose for which the Series 2022 Bonds are being issued (which may reflect reductions in the issue size to compensate for the premium specified in the winning bid). Any such principal adjustment will be communicated to the successful bidder by the time of award of the Series 2022 Bonds, and will not reduce or increase the aggregate principal amount of Series 2022 Bonds by more than 20% from the total principal amount shown above. The price bid (i.e., par plus any premium bid) by a successful bidder may be changed as described below, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits. The price bid will be changed so that the percentage net compensation to the successful bidder (i.e., the percentage resulting from dividing (a) the aggregate difference between the offering price of the Series 2022 Bonds to the public and the price to be paid by the bidder to purchase the Series

2022 Bonds, by (b) the principal amount of the Series 2022 Bonds) does not increase or decrease from what it would have been if no adjustment were made to the principal amounts shown in the maturity schedule set forth above.

Bidders may specify that certain Series 2022 Bonds be included in [one or two (but not more than two)] term maturities as described in “Prior Redemption—Mandatory Sinking Fund Redemption” below.

### **Prior Redemption**

(a) ***Optional Redemption.*** The Series 2022 Bonds maturing on and after August 1, 20\_\_ are subject to redemption prior to their respective maturities at the option of the City, in whole or in part, on August 1, 20\_\_ or at any time thereafter (if in part, in integral multiples of \$5,000, from any maturity or maturities or portions thereof as selected by the City and by lot within a maturity in such manner as the Registrar, initially the City, shall determine, giving proportionate weight, if necessary, to Series 2022 Bonds in denominations larger than \$5,000), at a redemption price equal to the principal amount so redeemed plus accrued interest thereon to the redemption date, without redemption premium.

(b) ***Mandatory Sinking Fund Redemption.*** A bidder has the option to specify that Series 2022 Bonds maturing on and after August 1, 20\_\_ be included in [one or two (but not more than two)] term maturities. Amounts included in a single term maturity must consist of two or more consecutive maturities identified in the serial maturity schedule set forth above, must bear the same rate of interest and must include the entire principal amount for any serial maturity included in the term maturity (i.e., the principal amount maturing in any year may not be divided between a serial maturity and a mandatory sinking fund redemption or between two or more mandatory sinking fund redemptions). Any such Series 2022 term Bonds will be subject to mandatory sinking fund redemption in installments in the same amounts and on the same dates as the Series 2022 Bonds would have matured if they were not included in a term maturity. Series 2022 Bonds redeemed pursuant to the mandatory sinking fund redemption provisions will be redeemed at a redemption price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed plus accrued interest to the redemption date in the manner and as otherwise provided in the ordinance authorizing the Series 2022 Bonds (the “Bond Ordinance”). Any election to designate Series 2022 Bonds included in a term maturity must be made via Parity (see “Bid Proposal” below).

### **Interest Rates and Limitations**

Interest shall be payable on February 1 and August 1 of each year commencing on August 1, 2022, and will be computed on the basis of a 360-day year of twelve 30-day months. There is no limit on the number of rates specified, except that one interest rate only shall be specified for the Series 2022 Bonds of any maturity. Supplemental interest coupons will not be permitted. The rate must be stated in a multiple of 1/8th or 1/20th of 1% per annum. A zero rate of interest may not be named. The maximum differential between the lowest and the highest interest rates stated in the bid may not exceed 3.00% per annum. The maximum interest rate shall not exceed 5.00%.

**City Not to Receive Less Than Par;  
Original Issue Discount Otherwise  
Permitted**

The Series 2022 Bonds shall not be sold by the City for less than their aggregate principal amount. It is not permissible to bid a discount on the sale of the Series 2022 Bonds from the City to the initial purchaser, and no discount or commission will be allowed or paid on the sale of the Series 2022 Bonds from the City to the initial purchaser. The foregoing shall not preclude original issue discount so long as the total purchase price paid by the initial purchaser to the City is at least equal to the aggregate principal amount of the Series 2022 Bonds.

**Bid Proposal**

Any bidder is required to submit an unconditional bid specifying the interest rates and premium, if any, at which the bidder will purchase all of the Series 2022 Bonds.

Each bidder must submit its bid electronically by means of Parity, as provided below, and any bid in any other form may be disregarded.

**Parity**

All bids must be submitted electronically via Parity in accordance with Parity's Rules of Participation in addition to the requirements of this Official Notice of Sale. No other provider of bidding services and no other means of delivery (i.e., telephone, facsimile or physical delivery) will be accepted. To bid, bidders must first register with Parity. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Parity may call (212) 849-5021 for their ID number or password. In the event of a general malfunction in the electronic bidding process, bidders will be contacted to reschedule bidding. To the extent Parity's Rules of Participation or any instruction or directions set forth by Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

Bids for the Series 2022 Bonds must be electronically submitted via Parity no later than 9:30 a.m., Greeley time on [February 15, 2022] (or such later date or time as may be posted via Parity), and no bids will be received after that time. Once the bids are communicated electronically via Parity, each bid shall constitute an irrevocable offer to purchase the Series 2022 Bonds on the terms therein provided and shall be binding upon the bidder. For all purposes of the Parity electronic bidding process, the time as maintained on Parity shall constitute the official time.

By bidding for the Series 2022 Bonds, each bidder represents and warrants to the City that such bidder's bid for the purchase of the Series 2022 Bonds is submitted for and on behalf of such bidder by an officer or agent who is duly authorized to bind such bidder to a legal, valid and enforceable contract for the purchase of the Series 2022 Bonds. **Each bidder shall be solely responsible for making necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale and Parity's Rules of Participation.** Neither the City, the Financial Advisor, Bond Counsel,

nor Parity shall have any duty or obligation to provide or assure such access to any bidder, and neither the City, the Financial Advisor, Bond Counsel, nor Parity shall be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the use of Parity. The City is using Parity as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Series 2022 Bonds.

The City will notify the apparent successful bidder electronically (via Parity) as soon as possible after the City's receipt of bids, that such bidder's bid appears to be the best conforming bid received for the Series 2022 Bonds, subject to verification by the City and official action to be taken by the City's Director of Finance as described in "Time of Award" below. Promptly upon such notification, the apparent successful bidder will be required to confirm its bid by providing the City with signed documentation of its bid satisfactory to the City's Director of Finance.

### **Successful Bidder's Reoffering Prices**

At or before 12:00 noon, Greeley time, on the day of sale, the successful bidder for the Series 2022 Bonds must provide to the City's Financial Advisor, by facsimile transmission or by other means acceptable to the Financial Advisor (see "Information" below), the initial prices and yields to the public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of each maturity of the Series 2022 Bonds was sold, in an aggregate dollar amount. The information as to initial offering prices shall be based on the winning bidder's expectations as of the day of sale and not on actual facts after the day of sale. Such initial prices and yields must be confirmed by written certificate in form and substance satisfactory to the City's Bond Counsel on the date of delivery of and payment for the Series 2022 Bonds. The successful bidder for the Series 2022 Bonds must also certify to the City in writing prior to delivery of the Series 2022 Bonds that the Series 2022 Bonds were sold as fixed interest rate Bonds as described in the Final Official Statement.

### **Good Faith Deposit**

The successful bidder will be required to submit its good faith deposit in the amount of \$[200,000] to the City in the form of a cashier's check (or wire transfer as instructed by the City or its Financial Advisor) not later than 2:00 p.m., Greeley time, on the next business day following the award. The good faith deposit will be held by the City pending the delivery of the Series 2022 Bonds to secure the City against any failure of the successful bidder to comply with the terms of its bid, and in the event the successful bidder fails to honor its bid, its good faith deposit and any interest accrued thereon will be retained by the City. Upon delivery of the Series 2022 Bonds in accordance with the terms of the bid, the good faith deposit of the successful bidder will be applied to the purchase price. No interest on any good faith deposit will accrue to the purchaser or any other bidder. See also "Manner and Time of Delivery" below.

### **Sale Reservations**

The City reserves the right (a) to reject any and all bids for the Series 2022 Bonds, (b) to reoffer the Series 2022 Bonds for sale, and (c) to waive any irregularity or informality in any bid. The City also reserves the right to change the date and time of sale of the Series 2022 Bonds and to make other changes to the provisions of this Official Notice of Bond Sale prior to the date and



time of the sale. Any such changes may be announced through Parity. Except as it may be amended by such Parity communication or other means of communication to prospective bidders, this Official Notice of Bond Sale shall remain effective. If bids are not received at the time herein stated or if all bids are rejected, the City may reoffer the Series 2022 Bonds for sale at any time thereafter.

### **Basis of Award**

The Series 2022 Bonds, subject to the reservations and limitations set forth herein, will be sold to the responsible bidder making the best bid therefor. The best bid will be determined by computing the True Interest Cost of the Series 2022 Bonds (i.e., using an actuarial or TIC method) for each bid received and an award will be made (if any is made) to the responsible bidder submitting the bid which results in the lowest True Interest Cost of the Series 2022 Bonds. “True Interest Cost” of the Series 2022 Bonds as used herein means that yield which, if used to compute the present worth of all payments of principal and interest to be made on the Series 2022 Bonds from their date (assuming solely for this purpose that the Series 2022 Bonds will be dated February \_\_, 2022) to their respective maturity or mandatory sinking fund redemption dates, using the interest rates specified in the bid and the principal amounts maturing as shown in the maturity schedule set forth in “Maturities; Possible Principal Adjustment” above, produces an amount equal to the principal amount of the Series 2022 Bonds plus any premium bid. Such calculation shall be made without reference to the possible optional redemption of any of the Series 2022 Bonds prior to maturity. Such calculation shall be based on a 360-day year and a semiannual compounding interval. If two or more conforming bids have the same True Interest Cost, the first bid submitted, as determined by reference to the time stamp of Parity, shall be the winning bid.

### **Time of Award**

Bids will be received at the time specified. The City has delegated to the City’s Director of Finance the authority to determine the winning bid and to award the Series 2022 Bonds (or to reject all bids). The Director of Finance will take such action within 36 hours after the expiration of the time herein specified for opening bids. Any such award of the Series 2022 Bonds will be subject to expiration of the referendum period with respect to the Bond Ordinance.

### **Manner and Time of Delivery**

The good faith deposit of the successful bidder will be credited to the purchaser at the time of delivery of the Series 2022 Bonds (without accruing interest). If the successful bidder for the Series 2022 Bonds fails or neglects to complete the purchase of the Series 2022 Bonds when the Series 2022 Bonds are made ready and are tendered for delivery, the amount of this good faith deposit will be forfeited (as liquidated damages for noncompliance with the bid) to the City, except as hereinafter provided. In that event the City may reoffer the Series 2022 Bonds for sale. The purchaser will not be required to accept delivery of any of the Series 2022 Bonds if they are not tendered for delivery within 60 days from the date bids are received; and if the Series 2022 Bonds are not so tendered within said period of time, the good faith deposit will be returned to the purchaser upon its request (without accruing interest). The City contemplates, however, effecting delivery of the Series 2022 Bonds to the purchaser on or about February \_\_, 2022. Delivery of

any Series 2022 Bond is conditioned upon the receipt by the City of a certificate as to their issue price. See “–Establishment of Issue Price” below.

### **Payment and Place of Delivery**

The successful bidder will be required to make payment of the balance due for the Series 2022 Bonds at a bank or trust company designated by the City’s Director of Finance. Payment of the balance of the purchase price due at delivery must be made in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City. The Series 2022 Bonds will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

### **CUSIP Numbers**

CUSIP numbers will be ordered by the Financial Advisor and paid for by the City as a cost of issuance. CUSIP numbers will be printed on the Series 2022 Bonds. If a wrong number is imprinted on any Series 2022 Bond or if a number is not printed thereon, any such error or omission will not constitute cause for the successful bidder to refuse delivery of any Series 2022 Bond.

### **Official Statement**

The City has prepared the Preliminary Official Statement, which is deemed by the City to be a final official statement as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), except for the omission of certain information as permitted by the Rule. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement, as defined below. The Preliminary Official Statement is available only in electronic form by posting at [www.meritos.com](http://www.meritos.com) and at [www.i-dealprospectus.com](http://www.i-dealprospectus.com). Other information concerning the City and the Series 2022 Bonds may be obtained prior to the sale from the sources listed under “Information” below.

The City will, as soon as practicable after the award of the Series 2022 Bonds to the successful bidder, update the information contained in the Preliminary Official Statement to the date of the award, and such updated Preliminary Official Statement will constitute the “Final Official Statement” relating to the Series 2022 Bonds. The City authorizes the successful bidder to distribute the Final Official Statement in connection with the offering of the Series 2022 Bonds; provided that the successful bidder must cooperate in providing the information required to complete the Final Official Statement. The City will provide to the successful bidder not to exceed 150 copies of the Final Official Statement on or before the seventh business day following the date of the award to the successful bidder. The successful bidder may obtain additional copies of the Final Official Statement at its expense. The Final Official Statements will be delivered to the successful bidder at the offices of the Financial Advisor at the address listed below. If the successful bidder fails to pick up the Final Official Statements at the offices of the Financial Advisor, the Final Official Statements will be forwarded to the successful bidder by mail or another delivery service mutually agreed to between the successful bidder and the Financial Advisor. The City will provide a copy of the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the Municipal Securities Rulemaking Board’s (“MSRB”) Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official

Statement to the successful bidder no later than one business day prior to the Closing Date to enable the successful bidder to comply with MSRB Rule G-32.

For a period beginning on the date of the Final Official Statement and ending 25 days following the “end of the underwriting period” (as defined in the Rule), if any event concerning the affairs, properties or financial condition of the City shall occur or be discovered as a result of which it is necessary to supplement the Final Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the City shall notify the successful bidder of any such event of which the Director of Finance has actual knowledge and shall cooperate fully in preparing and furnishing, at the City’s expense, any supplement to the Final Official Statement necessary, in the reasonable opinion of the City and the successful bidder, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time.

### **Secondary Market Disclosure Undertaking**

Pursuant to the Rule, the City will undertake to provide certain ongoing disclosure, including certain annual operating data and financial information, audited financial statements and the occurrence of certain events. A form of the undertaking is set forth in the Preliminary Official Statement.

### **Transcript and Legal Opinion**

The validity and enforceability of the Series 2022 Bonds will be approved by Kutak Rock LLP, as Bond Counsel. The purchaser will receive a transcript of legal proceedings, which will include, among other documents:

- (a) a certificate executed by officials of the City, including the City Attorney, stating that there is no litigation pending against the City affecting the validity of the Series 2022 Bonds as of the date of their delivery;
- (b) a certificate executed by the Director of Finance or other authorized official of the City stating that, to the best of knowledge of such official, the Final Official Statement as of its date did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading, and that, to the best of such official’s knowledge, since the date of the Final Official Statement no event has occurred which would cause the Final Official Statement as of the date of the delivery of the Series 2022 Bonds to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading (provided that information relating to The Depository Trust Company will be excluded from such statements; and further provided that, if between the date of the public sale of the Series 2022 Bonds and the date of delivery of the Series 2022 Bonds, any event should occur or be discovered which would cause the Final Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not

misleading, the City shall notify the purchaser thereof and shall cooperate in any necessary supplement or amendment to the Final Official Statement as described above under “Official Statement”;

(c) a letter from Bond Counsel, addressed to the purchaser of the Series 2022 Bonds, to the effect that the firm has not independently verified the information contained in the Final Official Statement, but that during the course of the participation by the firm in the preparation of the Final Official Statement no information came to the attention of the firm to lead it to believe that the Final Official Statement (except the financial statements and other statistical and financial data contained in the Final Official Statement, and except information relating to The Depository Trust Company contained in the Final Official Statement, as to which such firm will make no statement) as of its date either contained an untrue statement of any material fact or omitted to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading; and

(d) the opinion of Kutak Rock LLP as to the validity, enforceability and tax-exempt status of interest on the Series 2022 Bonds, the form of which is set forth in the Preliminary Official Statement as Appendix A thereto.

#### **Establishment of Issue Price.**

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Series 2022 Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended. The issue price of the Series 2022 Bonds shall be established as follows:

(a) The winning bidder shall assist the City in establishing the issue price of the Series 2022 Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2022 Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Series 2022 Bonds may be taken on behalf of the City by the Financial Advisor and any notice or report to be provided to the City may be provided to the Financial Advisor.

(b) The City intends that the provisions of Section 1.148-1(f)(3)(i) of the Treasury Regulations (defining “competitive sale” for purposes of establishing the issue price of the Series 2022 Bonds) will apply to the initial sale of the Series 2022 Bonds (the “competitive sale requirements”) because:

- 1 the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
2. all bidders shall have an equal opportunity to bid;

3. the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

4. the City anticipates awarding the sale of the Series 2022 Bonds to the bidder who submits a firm offer to purchase the Series 2022 Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2022 Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Series 2022 Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2022 Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Series 2022 Bonds satisfies the 10% test as of the date and time of the award of the Series 2022 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Series 2022 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2022 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Series 2022 Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2022 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2022 Bonds.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Series 2022 Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2022 Bonds, that the underwriters will neither offer nor sell unsold Series 2022 Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or
2. the date on which the underwriters have sold at least 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2022 Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Series 2022 Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

(f) The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds.

(g) By submitting a bid, each bidder confirms that:

1. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each

dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires;

(B) to promptly notify the winning bidder of any sales of Series 2022 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2022 Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

2. any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2022 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2022 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

1. “public” means any person other than an underwriter or a related party;

2. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2022 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2022 Bonds to the public);

3. a purchaser of any of the Series 2022 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

4. “sale date” means the date that the Series 2022 Bonds are awarded by the City to the winning bidder.

### Information

This Official Notice of Sale (a condensation of which has been ordered published), the Preliminary Official Statement and other information concerning the City and the Series 2022 Bonds may be obtained from John Karner, Director of Finance, ex-officio City Treasurer, City Hall, 1000 Tenth Street, Greeley, Colorado 80631 (telephone: (970) 350-9732; facsimile: (970) 350-9328; e-mail: john.karner@greeleygov.com), or from the City’s Financial Advisor, Hilltop Securities, Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 500, Denver, Colorado 80237, (telephone: (303) 771-0217; e-mail: Jason.Simmons@hilltopsecurities.com). Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

BY ORDER OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO,  
dated this February \_\_, 2022.

By /s/  
Mayor, City of Greeley, Colorado

(End of Form of Official Notice of Bond Sale)



**Section 3.** The Director of Finance and other appropriate officers and agents of the City are hereby authorized to give such other notice of the sale of the Series 2022 Bonds, if any, as they deem appropriate, including, but not limited to, the distribution among investment bankers and others of the Official Notice of Sale authorized by Section 2 hereof and a Preliminary Official Statement relating to the issuance and sale of the Series 2022 Bonds (the "Preliminary Official Statement"), which distribution may be by such means (including, without limitation, electronic posting) as the Director of Finance may deem appropriate.

**Section 4.** Bids for the Series 2022 Bonds shall be received via Parity at the time and in the manner provided in the Official Notice of Sale, with such changes as may be approved by the Director of Finance. Notwithstanding any other provision of this resolution, the Council hereby delegates to the Director of Finance the following power and authority: (a) the Director of Finance may change the date or time of the public sale of the Series 2022 Bonds to a later date or time (but not later than 180 days after final passage of the Bond Ordinance) if the Director of Finance determines that such delay of the sale will maximize the likelihood of marketing the Series 2022 Bonds when market conditions are relatively favorable, or that it is necessary or desirable to provide additional time to finalize information or documentation relating to the Series 2022 Bonds, and (b) the Director of Finance may make such completions and other changes, not inconsistent with the Bond Ordinance, to both the published and official sale notice forms contained in this resolution as the Director of Finance may deem necessary or appropriate to conduct the public sale of the Series 2022 Bonds expeditiously and to the best financial advantage of the City.

**Section 5.** The Council hereby further delegates to the City's Director of Finance the power and authority make any amendments or include any additional provisions to the Official Notice of Sale in order to finalize the Official Notice of Sale so long as any such amendments or additional provisions are not in conflict with the terms and parameters of the Bond Ordinance, to finalize and post the Official Notice of Sale and publish the condensed form thereof, to determine the winning bid for the Series 2022 Bonds; to determine the final aggregate principal amount and maturity schedule for the Series 2022 Bonds, including the principal maturities of the Series 2022 Bonds (so as to generate bond proceeds consistent with the costs of the project for which the Series 2022 Bonds are being issued) and to determine any related premium adjustment, all as provided in the Official Notice of Sale; and to award the Series 2022 Bonds and to execute an appropriate written acceptance of the winning bid (including, without limitation, a sale certificate setting forth such determinations, certifications and approvals as may be required or contemplated by the Bond Ordinance), or to reject all bids; provided that any such award and acceptance shall be subject to the final passage and effectiveness of the Bond Ordinance, expiration of the referendum period with respect thereto, and favorable action of the City's Water and Sewer Board.

**Section 6.** The proposed form of Preliminary Official Statement of the City relating to the issuance and sale of the Series 2022 Bonds has been presented to the meeting of the Council at which this Resolution is approved and is on file in the office of the City Clerk. The Preliminary Official Statement, in substantially the form so presented with such additional changes as are made prior to the sale date, is hereby deemed by the City to

be a “nearly final official statement” for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The distribution and use by the Purchaser for the reoffering of the Series 2022 Bonds to the public of the final Official Statement (the “Official Statement”), in substantially the form of the Preliminary Official Statement, but with such amendments, additions and deletions as are consistent with the facts, as are not inconsistent herewith and as are approved by the Mayor as evidenced by the Mayor's execution of the Official Statement, is hereby authorized and approved, and the Mayor is authorized to sign the final Official Statement on behalf of the City.

**Section 7.** The officers and agents of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including, but not limited to, the preparation and distribution of the Preliminary Official Statement and the publication, electronic posting and distribution of notice relating to the public sale of the Series 2022 Bonds. The Council deems all delegations, directions, instructions and authorizations contained in this resolution to be consistent with Section 3-14 of the Charter. To the extent required by Section 3-14 of the Charter, the effectuation of this resolution shall be subject to the supervision of the City Manager of the City, and the City Manager is hereby directed to give all orders, directions, instructions and authorizations to City personnel as may be necessary or appropriate to accomplish the purposes of this resolution.

**Section 8.** All resolutions, motions, orders, bylaws, rules or regulations, or parts thereof, in conflict with this resolution are hereby repealed only to the extent of such inconsistency.

**Section 9.** If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining parts or provisions of this resolution.

**Section 10.** This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

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

\_\_\_\_\_  
Mayor

**APPENDIX A**  
**(ATTACH PUBLISHED NOTICE)**

**APPENDIX B  
FORM OF ISSUE PRICE CERTIFICATE**

**ISSUE PRICE CERTIFICATE**

\$ \_\_\_\_\_  
**City of Greeley, Colorado  
acting by and through its  
Water Enterprise  
Water Revenue Bonds,  
Series 2022**

[CLOSING DATE]

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Series 2022 Bonds”) by the City of Greeley, Colorado, acting by and through its Water Enterprise (the “City”) [*Sections 1 and 2 and schedules to be adjusted in execution version as necessary if all of the requirements of a “competitive sale” are not satisfied.*]

**1. Reasonably Expected Initial Offering Price.**

(a) As of [THE SALE DATE], the reasonably expected initial offering prices of the Series 2022 Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Series 2022 Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Series 2022 Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Series 2022 Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Series 2022 Bonds.

**2. Defined Terms.**

(a) “*Maturity*” means Series 2022 Bonds with the same credit and payment terms. Series 2022 Bonds with different maturity dates, or Series 2022 Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) “Underwriter” means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2022 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2022 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Series 2022 Bonds, and by Kutak Rock LLP in connection with rendering its opinion that the interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Series 2022 Bonds.

IN WITNESS WHEREOF, the undersigned, on behalf of [SHORT NAME OF UNDERWRITER], has set his or her hand as of the date first written above.

[UNDERWRITER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE A  
EXPECTED OFFERING PRICES  
[ATTACH]

SCHEDULE B  
UNDERWRITER'S BID  
[ATTACH]



# Council Agenda Summary

December 7, 2021

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

**Title:**

Introduction and first reading regarding an Ordinance authorizing the issuance and sale by the City of Greeley, Colorado, acting by and through its Sanitary Water Enterprise, of First-Lien Sewer Improvement Revenue Bonds, Series 2022, in an aggregate principal amount not to exceed \$25,500,000, for the purpose of financing, in whole or in part, the cost of additions and improvements to the sewer system operated by the Sanitary Water Enterprise, pledging certain funds and revenues of the enterprise to the payment of such bonds; prescribing the form of such bonds; and providing other details in connection therewith

**Summary:**

The ordinance for City Council consideration is to authorize and approve the issuance of the first-lien sewer improvement revenue bonds, Series 2022, in an aggregate principal amount not to exceed \$25,500,000, bearing interest at the rates and maturing on the dates and in the amounts to be set forth in a final terms certificate, and on the terms and conditions provided in the general and series ordinances of the City. The Series 2022 Bonds are being issued for the purpose of acquiring and constructing additions and improvements to the Sewer System.

These projects will need to be partially funded through bond revenues. The ordinance states that the City of Greeley authorizes and approves the issuance of the Series 2022 Sewer Revenue bonds, recognizing that the issuance of these bonds will impact the Sewer Fund's debt service payments and the rates required to support those payments. The Water and Sewer Board approved the issuance at their November 17, 2021 meeting.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Bond Issuance of \$25.5 Million
What is the annual impact?	Debt Service Estimate: \$1.4-2.8 Million
What fund of the City will provide Funding?	Sewer Capital Replacement
What is the source of revenue within the fund?	Rates & Fees
Is there grant funding for this item?	Not Applicable
If yes, does this grant require a match?	Not Applicable
Is this grant onetime or ongoing?	Not Applicable

**Legal Issues:**

None. Kutak Rock LLP is serving as bond counsel. Consideration of this matter is a legislative process which includes the following public hearing

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input
- 4) Council discussion
- 5) Council decision

**Other Issues and Considerations:**

The bonds are expected to be marketed mid-February for closing on the sale of the bonds February 24.

**Applicable Council Priority and Goal:**

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

*Public Facilities and Equipment:* Provide a framework of public services, facilities, and equipment that support a safe, pleasing 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 January 4, 2022.

**Attachments:**

Draft Ordinance  
Preliminary Official Statement

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**SERIES 2022 FIRST-LIEN SEWER IMPROVEMENT  
REVENUE BOND SERIES ORDINANCE**

**CITY OF GREELEY, COLORADO**

acting by and through its

**SANITARY WATER ENTERPRISE**

Authorizing  
the issuance, sale and delivery of not to exceed  
\$25,500,000  
aggregate principal amount of  
First-Lien Sewer Improvement Revenue Bonds  
Series 2022

Effective \_\_\_\_\_, 2022

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*This Table of Contents is included solely for the convenience of the reader and is not part of the Ordinance.*

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**CITY OF GREELEY, COLORADO  
ORDINANCE NO. \_\_\_, 202\_**

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF GREELEY, COLORADO, ACTING BY AND THROUGH ITS SANITARY WATER ENTERPRISE, OF FIRST-LIEN SEWER IMPROVEMENT REVENUE BONDS, SERIES 2022, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$25,500,000, FOR THE PURPOSE OF FINANCING, IN WHOLE OR IN PART, THE COST OF ADDITIONS AND IMPROVEMENTS TO THE SEWER SYSTEM OPERATED BY THE SANITARY WATER ENTERPRISE, PLEDGING CERTAIN FUNDS AND REVENUES OF THE ENTERPRISE TO THE PAYMENT OF SUCH BONDS, PRESCRIBING THE FORM OF SUCH BONDS AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH**

WHEREAS, the City of Greeley, Colorado (the "City") is a home rule municipality duly organized and existing pursuant to Article XX of the Constitution (the "Constitution") of the State of Colorado (the "State") and its home rule charter (the "Charter"); and

WHEREAS, the City Council (the "Council") of the City has previously acted by ordinance to recognize and confirm the existence of the Sanitary Water Enterprise of the City (the "Enterprise"), such ordinance being codified in Title 20, Chapter 2, Section 20-24 of the City Code (the "Code") of the City; and

WHEREAS, the Code authorizes the issuance of revenue bonds for the purpose of financing additions and improvements to the sanitary water systems operated by the Enterprise; and

WHEREAS, the Council, acting as such and as the governing body of the Enterprise, deems it necessary and appropriate to authorize the issuance of Sewer Improvement Revenue Bonds, Series 2022 (the "Series 2022 Bonds") upon the terms described herein, for the purpose of defraying, in whole or in part, the cost of additions and improvements to the City's sewer system (the "System") and paying the costs of issuance for the Series 2022 Bonds; and

WHEREAS, such Series 2022 Bonds are permitted, under the Charter, the Code and Article X, Section 20 of the Constitution, to be issued without an election; and

WHEREAS, the capital improvements to be financed by the Series 2022 Bonds are estimated to have a useful life in the aggregate of at least 40 years; and

WHEREAS, pursuant to Ordinance No. 10, 2015 (the "General Ordinance"), adopted prior to the adoption of this Ordinance, the Council has established a consistent procedure for the issuance of revenue bonds and other obligations to finance and refinance additions and improvements to the System.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO, ACTING BY AND THROUGH THE CITY OF GREELEY, COLORADO SANITARY WATER ENTERPRISE:**

## ARTICLE I

### DEFINITIONS AND CONSTRUCTION

**Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings, respectively, provided in the General Ordinance. In this Series Ordinance the following additional terms have the following respective meanings unless the context clearly requires otherwise:

*“Continuing Disclosure Undertaking”* means the Continuing Disclosure Undertaking relating to the Official Statement and the Series 2022 Bonds, in substantially the form filed with the City Clerk at the time of introduction of this Series Ordinance.

*“General Ordinance”* means Ordinance No. 10, 2015, of the City, as it may be amended from time to time.

*“Liquidity Requirement”* means the amount of unrestricted cash balances, if any, required to be maintained in the Wastewater Fund under Section 4.02 hereof.

*“Official Statement”* means the Official Statement of the City relating to the Series 2022 Bonds.

*“Parity Obligations”* means the Series 2015 Bonds, the Series 2018 Bonds, and any Additional First-Lien Revenue Obligations hereafter issued by the City having a lien on all or any portion of the Net Pledged Revenues which is on a parity with the lien of the Series 2022 Bonds. The Parity Obligations are First-Lien Revenue Obligations under the General Ordinance.

*“Paying Agent”* means Zions Bancorporation, National Association and its successors and assigns.

*“Purchaser”* means the original purchaser of the Series 2022 Bonds identified by a Final Terms Certificate.

*“Registrar”* means Zions Bancorporation, National Association and its successors and assigns.

*“Series Ordinance”* means this Series Ordinance.

*“Series 2015 Bonds”* means the City's outstanding First-Lien Sewer Improvement Revenue Bonds, Series 2015.

*“Series 2018 Bonds”* means the City's outstanding First-Lien Sewer Improvement Revenue Bonds, Series 2018.

*“Series 2022 Capital Project”* means the capital additions to the System, constituting a portion of the System Capital Program, financed in whole or in part with proceeds of the Series 2022 Bonds.

“Series 2022 Capital Project Account” means the special account created and required to be maintained by Section 3.02 hereof.

“Series 2022 Costs of Issuance Subaccount” means the subaccount created within the Series 2022 Capital Project Account and required to be maintained by Section 3.03 hereof.

“Series 2022 Bonds” means the First-Lien Sewer Improvement Revenue Bonds, Series 2022.

“Series 2022 Debt Service Reserve Account” means, to the extent designated by Final Terms Certificate, a special account created and required to be maintained in the manner provided by Section 3.04 hereof.

“Series 2022 Excess Investment Earnings Account” means the special account created and required to be maintained by Section 3.05 hereof.

“Series 2022 Reserve Requirement” means, initially, and except as it may be adjusted pursuant to Section 3.04 hereof, an amount equal to the least of (a) 10% of the principal amount of the Series 2022 Bonds, (b) the Maximum Annual Debt Service Requirements of the Series 2022 Bonds, or (c) 125% of the Average Annual Debt Service Requirements of the Series 2022 Bonds.

“System Capital Program” means a series of capital projects to be financed from a combination of proceeds of the Series 2022 Bonds and other funds, which may include, without limitation, the acquisition, equipping, improvement or construction of portions of the System. The scope and specific details of the System Capital Program shall be subject to change by action of the Council.

“Tax Code” means the Internal Revenue Code of 1986, as amended.

“Transfer Agent” means Zions Bancorporation, National Association and its successors and assigns.

## ARTICLE II

### THE SERIES 2022 BONDS

**Section 2.01. The System Capital Program and the Series 2022 Capital Project.** The City Council of the City hereby authorizes and directs that the Series 2022 Capital Project (which may consist of any portion of the System Capital Program) be carried out with the net proceeds of the Series 2022 Bonds and any other legally available moneys of the City necessary for such purpose.

**Section 2.02. Sale of Series 2022 Bonds; Application of Series 2022 Bond Proceeds.** The Series 2022 Bonds are authorized to be sold to the Purchaser at a price not less than 100% of their aggregate principal amount, as determined by Final Terms Certificate. The net proceeds received by the City from the sale of the Series 2022 Bonds after deduction of costs of issuance and underwriting discount shall be applied as follows: (a) Series 2022 Bond proceeds sufficient to meet the Series 2022 Reserve Requirement, if any, shall be

deposited to the Series 2022 Debt Service Reserve Account; and (b) the remaining Series 2022 Bond proceeds shall be deposited, to the extent necessary to accomplish the Series 2022 Capital Project, into the Series 2022 Capital Project Account. Any excess funds remaining upon completion of the Series 2022 Capital Project may be used for any lawful purpose of the City or the Enterprise.

**Section 2.03. Authorization; Election to Apply Supplemental Public Securities Act.** The Series 2022 Bonds, payable as to all Debt Service Requirements solely out of the Net Pledged Revenues, are hereby authorized to be issued in an aggregate principal amount not to exceed \$25,500,000, the actual amount of the Series 2022 Bonds to be determined by Final Terms Certificate. The City hereby elects to apply all provisions of the Supplemental Public Securities Act, to the extent not inconsistent herewith, to the Series 2022 Bonds.

**Section 2.04. Bond Details.**

(a) **Generally.** The provisions of the General Ordinance are hereby incorporated into this Series Ordinance. The Series 2022 Bonds shall be First-Lien Revenue Obligations within the meaning of the General Ordinance, secured by a first and prior (but not necessarily exclusive) lien upon the Net Pledged Revenues on a parity basis with the Parity Obligations. The Series 2022 Bonds shall be issued by the City Council of the City, as the governing body of the Enterprise, pursuant to the Code, in fully registered form in denominations of \$5,000 or any integral multiple thereof; provided that no Series 2022 Bond shall be issued in any denomination larger than the aggregate principal amount of Series 2022 Bonds maturing on a single maturity date and that no Series 2022 Bond shall be made payable on more than one maturity date.

Pursuant to the recommendations of the Committee on Uniform Security Identification Procedures, CUSIP numbers may be printed on the Series 2022 Bonds.

If determined by Final Terms Certificate, the Series 2022 Bonds may be issued in book-entry form through the facilities of The Depository Trust Company, and the appropriate officials of the City shall thereupon be authorized to execute such documents as are necessary to issue and deliver the Series 2022 Bonds in such form.

The Series 2022 Bonds shall be Fixed Rate Obligations.

The Series 2022 Bonds shall mature on August 1 in the years and in the aggregate principal amounts provided by Final Terms Certificate; provided that the Series 2022 Bonds may mature within any period permitted by the Charter and Code but in any event not later than August 1, 2042. The Series 2022 Bonds shall bear interest from the date as of which they are dated or the Interest Payment Date to which interest has been paid next preceding their respective dates, whichever is later, to their respective maturity dates, except if redeemed prior thereto, at rates not exceeding 5.00% per annum, as determined by Final Terms Certificate.

Said interest shall be payable commencing not later than [August 1, 2022], and semiannually thereafter at any convenient semiannual interval determined by a Final



Terms Certificate. If upon presentation at maturity the principal of any Series 2022 Bond is not paid as provided therein, interest shall continue thereon at the same interest rate until the principal thereof is paid in full.

The Debt Service Requirements of the Series 2022 Bonds shall be payable to the Owners of the Series 2022 Bonds in lawful money of the United States of America by the Paying Agent. The final installments of principal and interest shall be payable to the Owner of each Series 2022 Bond upon presentation and surrender thereof at maturity or upon prior redemption. Except as hereinbefore and hereinafter provided, the interest shall be payable to the Owner of each Series 2022 Bond determined as of the close of business on the Regular Record Date irrespective of any transfer of ownership of the Series 2022 Bond subsequent to the Regular Record Date and prior to such Interest Payment Date, by check or draft mailed to such Owner at the address appearing on the registration books of the City maintained by the Registrar. Any interest not paid when due and any interest accruing after maturity shall be payable to the Owner of each Series 2022 Bond entitled to receive such interest determined as of the close of business on the Special Record Date irrespective of any transfer of ownership of the Series 2022 Bond subsequent to the Special Record Date and prior to the date fixed by the Paying Agent for the payment of such interest, by check or draft mailed as aforesaid. Notice of the Special Record Date and of the date fixed for the payment of such interest shall be given by sending a copy thereof by certified or registered first-class, postage prepaid mail, at least 10 days prior to the special record date, to the Purchaser and to the Owner of each Series 2022 Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing at the address appearing on the registration books of the City. Any premium shall be payable to the Owner of each Series 2022 Bond redeemed upon presentation and surrender thereof upon prior redemption. If the date for making or giving any payment, determination or notice described herein is not a Business Day, such payment, determination or notice shall be made or given on the next succeeding Business Day.

(b) **Redemption; Notice of Redemption.** The Series 2022 Bonds may be made subject to optional redemption prior to their maturity at a price or prices equal to the principal amount of the Series 2022 Bonds so redeemed plus a premium not to exceed 2% of the principal amount thereof, plus accrued interest to the date of redemption, at such times and in such manner as provided by Final Terms Certificate. The Series 2022 Bonds may also be made subject to mandatory redemption from sinking fund installments or otherwise, at such times and in such manner, at prices not exceeding the principal amount of the Series 2022 Bonds so redeemed plus accrued interest to the date of redemption, as provided by a Final Terms Certificate.

Series 2022 Bonds which are redeemable prior to their respective maturity dates may be redeemed in part if issued in denominations which are integral multiples of \$5,000. Such Series 2022 Bonds shall be treated as representing a corresponding number of separate Bonds in the denomination of \$5,000 each. Any such Series 2022 Bond to be redeemed in part shall be surrendered for partial redemption in the manner hereinafter provided for transfers of ownership. Upon payment of the redemption price of any such Series 2022 Bond redeemed in part the Owner thereof shall receive a new Series 2022

Bond or Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series 2022 Bond surrendered.

Notice of redemption shall be given by the Paying Agent in the name of the City by sending a copy thereof by certified or registered first-class postage prepaid mail, at least 30 days prior to the Redemption Date, to the Purchaser and to the Owner of each of the Series 2022 Bonds being redeemed determined as of the close of business on the day preceding the first mailing of such notice, at the addresses appearing on the registration books of the City maintained by the Registrar. Such notice shall specify the number or numbers of the Series 2022 Bonds to be redeemed, whether in whole or in part, and the date fixed for redemption and shall further state that on the Redemption Date there will be due and payable upon each Series 2022 Bond or part thereof so to be redeemed the principal amount or part thereof plus accrued interest thereon to the Redemption Date plus any premium due and that from and after such date interest will cease to accrue. For so long as the Series 2022 Bonds are in book-entry form through The Depository Trust Company or its nominee, any redemption notice may be given, in lieu of such mailing, by sending a copy thereof by Federal Express or other nationally recognized overnight delivery service, or by electronic means, to The Depository Trust Company or its nominee. In addition, if the Series 2022 Bonds are in book-entry form, the Paying Agent is hereby authorized to comply with any operational procedures and requirements of The Depository Trust Company relating to redemption of Series 2022 Bonds and notice thereof. Failure to mail or send any notice as aforesaid or any defect in any notice so mailed with respect to any Series 2022 Bond shall not affect the validity of the redemption proceedings with respect to any other Series 2022 Bond. Any Series 2022 Bonds redeemed prior to their respective maturity dates by call for prior redemption or otherwise shall not be reissued and shall be cancelled the same as Series 2022 Bonds paid at or after maturity.

(c) **Interest Rates.** Pursuant to Section 5-23 of the Charter, the Series 2022 Bonds shall be sold at an interest rate which does not exceed the market rate. The Series 2022 Bonds shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from their date to maturity or prior redemption per annum as determined by the Director of Finance as certified by Final Terms Certificate at a net effective interest rate not to exceed 4.00%.

(d) **Execution and Authentication.** The Series 2022 Bonds shall be executed by and on behalf of the Council as the governing body of the Enterprise, with the manual or facsimile signature of the Mayor, shall bear a manual or facsimile of the seal of the City, shall be attested with the manual or facsimile signature of the City Clerk, and shall be authenticated with the manual signature of a duly authorized signatory of the Registrar. Should any officer whose signature appears on the Series 2022 Bonds cease to be such officer before delivery of the Series 2022 Bonds to the Purchaser, such signature shall nevertheless be valid and sufficient for all purposes. No Series 2022 Bond shall be valid or become obligatory for any purpose or be entitled to any security or benefit under this Series Ordinance unless and until the certificate of authentication on such Series 2022 Bond shall have been duly executed by the Registrar, and such executed certificate upon any such Series 2022 Bond shall be conclusive evidence that such Series 2022 Bond has been authenticated and delivered under this Series Ordinance. The certificate of

authentication on any Series 2022 Bond shall be deemed to have been duly executed by the Registrar if signed by an authorized signatory thereof, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Series 2022 Bonds.

(e) **Registration, Transfer and Exchange.** Upon their execution and authentication and prior to their delivery, the Series 2022 Bonds shall be registered for the purpose of payment of principal and interest by the Registrar. Thereafter, the Series 2022 Bonds shall be transferable only upon the registration books of the City maintained by the Registrar at the request of the Owner thereof or such Owner's duly authorized attorney-in-fact or legal representative. The Transfer Agent shall accept a Series 2022 Bond for registration or transfer only if the Owner is to be an individual, a corporation, a partnership, a limited liability company, a limited liability partnership, or a trust. A Series 2022 Bond may be transferred upon surrender thereof together with a written instrument of transfer duly executed by the Owner or such Owner's duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the Transfer Agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The Transfer Agent shall not be required to transfer ownership of any Series 2022 Bond during the 15 days prior to the first mailing of any notice of redemption or to transfer ownership of any Series 2022 Bond selected for redemption on or after the date of such mailing. The Owner of any Series 2022 Bond or Bonds may also exchange such Series 2022 Bond or Bonds for another Series 2022 Bond or Bonds of authorized denominations. Transfers and exchanges shall be made at the expense of the transferor or exchanger, and the Transfer Agent may also require payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Series 2022 Bonds. No transfer of any Series 2022 Bond shall be effective until entered on the registration books of the City maintained by the Registrar. In the case of every transfer or exchange, the Registrar shall authenticate and the Transfer Agent shall deliver to the new owner a new Series 2022 Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum rate as the Series 2022 Bond or Bonds surrendered. Such Series 2022 Bond or Bonds shall be dated as of their date of authentication. New Series 2022 Bonds delivered upon any transfer or exchange shall be valid obligations, evidencing the same obligations as the Series 2022 Bonds surrendered, shall be secured by this Series Ordinance, the General Ordinance and any Final Terms Certificate and shall be entitled to all of the security and benefit hereof to the same extent as the Series 2022 Bonds surrendered. The City may deem and treat the person in whose name any Series 2022 Bond is last registered upon the books of the City as the absolute owner thereof for the purpose of receiving payment of the principal of and interest on such Series 2022 Bond and for all other purposes, and all such payments so made to such person or upon his order shall be valid and effective to satisfy and discharge the liability of the City upon such Series 2022 Bond to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

(f) **Resignation of Agents.** If the Paying Agent, Registrar or Transfer Agent shall resign, or if the City shall reasonably determine that the Paying Agent, Registrar or Transfer

Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each Owner of Series 2022 Bonds at the addresses last shown on the registration books of the City, appoint a successor paying agent, registrar or transfer agent. Every such successor paying agent, registrar or transfer agent shall be a Commercial Bank or an official of the City. It shall not be required that the same person serve as paying agent, registrar and transfer agent hereunder, but the City shall have the right to appoint and have the same person serve as paying agent, registrar and transfer agent hereunder.

(g) **Replacement of Series 2022 Bonds.** If any Series 2022 Bond shall have been lost, destroyed or wrongfully taken, the City shall provide for the replacement thereof upon receipt of the evidence of such loss, destruction or wrongful taking, along with an indemnity bond and reimbursement for expenses reasonably satisfactory to it.

(h) **Recitals in Bonds.** Each Series 2022 Bond shall recite in substance that such Series 2022 Bond is a special and limited obligation payable solely out of and secured by an irrevocable, but not necessarily exclusive, pledge of the Net Pledged Revenues, that such Series 2022 Bond does not constitute a debt or an indebtedness or multiple fiscal-year debt or other financial obligation of the City within the meaning of any constitutional, Charter or statutory provision or limitation, that such Series 2022 Bond is not payable in whole or in part from the proceeds of general property taxes, and that the full faith and credit of the City is not pledged for the payment of the principal of or interest on such Series 2022 Bond. Each Series 2022 Bond shall further recite that it is issued under the authority of the Colorado Constitution, the Charter, the Code, the Supplemental Securities Act, the General Ordinance and this Series Ordinance.

**Section 2.05. Form of Series 2022 Bonds.** The Series 2022 Bonds shall be in substantially the form set forth in this Section, with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the City executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the Series 2022 Bonds are hereby approved and adopted as the covenants, statements, representations and agreements of the City.

**[FORM OF BOND]**

(Text of Face)

**UNITED STATES OF AMERICA  
STATE OF COLORADO  
COUNTY OF WELD  
CITY OF GREELEY  
SANITARY WATER ENTERPRISE  
SEWER IMPROVEMENT REVENUE BOND  
SERIES 2022**

No. R-\_\_\_\_\_

\$\_\_\_\_\_

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Original Date</b>	<b>CUSIP</b>
%	August 1, 20__	February __, 2022	392532 __

REGISTERED OWNER:   \*\*CEDE & CO.\*\*  
 Tax Identification Number: 13-2555119

PRINCIPAL SUM:       \*\* \_\_\_\_\_ DOLLARS\*\*

The City Council of the City of Greeley, in the County of Weld and State of Colorado, acting as the governing body of the Sanitary Water Enterprise of said City, for value received, hereby promises to pay to the Registered Owner (specified above), or registered assigns, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum (specified above), in lawful money of the United States of America, on the Maturity Date (specified above), with interest thereon from the Original Date (specified above), or the interest payment date to which interest has been paid next preceding the authentication date hereof, whichever is later, to the Maturity Date, except if redeemed prior thereto, at the per annum Interest Rate (specified above), payable semiannually on the first day of February and the first day of August of each year, commencing on [August 1, 2022], or the first such date after the date hereof, whichever is later, in the manner provided herein. If upon presentation at maturity payment of the Principal Sum is not made as provided herein, interest continues at the Interest Rate until the Principal Sum is paid in full.

[Bonds of this series maturing in the years \_\_\_\_\_ through \_\_\_\_\_ are not subject to optional redemption prior to their respective maturity dates. Bonds of this series maturing in the year \_\_\_\_\_ and thereafter are subject to optional redemption prior to their respective maturity dates, in whole or in part in inverse order of maturity and by lot within a maturity, on August 1, 20\_\_, and on any date thereafter, at a price equal to the principal amount of each Series 2022 Bond so redeemed plus accrued interest thereon to the redemption date [plus a premium expressed as a percentage of the principal amount of each Series 2022 Bond so redeemed, depending on the redemption date, as follows:]

**Redemption Dates**

**Premiums**

Bonds of this series which are redeemable prior to their respective maturity dates may be redeemed in part if issued in denominations which are integral multiples of \$5,000. In such case the Series 2022 Bond is to be surrendered in the manner provided for transfers of ownership. Upon payment of the redemption price the Registered Owner is to receive a new Series 2022 Bond or Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series 2022 Bond surrendered.]

Notice of redemption of any Bonds of this series is to be given by the Paying Agent by sending a copy of such notice by certified or registered first-class postage prepaid mail, at least

30 days prior to the redemption date, to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, the Original Purchaser hereof, and to the registered owner of each of the Series 2022 Bonds being redeemed determined as of the close of business on the day preceding the first mailing of such notice at the address appearing on the registration books of the Registrar. Such notice is to specify the number or numbers of the Series 2022 Bonds to be redeemed, whether in whole or in part, and the date fixed for redemption, and is further to state that on the redemption date there will be due and payable upon each Series 2022 Bond or part thereof so to be redeemed the principal amount or part thereof plus accrued interest thereon to the redemption date plus any premium due and that from and after such date interest will cease to accrue. For so long as the Series 2022 Bonds are in book-entry form through The Depository Trust Company or its nominee, such notice may be given, in lieu of such mailing, by sending a copy thereof, by Federal Express or other nationally recognized overnight delivery service, or by electronic means, to The Depository Trust Company or its nominee. In addition, if the Series 2022 Bonds are in book-entry form, the Paying Agent is authorized to comply with any operational procedures and requirements of The Depository Trust Company relating to redemption of bonds and notice thereof. Failure to mail or send any notice as aforesaid or any defect in any notice so mailed or sent with respect to any Series 2022 Bond does not affect the validity of the redemption proceedings with respect to any other Series 2022 Bond.

The principal of, interest on and any premium due in connection with the redemption of this Series 2022 Bond are payable to the Registered Owner by Zions Bancorporation, National Association, Denver, Colorado, or its successors, as Paying Agent. The principal and the final installment of interest are payable to the Registered Owner upon presentation and surrender of this Series 2022 Bond at maturity or upon prior redemption. Except as hereinbefore and hereinafter provided, the interest is payable to the Registered Owner determined as of the close of business on the regular record date, which is the first day of the calendar month next preceding the interest payment date, irrespective of any transfer of ownership hereof subsequent to the regular record date and prior to such interest payment date, by check or draft mailed to the Registered Owner at the address appearing on the registration books of the City maintained by Zions Bancorporation, National Association, Denver, Colorado, or its successors, as Registrar. Any interest hereon not paid when due and any interest hereon accruing after maturity is payable to the Registered Owner determined as of the close of business on the special record date, which is to be fixed by the Paying Agent for such purpose, irrespective of any transfer of ownership of this Series 2022 Bond subsequent to such special record date and prior to the date fixed by the Paying Agent for the payment of such interest, by check or draft mailed as aforesaid. Notice of the special record date and of the date fixed for the payment of such interest is to be given by sending a copy thereof by certified or registered first-class postage prepaid mail, at least 10 days prior to the special record date, to Zions Bancorporation, National Association, Denver, Colorado, and to the Registered Owner of each Series 2022 Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing, at the addresses appearing on the registration books of the City. Any premium is payable to the Registered Owner upon presentation and surrender of this Series 2022 Bond upon prior redemption. If the date for making or giving any payment, determination or notice described herein is not a Business Day, such payment, determination or notice is to be made or given on the next succeeding day which is a Business Day.

Payment of the principal of, interest on and any premium due in connection with the redemption of this Series 2022 Bond is to be made solely from, and as security for such payment

there are irrevocably (but not necessarily exclusively) pledged, pursuant to the Sewer System General Ordinance (the “General Ordinance”) and the Series Ordinance pertaining to the Bonds of this Series (the “Series Ordinance”), as supplemented by the Final Terms Certificate (the “Final Terms Certificate”) pursuant to which this Series 2022 Bond is delivered (the General Ordinance, the Series Ordinance and the Final Terms Certificate being referred to collectively as the “Ordinances”), two special accounts, thereby identified as the Debt Service Account and the Debt Service Reserve Account, into which the City Council, acting as the governing body of the Sanitary Water Enterprise of the City, has covenanted in the Ordinances to pay, from certain revenues derived from the operation and use of and otherwise pertaining to the Sewer System (the “System”) of the City (the “Income”) after provision is made only for the payment of all necessary and reasonable current expenses of operating, maintaining and repairing the System (such remaining revenues being referred to as the “Net Pledged Revenues”), sums sufficient to pay when due the principal of, interest on and any premium due in connection with the redemption of the Series 2022 Bonds and any parity securities payable from such revenues, and to accumulate and maintain a specified reserve for such purposes. In addition, the City may at its option augment such funds with any other moneys of the City legally available for expenditure for the purposes thereof as provided in the Ordinances.

It is hereby recited, certified and warranted that for the payment of the principal of, interest on, and any premium due in connection with the redemption of this Series 2022 Bond, the City has created and will maintain said special funds and will deposit the Net Pledged Revenues therein, and out of said special funds, as an irrevocable charge thereon, will pay the principal of, interest on, and any premium due in connection with the redemption of this Series 2022 Bond in the manner provided by the Ordinances.

The Bonds of this issue are equitably and ratably secured by a lien on the Net Pledged Revenues, and such Bonds constitute an irrevocable and first lien, but not necessarily an exclusive first lien, upon the Net Pledged Revenues. Bonds and other obligations, in addition to the Bonds of this issue, subject to expressed conditions, may be issued and made payable from the Net Pledged Revenues having a lien thereon subordinate and junior to the lien of the Bonds of this issue or, subject to additional expressed conditions, having a lien thereon on a parity with the lien of such Bonds in accordance with the provisions of the Ordinances.

The City Council covenants and agrees with the Registered Owner hereof that it will keep and will perform all of the covenants of this Series 2022 Bond and of the Ordinances described below.

This Series 2022 Bond is authorized and issued for the purpose of defraying the cost of constructing and installing additions and improvements to the Sewer System of the City under the authority of and in full conformity with the Constitution of the State of Colorado, the City Charter, the City Code of the City, and all other laws of the State of Colorado thereunto enabling and pursuant to Ordinances, hereinafter identified, duly adopted prior to the issuance of this Series 2022 Bond.

Reference is hereby made to the Ordinances for a description of the provisions, terms and conditions upon which the Bonds of this issue are issued and secured, including, without limitation, the nature and extent of the security for the Series 2022 Bonds, provisions with respect to the

custody and application of the proceeds of the Series 2022 Bonds, the collection and disposition of the revenues and moneys charged with and pledged to the payment of the principal of, interest on, and any premium due in connection with the redemption of the Series 2022 Bonds, the terms and conditions on which the Series 2022 Bonds are issued, a description of the special funds referred to above and the nature and extent of the security and pledge afforded thereby for the payment of the principal of, interest on, and any premium due in connection with the redemption of the Series 2022 Bonds, and the manner of enforcement of said pledge, as well as the rights, duties, immunities and obligations of the City and the members of its Council and also the rights and remedies of the Registered Owners of the Series 2022 Bonds.

To the extent and in the respects permitted by the Ordinances, the provisions thereof, or any instrument amendatory thereof or supplemental thereto, may be modified or amended by action of the City Council of the City taken in the manner and subject to the conditions and exceptions provided therein. The pledge of revenues and other obligations of the City and its Sanitary Water Enterprise under the Ordinances may be discharged at or prior to the maturity or prior redemption of the Series 2022 Bonds upon the making of provision for the payment of the Series 2022 Bonds on the terms and conditions set forth in the Ordinances.

It is hereby recited, certified and warranted that all the requirements of law have been fully complied with by the proper officers of the City and the Sanitary Water Enterprise of the City in the issuance of this Series 2022 Bond; that it is issued pursuant to and in strict conformity with the Constitution and all other laws of the State of Colorado, including the City Charter, the City Code and the Ordinances; that this Series 2022 Bond does not contravene any constitutional or statutory provision or limitation of the State of Colorado, or any provision or limitation of the City Charter; and that this Series 2022 Bond is issued under the authority of the Ordinances.

**This Series 2022 Bond is issued pursuant to the Supplemental Public Securities Act, Part 2 of Article 57, Title 11, C.R.S., and this recital shall be conclusive evidence of the validity and the regularity of issuance of this Series 2022 Bond after its delivery for value.**

This Series 2022 Bond is transferable only upon the registration books of the City by Zions Bancorporation, National Association, Denver, Colorado, or his, her or its successors, as Transfer Agent, at the request of the Registered Owner or such Owner's duly authorized attorney-in-fact or legal representative, upon surrender hereof together with a written instrument of transfer duly executed by the Registered Owner or such Owner's duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the Transfer Agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The Transfer Agent shall accept this Series 2022 Bond for registration or transfer only if the Registered Owner is to be an individual, a corporation, a partnership, a limited liability company, a limited liability partnership or a trust. The Transfer Agent is not required to transfer ownership of this Series 2022 Bond during the 15 days prior to the first mailing of any notice of redemption or to transfer ownership of any Series 2022 Bond selected for redemption on or after the date of such mailing. The Registered Owner may also exchange this Series 2022 Bond for another Series 2022 Bond or Bonds of authorized denominations. Transfers and exchanges are to be made at the expense of the transferor or exchanger, and the Transfer Agent may also require payment of a sum sufficient to defray any



tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Series 2022 Bonds. No transfer of this Series 2022 Bond is to be effective until entered on the registration books of the City maintained by the Registrar. In the case of every transfer or exchange, the Registrar shall authenticate and the Transfer Agent shall deliver to the new Registered Owner a new Series 2022 Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum rate as the Series 2022 Bond or Bonds surrendered. Such Series 2022 Bond or Bonds shall be dated as of their date of authentication. The City may deem and treat the person in whose name this Series 2022 Bond is last registered upon the books of the City as the absolute owner hereof for the purpose of receiving payment of the principal of, interest on, and any premium due in connection with the redemption of this Series 2022 Bond and for all other purposes, and all such payments so made to such owner or upon such owner's order will be valid and effective to satisfy and discharge the liability of the City upon this Series 2022 Bond to the extent of the sum or sums so paid, and the City will not be affected by any notice to the contrary.

This Series 2022 Bond is a special and limited obligation payable solely out of and secured by an irrevocable, but not necessarily exclusive, pledge of the Net Pledged Revenues, as more specifically provided in the Ordinances. This Series 2022 Bond does not constitute a debt or an indebtedness or a multiple-fiscal year debt or other financial obligation of the City within the meaning of any constitutional, charter or statutory provision or limitation. This Series 2022 Bond is not payable in whole or in part from the proceeds of general property taxes or any other form of taxation, and the full faith and credit of the City is not pledged for the payment of the principal of or interest on this Series 2022 Bond.

IN WITNESS WHEREOF, the City Council of the City of Greeley, Colorado, acting by and through the Sanitary Water Enterprise of said City, has caused this Series 2022 Bond to be executed in its name and on its behalf with the manual or facsimile signature of the Mayor of the City, to be sealed with the manual or facsimile seal of the City, and to be signed and attested with the manual or facsimile signature of the City Clerk of the City.

[SEAL]

CITY OF GREELEY, COLORADO,  
ACTING BY AND THROUGH ITS  
SANITARY WATER ENTERPRISE

By \_\_\_\_\_  
Mayor,  
City of Greeley, Colorado

Attest:

By \_\_\_\_\_  
City Clerk,  
City of Greeley, Colorado

**CERTIFICATE OF AUTHENTICATION**

This Series 2022 Bond is one of the Series 2022 Bonds issued pursuant to the Ordinances herein described. Attached hereto is the complete text of the opinion of bond counsel, a signed copy of which, dated the date of the first delivery of the Series 2022 Bonds herein described, is on file with the undersigned.

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

Zions Bancorporation, National Association, as  
Registrar

By \_\_\_\_\_  
Authorized Signatory



**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned Registered Owner sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_

the attached Series 2022 Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or its successor, to transfer said Series 2022 Bond on the books kept for registration thereof.

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

Signature guaranteed:

Signature must be guaranteed by a member of a Medallion Signature Program

[BANK, TRUST COMPANY OR FIRM]

By \_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the attached Series 2022 Bond in every particular without alteration or enlargement or any change whatever.

**TRANSFER FEE REQUIRED**

**[END OF FORM OF BOND]**

**Section 2.06. Series 2022 Bonds Equally Secured.** The Series 2022 Bonds shall be secured by an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Net Pledged Revenues to the full extent provided in Section 5.01 of the General Ordinance, which lien shall be binding and enforceable as provided therein. The covenants and

agreements herein set forth to be performed on behalf of the City and the Enterprise shall be for the equal benefit, protection and security of the Owners of any and all of the Series 2022 Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction of any of the Series 2022 Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Series Ordinance.

**Section 2.07. Special Obligations.** All of the Series 2022 Bonds, as to all Debt Service Requirements thereof, shall be payable solely out of the Net Pledged Revenues. The Owners of the Series 2022 Bonds may not look to the general fund or any other fund of the City for the payment of the Debt Service Requirements, except the special funds and accounts pledged therefor. The Series 2022 Bonds shall not constitute a debt or indebtedness or multiple-fiscal year debt or other financial obligation of the City within the meaning of any constitutional, Charter or statutory provision or limitation, and the Series 2022 Bonds shall not be considered or held to be general obligations of the City, but shall constitute special and limited obligations of the City, acting by and through the Enterprise. The Series 2022 Bonds are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation, and the full faith and credit of the City is not pledged for payment of the Series 2022 Bonds.

### ARTICLE III

#### SPECIAL ACCOUNTS

The proceeds of the Series 2022 Bonds and the Income shall be deposited by the City in the accounts described in this Article III, to be accounted for in the manner and priority set forth in this Article III.

Neither the Purchaser nor any subsequent Owner of any Series 2022 Bonds shall be in any manner responsible for the application or disposal by the City or by any of its officers, agents or employees of the moneys derived from the sale of the Series 2022 Bonds or of any other moneys designated in this Article III.

**Section 3.01. Series 2022 Debt Service Subaccounts.** There are hereby established within the Debt Service Account a Series 2022 Interest Subaccount and a Series 2022 Principal Subaccount. The Series 2022 Interest Subaccount shall be used to account for funds of the Debt Service Account allocable to payments of interest on the Series 2022 Bonds, and the Series 2022 Principal Subaccount shall be used to account for funds of the Debt Service Account allocable to payments of principal of the Series 2022 Bonds. The funds in the Series 2022 Interest Subaccount and the Series 2022 Principal Account are hereby appropriated for such purposes.

**Section 3.02. Series 2022 Capital Project Account.** The proceeds of the Series 2022 Bonds, including capitalized interest but excepting the sums, if any, required to be deposited in the Debt Service Account or the Series 2022 Debt Service Reserve Account, shall be deposited in the Series 2022 Capital Project Account hereby created and shall be maintained, used and withdrawn only as provided herein solely for the purpose of paying or reimbursing the City for payments of the Cost of the Series 2022 Capital Project for

which the Series 2022 Bonds are issued, and are pledged therefor. The funds so deposited are hereby appropriated for the purposes authorized by this Series Ordinance and the General Ordinance. The appropriation shall be deemed a continuing appropriation and shall be effective until such funds are expended or such purposes are accomplished. Any such proceeds remaining in the Series 2022 Capital Project Account after completion of such Series 2022 Capital Project, excluding investment earnings which may be required to be rebated to the federal government, shall be deposited in the Debt Service Account and used for the purposes of the Debt Service Account or shall be used to the extent feasible to call and redeem First-Lien Revenue Obligations in advance of maturity. The City shall use any proceeds of the Series 2022 Bonds credited to the Series 2022 Capital Project Account, without further order, to pay the Debt Service Requirements of the Series 2022 Bonds as the same become due whenever and to the extent moneys in the Debt Service Account and the Debt Service Reserve Account or moneys otherwise available therefor are insufficient for that purpose, unless such proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and pertaining to the Series 2022 Capital Project for which the Series 2022 Bonds are issued. Any moneys so used shall be restored to the Series 2022 Capital Project Account from the first Net Pledged Revenues thereafter received and not needed to meet the requirements provided in Sections 3.02, 3.03, 3.04 and 3.06 of the General Ordinance.

**Section 3.03. Series 2022 Costs of Issuance Subaccount.** The portion of the proceeds of the Series 2022 Bonds reasonably required to pay the costs of issuance thereof shall be deposited in the Series 2022 Costs of Issuance Subaccount, which is hereby established within the Series 2022 Capital Project Account, and used, to the extent required, for the payment of Costs of Issuance of the Series 2022 Bonds, and to the extent of any excess, for any other Costs of the Series 2022 Capital Project.

**Section 3.04. Series 2022 Debt Service Reserve Account.** Pursuant to Section 3.04 of the General Ordinance, and only if provided by Final Terms Certificate, there shall be established in connection with the Series 2022 Bonds a Debt Service Reserve Account to be known as the Series 2022 Debt Service Reserve Account. The Series Ordinance authorizing any Series of Additional First-Lien Revenue Obligations may provide that such Additional First-Lien Revenue Obligations are secured by the Series 2022 Debt Service Reserve Account as a common reserve on the same basis and subject to the same requirements as the Series 2022 Bonds, or may provide for a separate Debt Service Reserve Account for such Additional First-Lien Revenue Obligations. Subject to the payments required by Sections 3.02 and 3.03 of the General Ordinance and except as provided in Section 3.05 thereof, from the Net Pledged Revenues or the proceeds of the Series 2022 Bonds, or both, there shall be credited from time to time to the Series 2022 Debt Service Reserve Account moneys sufficient to accumulate and maintain the Series 2022 Debt Service Reserve Account at an amount at least equal to the Series 2022 Reserve Requirement. The dollar amount of the Series 2022 Reserve Requirement may be recalculated and reduced, but not increased, from time to time by the City as necessary to apply the Series 2022 Reserve Requirement to the remaining Debt Service Requirements of the Series 2022 Bonds; provided that the Series 2022 Reserve Requirement shall not be reduced to an amount less than the lesser of (a) 10% of the principal amount of the Series 2022 Bonds, (b) the Maximum Annual Debt Service

Requirements of the Series 2022 Bonds, or (c) 125% of the Average Annual Debt Service Requirements of the Series 2022 Bonds. The moneys required to be deposited to the Series 2022 Debt Service Reserve Account, excluding any investment earnings which may be transferred to the Series 2022 Excess Investment Earnings Account to be rebated to the federal government, shall be set aside, accumulated and, if necessary, reaccumulated from time to time and maintained as a continuing reserve to be used, except as otherwise expressly provided in the General Ordinance or this Series Ordinance, only to prevent deficiencies in payment of the Debt Service Requirements of the Series 2022 Bonds then Outstanding resulting from failure to deposit into the Debt Service Account sufficient funds to pay such Debt Service Requirements as the same become due, and such funds are hereby appropriated for such purpose.

**Section 3.05. Series 2022 Excess Investment Earnings Account.** The Director of Finance shall transfer into and pay from the Series 2022 Excess Investment Earnings Account hereby created within the Wastewater Fund the amount of required arbitrage rebate, if any, due to the federal government pursuant to Section 148(f)(2) of the Tax Code, and the applicable Treasury regulations (the "Regulations") promulgated thereunder. The Director of Finance shall determine such amounts in the manner required by said sections and related regulations and Section 4.01(f) hereof. Transfer of the required arbitrage rebate amounts shall be made from the Series 2022 Capital Project Account, the Debt Service Account and the Series 2022 Debt Service Reserve Account; provided, however, that required arbitrage rebate payments shall be made to the federal government from legally available funds regardless of whether there are any remaining proceeds or other funds attributable to the Series 2022 Bonds that are available for the purpose.

All amounts in the Series 2022 Excess Investment Earnings Account, including income earned from investment thereof, shall be held by the Director of Finance free and clear of any lien created by this Series Ordinance, and the Director of Finance shall remit the same to the federal government from time to time as provided in Section 4.01(f) hereof; provided that any amounts remaining in the Series 2022 Excess Investment Earnings Account after payment of, or in excess of, all arbitrage rebate payments reasonably expected to be due in connection with the Series 2022 Bonds shall be available for any lawful purpose of the Enterprise or the City. The amounts, if any, in the Series 2022 Excess Investment Earnings Account are hereby appropriated for such purposes.

## ARTICLE IV

### SERIES 2022 COVENANTS

**Section 4.01. Federal Income Tax Covenants.** In addition to the various covenants made by it in the General Ordinance, the City covenants to and for the benefit of the Owners of the Series 2022 Bonds as follows:

(a) **General.** The City intends that the interest on the Series 2022 Bonds shall be excludable from gross income for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Tax Code, and Regulations. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Series 2022 Bonds to be

includable in gross income, as defined in Section 61 of the Tax Code, for federal income tax purposes. In particular, the City covenants and agrees to comply with each requirement of this Section 4.01; provided, however, that the City shall not be required to comply with any particular requirement of this Section 4.01 if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2022 Bonds or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section 4.01 will satisfy the applicable requirements of the Tax Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's opinion shall constitute compliance with the corresponding requirement specified in this Section 4.01.

(b) **No Private Use or Payment and No Private Loan Financing.** The City covenants and agrees that it will make such use of the proceeds of the Series 2022 Bonds including interest or other investment income derived from Series 2022 Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Series 2022 Bonds will not be "private activity bonds" or be deemed to finance any "private loan" within the meaning of the Tax Code and the Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2022 Bonds are delivered, that the proceeds of the Series 2022 Bonds will not be used in a manner that would cause the Series 2022 Bonds to be "private activity bonds" within the meaning of Section 141 of the Tax Code and the Regulations promulgated thereunder.

(c) **No Federal Guarantee.** The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Series 2022 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code and the applicable Regulations thereunder, except as permitted by Section 149(b)(3) of the Tax Code and such Regulations.

(d) **No Hedge Bonds.** The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Series 2022 Bonds to be "hedge bonds" within the meaning of Section 149(g) of the Tax Code and the applicable Regulations thereunder.

(e) **No Arbitrage.** The City covenants and agrees that it will make such use of the proceeds of the Series 2022 Bonds including interest or other investment income derived from Series 2022 Bond proceeds, regulate investments of proceeds of the Series 2022 Bonds, and take such other and further action as may be required so that the Series 2022 Bonds will not be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code and the applicable Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2022



Bonds are delivered, the City will reasonably expect that the proceeds of the Series 2022 Bonds will not be used in a manner that would cause the Series 2022 Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code and the applicable Regulations promulgated thereunder.

(f) **Arbitrage Rebate.** If the City does not qualify for an exception to the requirements of Section 148(f) of the Tax Code relating to the required rebate to the United States of America, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Series 2022 Bonds (within the meaning of Section 148(f)(6)(B) of the Tax Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Series 2022 Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Series 2022 Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City; (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Series 2022 Bonds which is required to be rebated to the federal government; and (iii) pay, not less often than every fifth anniversary date of the delivery of the Series 2022 Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Series 2022 Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) **Information Reporting.** The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the fifteenth day of the second calendar month after the close of the calendar quarter in which the Series 2022 Bonds are issued, an information statement concerning the Series 2022 Bonds, all under and in accordance with Section 149(e) of the Tax Code and the applicable Regulations promulgated thereunder.

(h) **Continuing Obligation.** Notwithstanding any other provision of this Series Ordinance, the City's obligations under the covenants and provisions of this Section 4.01 shall survive the defeasance and discharge of the Series 2022 Bonds.

**Section 4.02. Liquidity Requirement.** Only to the extent provided by Final Terms Certificate, the City shall have an unrestricted and unencumbered cash balance in the Wastewater Fund, as of the end of each Fiscal Year, at least equal to the Liquidity Requirement. The Liquidity Requirement shall be calculated at the close of each Fiscal Year for the ensuing Fiscal Year, and shall be an amount, if any, established by Final Terms Certificate, not exceeding three months' average Operation and Maintenance Expenses of the System, based upon the adjusted budget for the ensuing Fiscal Year. This Section imposes no requirement that the City maintain such amounts between the

annual test dates. The failure to meet the Liquidity Requirement shall not constitute an Event of Default hereunder so long as the City is making reasonable efforts to meet the Liquidity Requirement or restore the cash balances of the Wastewater Fund to the Liquidity Requirement.

## ARTICLE V

### MISCELLANEOUS

**Section 5.01. Sale of Series 2022 Bonds.** The Series 2022 Bonds shall be sold to the Purchaser at competitive sale at a price, to be determined by a Final Terms Certificate, not less than 100% of their principal amount plus accrued interest to the date of their delivery to the Purchaser. The Mayor and the Clerk, on behalf of the Enterprise, are authorized pursuant to this Series Ordinance and a Final Terms Certificate to take all such actions as reasonably required for the purpose of specifying the terms and conditions of sale of the Series 2022 Bonds and effecting their delivery to the Purchaser.

**Section 5.02. Character of Agreement.** None of the covenants, agreements, representations or warranties contained herein or in the Series 2022 Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except for the special funds pledged therefor) or against the general credit of the City payable out of its general funds or out of any funds derived from its general property taxes.

**Section 5.03. No Pledge of Property.** The payment of the Series 2022 Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City except for the Net Pledged Revenues and other funds expressly pledged hereunder. No property of the City, subject to such exception with respect to the Net Pledged Revenues and other funds, as provided herein and in the General Ordinance, shall be liable to be forfeited or taken in payment of the Series 2022 Bonds.

**Section 5.04. Delegated Duties.** The officers of the City are hereby authorized and directed to enter into such agreements and take all action necessary or appropriate to effectuate the provisions of this Series Ordinance and to comply with the requirements of law, including, without limitation:

(a) **Preparation of Series 2022 Bonds.** The preparation of the Series 2022 Bonds, including the printing upon or attachment to each such Bond of a copy of the approving legal opinion of bond counsel, duly certified by the Registrar;

(b) **Execution, Registration and Delivery of Series 2022 Bonds.** The execution and registration of the Series 2022 Bonds and the delivery of the Series 2022 Bonds to the Purchaser pursuant to the provisions of this Series Ordinance;

(c) **Information.** The assembly and dissemination of financial and other information concerning the City and the Series 2022 Bonds;

(d) **Official Statement and Continuing Disclosure Undertaking.** The preparation of an Official Statement for the use of prospective buyers of the Series 2022 Bonds, including, without limitation, the Purchaser and in connection therewith, the delivery and performance of the Continuing Disclosure Undertaking; and

(e) **Closing Certificates.** The execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia, to:

(i) the signing of the Series 2022 Bonds;

(ii) the tenure and identity of the officials of the City;

(iii) if in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Series 2022 Bonds;

(iv) the excludability of interest on the Series 2022 Bonds from gross income for federal income tax purposes and the exemption of such interest from State income tax;

(v) the delivery of the Series 2022 Bonds and the receipt of the Series 2022 Bond purchase price; and

(vi) the accuracy and adequacy of information provided in the Official Statement prepared for prospective buyers of the Series 2022 Bonds.

(f) **Paying Agent and Registrar Agreement.** The preparation and execution of a paying agent and registrar agreement, if any, concerning the services and compensation of the Paying Agent, Registrar and Transfer Agent.

**Section 5.05. Preliminary Official Statement; Official Statement.** The proposed form of Preliminary Official Statement of the City relating to the issuance and sale of the Series 2022 Bonds has been presented to the meeting of the Council at which this Ordinance is approved on first introduction and is on file in the office of the City Clerk. The Preliminary Official Statement, in substantially the form so presented with such additional changes as are made prior to final passage of this Ordinance, is hereby deemed by the City to be a “nearly final official statement” for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The distribution and use by the Purchaser for the reoffering of the Series 2022 Bonds to the public of the final Official Statement, in substantially the form of the Preliminary Official Statement, but with such amendments, additions and deletions as are consistent with the facts, as are not inconsistent herewith and as are approved by the Mayor as evidenced by the Mayor’s execution of the Official Statement, is hereby authorized and approved, and the Mayor is authorized to sign the final Official Statement on behalf of the City.

**Section 5.06. Paying Agent, Registrar and Transfer Agent Provisions.** In the event the acting Paying Agent, Registrar and Transfer Agent(s) is a corporate bank(s) or trust(s) and not an authorized officer of the City, such corporate bank(s) or trust(s) shall serve as the initial Registrar, Paying Agent and/or Transfer Agent for the Series 2022 Bonds, and the Director of Finance and designees of the Director of Finance shall be authorized

representatives of the City for purposes of providing direction to the Paying Agent, Registrar and Transfer Agent. Upon 30 days' prior written notice to the Owners, the Paying Agent (or any successor) may resign as Registrar, Paying Agent or Transfer Agent, or all (provided that no such resignation shall be effective until a successor Registrar, Paying Agent and Transfer Agent is appointed), and the City shall appoint a successor Registrar, Paying Agent or Transfer Agent, or all, which successor Registrar, Paying Agent or Transfer Agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and profits), however denominated, not less than \$10,000,000. It shall not be required that the same institution serve as Registrar, Paying Agent and Transfer Agent hereunder, but the City shall have the right to have the same institution serve as Registrar, Paying Agent and Transfer Agent hereunder

**Section 5.07. Successors.** Whenever herein the City is named or is referred to, such provision shall be deemed to include any successors of the City, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agency, instrumentality or other Person or Persons to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City or of its respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

**Section 5.08. Rights and Immunities.** Except as herein otherwise expressly provided, nothing herein expressed or implied is intended or shall be construed to confer upon or to give to any Person, other than the City, and the Owners from time to time of the Series 2022 Bonds, any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All of the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, and any Owner of any of the Series 2022 Bonds.

No recourse shall be had for the payment of the Debt Service Requirements of the Series 2022 Bonds or for any claim based thereon or otherwise upon this Series Ordinance authorizing their issuance or any other ordinance or instrument pertaining thereto, against any individual member of the Council or the Water and Sewer Board, or any officer or other agent of the City or the Enterprise, past, present or future, either directly or indirectly through the City, or otherwise, whether by virtue of any constitution, statute or rule of law or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Series 2022 Bonds and as a part of the consideration of their issuance specially waived and released.

**Section 5.09. Ratification.** All action not inconsistent with the provisions of this Series Ordinance heretofore taken by the City or its officers, and otherwise by the City directed toward the Series 2022 Capital Project, the adoption of this Ordinance or the issuance of the Series 2022 Bonds for the purposes described herein is hereby ratified, approved and confirmed.

**Section 5.10. Facsimile Signatures.** Pursuant to the Uniform Facsimile Signature of public Officials Act, Part 1, Article 55, Title 11, C.R.S., as amended, the Mayor and the City Clerk may forthwith, and in any event prior to the time the Series 2022 Bonds are delivered to the Purchaser, file with the Colorado Secretary of State their manual signatures certified by them under oath.

**Section 5.11. Ordinance Irrepealable.** This Series Ordinance is, and shall constitute, a legislative measure of the City and after any of the Series 2022 Bonds are issued, this Series Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Series 2022 Bonds; and this Series Ordinance, if any Series 2022 Bonds are in fact issued, shall be and shall remain irrepealable until the Series 2022 Bonds, as to all Debt Service Requirements, shall be fully paid, cancelled and discharged, as herein provided.

**Section 5.12. Repealer.** All ordinances, resolutions, bylaws, orders, and other instruments, or parts thereof, inconsistent herewith, except the General Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw, order, or other instrument, or part thereof, heretofore repealed.

**Section 5.13. Severability.** If any section, paragraph, clause or other provision of this Series Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Series Ordinance.

**Section 5.14. Effective Date; Expiration.** This Series Ordinance shall take effect five days after publication following final passage. This Series Ordinance shall expire to the extent that the Series 2022 Bonds authorized herein are not issued by December 31, 2022.

**Section 5.15. Publication.** Pursuant to Section 3.17(f) of the Charter of the City, this Series Ordinance, if not amended in substance after first reading hereof, shall be published after second reading and final passage either by title or in full, as the Council may determine.

**Section 5.16. Disposition of Ordinance.** This Series Ordinance, immediately on its final passage, shall be numbered and recorded in the Book of Ordinances kept for that purpose, authenticated by the signatures of the Mayor and Clerk, and shall be published as required by law and the Charter.

INTRODUCED, READ AND ORDERED PUBLISHED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ATTEST

THE CITY OF GREELEY, COLORADO

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

\_\_\_\_\_  
Mayor

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

Item No. 15.

**KUTAK ROCK LLP**  
**DRAFT 11/17/2021**

**PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY \_\_, 2022**

**NEW ISSUE**  
**BOOK-ENTRY-ONLY**

**RATING: S&P: “[ ]”**  
**See “RATING”**

*In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein.*

\$ \_\_\_\_\_ \*

**City of Greeley, Colorado**  
acting by and through its  
**Sanitary Water Enterprise**

**First-Lien Sewer Improvement Revenue Bonds, Series 2022**

**Dated: Date of Delivery**

**Due: August 1, as shown below**

The First-Lien Sewer Improvement Revenue Bonds, Series 2022 (the “Series 2022 Bonds”) will be issued in fully registered book-entry-only form in denominations of \$5,000 or integral multiples thereof. The Series 2022 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), securities depository for the Series 2022 Bonds. Individual purchases are to be made in book-entry-only form in authorized denominations. Purchasers, as Beneficial Owners, will not receive certificates evidencing their ownership interest in the Series 2022 Bonds. Interest is payable August 1, 2022 and semiannually thereafter each February 1 and August 1 to and including the maturity dates shown below, unless the Series 2022 Bonds are redeemed earlier.

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>CUSIP<sup>1,⊗</sup></u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>CUSIP<sup>1,⊗</sup></u>
2022	\$	%		392532	2033	\$	%		392532
2023				392532	2034				392532
2024				392532	2035				392532
2025				392532	2036				392532
2026				392532	2037				392532
2027				392532	2038				392532
2028				392532	2039				392532
2029				392532	2040				392532
2030				392532	2041				392532
2031				392532	2042				392532
2032				392532					

The Series 2022 Bonds are issued for the purpose of financing the acquisition and construction of additions and improvements to the sanitary sewer system (the “System”) operated by the Sanitary Water Enterprise of the City (the “Enterprise”). The Series 2022 Bonds are special, limited obligations of the City, acting by and through the Enterprise, and are payable solely from certain net pledged revenues, consisting of the net revenues of the System remaining after the payment of operation and maintenance expenses. See “SECURITY FOR THE SERIES 2022 BONDS—Security and Flow of Funds.” THE SERIES 2022 BONDS ARE NOT A DEBT, INDEBTEDNESS OR MULTIPLE FISCAL YEAR FINANCIAL OBLIGATION OF THE CITY AND ARE NOT PAYABLE IN WHOLE OR IN PART FROM THE PROCEEDS OF GENERAL PROPERTY TAXES OR ANY OTHER FORM OF TAXATION.

**The Series 2022 Bonds are subject to redemption as described under the caption “THE SERIES 2022 BONDS—Redemption.”**

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

The Series 2022 Bonds are offered when, as and if issued, subject to approval of validity by Kutak Rock LLP, Denver, Colorado, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Douglas Marek, Esq., City Attorney. Hilltop Securities Inc. has acted as financial advisor to the City in connection with the Series 2022 Bonds. Delivery of the Series 2022 Bonds through DTC in New York, New York, is expected on or about February \_\_, 2022.

**SELLING:** February \_\_, 2022  
**MANNER OF SALE:** Parity  
**FINANCIAL ADVISOR:** Hilltop Securities, Inc.

**The date of this Official Statement is February \_\_, 2022**

\* Preliminary; subject to change.

<sup>1</sup> The City assumes no responsibility for the accuracy of the CUSIP number, which is included solely for the convenience of owners of the Series 2022 Bonds.

<sup>2</sup> Priced to yield to the earliest date of optional redemption at par of August 1, 20\_\_.

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dealer, broker, salesman or other person has been authorized to give any information or to make any representations not contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2022 Bonds, in any jurisdiction in which such an offer or solicitation is not authorized or in which it is unlawful to make such an offer or solicitation. The information and expressions of opinion set forth herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall create any implication that there has been no change in the affairs of the City or in any other matter since the date hereof.

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**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE HAS APPROVED OR DISAPPROVED THE SERIES 2022 BONDS OR THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**



**SUMMARY OF THE OFFICIAL STATEMENT**

**The City** ..... The City of Greeley, Colorado (the “City”) is located in central Weld County approximately 52 miles north of the Denver, Colorado metropolitan area. It currently has an estimated population of 111,146 persons and covers approximately [47.3] square miles. The City was incorporated in 1886. It is a home rule city and operates under a Charter which provides for a council-manager form of government. See “THE CITY.”

**The Series 2022 Bonds** ..... The City of Greeley, Colorado, First-Lien Sewer Improvement Revenue Bonds, Series 2022, in the aggregate principal amount of \$\_\_\_\_\_\* (the “Series 2022 Bonds”) are issued by the City, acting by and through its Sanitary Water Enterprise (the “Enterprise”), and will be delivered in Book-Entry form only through the facilities of The Depository Trust Company, New York, New York.

**Security** ..... The Series 2022 Bonds are special and limited obligations of the City, acting by and through the Enterprise, payable solely out of and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived by the City from the operation of its municipal sanitary sewer system (the “System”) after payment of all necessary and proper costs of efficient operation and maintenance of the System. See “THE SERIES 2022 BONDS—Security.” The Series 2022 Bonds are not general obligations of the City and are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation.

**Redemption**..... The Series 2022 Bonds will be subject to redemption prior to maturity as described under the caption “THE SERIES 2022 BONDS—Redemption.”

**The Sanitary Water Enterprise** ..... The Enterprise was organized to facilitate the operation of the System on a fully self-supporting basis and operates as a City-owned business. The City Council and the Greeley Water and Sewer Board (the “Board”) manage the Enterprise. See “THE ENTERPRISE.”

**The System**..... The System was constructed for the purpose of providing sanitary sewer facilities and services to persons and property both inside and outside the City. It includes a collection system, lift stations and treatment facilities. Owners of all improved properties in the City (and certain properties outside the City) are served by the System and pay service charges to the Enterprise. See “THE SYSTEM.”

**The Project** ..... The Series 2022 Bonds are being issued for the purpose of acquiring and constructing additions and improvements to the System (the “Series 2022 Capital Project”).

\* Preliminary; subject to change.

**Constitutional Limitations  
on Taxes, Revenues,  
Borrowing and Spending.....**

In 1992, the Colorado Constitution was amended to impose substantial limitations, including voter approval requirements, upon the taxes, revenues, borrowing and spending of the State and local governments. The Series 2022 Bonds are permitted to be issued without voter approval under the provisions of such amendment which exclude “enterprises” and their bonds from such limitations. See “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING.”

**Tax Treatment of Interest  
on the Series 2022 Bonds .....**

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTER” herein.

**Professionals .....** The following professionals are participating in the initial offering of the Series 2022 Bonds:

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

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

**Underwriter:**

Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

**Additional Information;  
Continuing Disclosure**

**Undertaking**..... Additional information concerning the City, the Enterprise and the Series 2022 Bonds may be obtained from the Finance Director of the City at 1000 10<sup>th</sup> Street, Greeley, Colorado 80631, Telephone: (970) 350-9732, or from the Underwriter, at the address and telephone number shown above. Pursuant to Securities and Exchange Commission Rule 15c2-12, the City will enter into an undertaking to provide certain information concerning the Series 2022 Bonds on a continuing basis. See “THE SERIES 2022 BONDS—Continuing Disclosure Undertaking.”

**THE FOREGOING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE DETAILED INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT. EACH PROSPECTIVE INVESTOR SHOULD READ THE OFFICIAL STATEMENT IN ITS ENTIRETY TO MAKE AN INFORMED INVESTMENT DECISION.**

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## OFFICIAL STATEMENT

**Relating to:**

\$ \_\_\_\_\_ \*

**City of Greeley, Colorado  
acting by and through its  
Sanitary Water Enterprise**

**First-Lien Sewer Improvement Revenue Bonds, Series 2022**

### INTRODUCTION

#### **Generally**

This Official Statement, including its cover page and appendices, is provided in connection with the issuance by the City of Greeley, Colorado (the “City”) acting by and through its Sanitary Water Enterprise (the “Enterprise”) of \$ \_\_\_\_\_ \* aggregate principal amount of First-Lien Sewer Improvement Revenue Bonds, Series 2022 (the “Series 2022 Bonds”). The Series 2022 Bonds will be issued under a Sewer System General Revenue Bond Ordinance (the “General Ordinance”) adopted by the City Council (the “Council”), a Series 2022 First-Lien Sewer Improvement Revenue Bond Ordinance (the “Series Ordinance”) adopted by the Council, acting as such and as the governing body of the Enterprise, supplemented, as to certain final terms of the Series 2022 Bonds, by a Final Terms Certificate executed by the City’s Director of Finance (the “Final Terms Certificate” and, collectively with the General Ordinance and the Series Ordinance, the “Bond Ordinances”). The term “City” as used in this Official Statement refers to the City and, where appropriate, to the City acting by and through the Enterprise. The City is a political subdivision of the State of Colorado (the “State”) organized and existing as a home-rule municipality under the laws of the State and a home rule charter (the “Charter”).

The Series 2022 Bonds will be payable solely from and secured by (i) an irrevocable pledge of and first lien upon the Net Pledged Revenues (as defined herein), and (ii) all funds, accounts and other property pledged by the City under the Series Ordinance. For a definition of the term “Net Pledged Revenues,” see “SECURITY FOR THE SERIES 2022 BONDS—Security and Flow of Funds.” The Series 2022 Bonds will be secured on a parity-lien basis with the City’s outstanding First-Lien Sewer Improvement Revenue Bonds, Series 2015 (the “Series 2015 Bonds”) and its First-Lien Sewer Improvement Revenue bonds, Series 2018 (the “Series 2018 Bonds”).

THE SERIES 2022 BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY AND ARE NOT PAYABLE IN WHOLE OR IN PART FROM THE PROCEEDS OF GENERAL PROPERTY TAXES OR ANY OTHER FORM OF TAXATION.

#### **Plan and Purpose of Financing**

The Series 2022 Bonds are being issued for the purpose of financing a portion (the “Series 2022 Capital Project”) of a larger program of capital additions to the sanitary sewer system (the “System”) operated by the Enterprise, being undertaken with a combination of bond proceeds and other funds, for the purpose of increasing the System’s capacity to serve customers, replacing older components of the System and improving the reliability of the System. See “USE OF PROCEEDS—Sources and Uses of Funds.”

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\* Preliminary; subject to change.

The references to and summaries of provisions of the Constitution and laws of the State and the descriptions of documents included herein do not purport to be complete and are qualified in their entirety by reference to the complete provisions thereof, copies of which are available from the City, or through the Underwriter during the period of the initial offering of the Series 2022 Bonds.

Capitalized terms used and not defined herein shall have the respective meanings specified in APPENDIX B hereto.

### **FORWARD-LOOKING STATEMENTS**

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS RELATING TO FUTURE RESULTS THAT ARE “FORWARD-LOOKING STATEMENTS” AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS “ESTIMATE,” “FORECAST,” “INTEND,” “EXPECT,” “PROJECTED” AND SIMILAR EXPRESSIONS IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. ANY PROJECTION IS SUBJECT TO SUCH UNCERTAINTIES. INEVITABLY, SOME ASSUMPTIONS USED TO DEVELOP THE PROJECTIONS WILL NOT BE REALIZED AND UNANTICIPATED EVENTS AND CIRCUMSTANCES WILL OCCUR. THEREFORE, IT CAN BE EXPECTED THAT THERE WILL BE DIFFERENCES BETWEEN PROJECTIONS AND ACTUAL RESULTS, AND THOSE DIFFERENCES MAY BE MATERIAL.

### **THE SERIES 2022 BONDS**

#### **Description of the Series 2022 Bonds**

The Series 2022 Bonds are special and limited obligations of the City, acting by and through the Enterprise, and are issued for the purpose of financing a portion of the Series 2022 Capital Project. The Series 2022 Bonds are in the denominations, bear interest, mature, and are subject to the other terms and conditions stated on the cover page hereof.

#### **Authority for Issuance**

The Series 2022 Bonds are issued under authority of the Charter and Chapter 14.04 of the Greeley Municipal Code (the “Enterprise Ordinance”). Under the Enterprise Ordinance, the City has designated its sewer and sanitary sewer activities as an “enterprise” for purposes of Article X, Section 20 of the Colorado Constitution. See “THE ENTERPRISE.” As bonds of an enterprise, the Series 2022 Bonds are authorized to be issued without approval by the electors of the City. See “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING.”

#### **Registration and Payment**

The Series 2022 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), as securities depository for the Series 2022 Bonds. For so long as the Series 2022 Bonds are in book-entry form, the principal of and interest on the Series 2022 Bonds will be payable at the office of Zions Bancorporation, National Association, or its successors, as paying agent and registrar (the “Paying Agent”). Interest on the Series 2022 Bonds is payable by wire transfer to Cede & Co. upon written instruction or by check or draft mailed by the Paying Agent to the registered owners of the Series 2022 Bonds whose names and addresses appear in the registration books of the City on the Regular Record Date, i.e., the fifteenth day, whether or not a business day, of the calendar month preceding the interest

payment date. Under certain circumstances a Special Record Date may be fixed by the Paying Agent to determine ownership of the Series 2022 Bonds for the purpose of paying interest not paid when due or interest accruing after maturity.

### **Book-Entry-Only System**

DTC will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Series 2022 Bond will be issued for each maturity of the Series 2022 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. For information regarding DTC see "APPENDIX F—INFORMATION RELATED TO BOOK-ENTRY-ONLY SYSTEM."

### **Redemption**

The Series 2022 Bonds are subject to redemption prior to maturity as follows:

**Optional Redemption.** Series 2022 Bonds maturing on August 1, 20\_\_ and thereafter are subject to optional redemption, at the option of the City, prior to maturity, on August 1, 20\_\_ or any date thereafter, in whole or in part, and if in part in such order of maturity as the City shall determine and by lot within maturities, at a redemption price of par plus accrued interest to the redemption date, without redemption premium.

**Notice of Redemption.** Notice of redemption of any Series 2022 Bonds is to be given by the Paying Agent by sending a copy of such notice by electronic means or first-class mail, postage prepaid, at least 30 days prior to the redemption date, to the Underwriter and to the registered owner of each Series 2022 Bond all or a portion of which is called for prior redemption, at his or her address as it last appears on the registration records kept by the Paying Agent. For so long as the Series 2022 Bonds are in book-entry form, any such redemption notice may be given, in lieu of such mailing, by sending a copy thereof by electronic means to DTC or its designee. Failure, as to any Series 2022 Bond, to send such notice as provided above, or any defect therein, does not affect the validity of the proceedings for the redemption of any other Series 2022 Bonds. Any failure of DTC to advise any Participant, or of any Participant or in direct participant to notify the Beneficial Owner, of any such notice and its content or effect does not affect the validity of the redemption of the Series 2022 Bonds called for redemption or any other action premised on that notice.

In the event of a call for redemption, the City's notification to DTC initiates DTC's standard call procedure. In the event of a partial call, DTC's practice is to determine by lot the amount of the interest of each Participant in the Series 2022 Bonds to be redeemed, and each such Participant then selects by lot the ownership interest in such Series 2022 Bonds to be redeemed. When DTC and Participants allocate the call, the Beneficial Owners of the book-entry interests called are to be notified by the broker or other organization responsible for maintaining the records of those interests and subsequently credited by that organization with the proceeds once the Series 2022 Bonds are redeemed.

### **Continuing Disclosure Undertaking**

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

The specific information required to be provided by the City under the Continuing Disclosure Undertaking includes: (a) notice of the occurrence of any of the events enumerated in the Rule; (b) annual audited financial statements; and (c) annual operating results with respect to the data provided in Tables VI, VII, VIII, IX and X herein. [confirm]

The City has entered into numerous continuing disclosure undertakings in connection with other bond issues. In connection with the preparation of a previous Official Statement, it came to the attention of the City that certain material event notices and financial and operating information were not provided as specified in such past undertakings. The City has filed supplemental information together with the notices required by the Rule and has modified its compliance procedures to ensure compliance with the requirements of its continuing disclosure undertakings. Failure to perform the Continuing Disclosure Undertaking does not constitute an Event of Default under the Ordinances, but any such failure may materially and adversely affect secondary market trading in the Series 2022 Bonds. [Kutak to review 5-year compliance]

## SECURITY FOR THE SERIES 2022 BONDS

### Security and Flow of Funds

***The General Ordinance and the Series Ordinance.*** The Series 2022 Bonds are to be issued pursuant to a Sewer System General Revenue Bond Ordinance (the “General Ordinance”) and a Series 2022 First-Lien Sewer Improvement Revenue Bond Ordinance (the “Series Ordinance”), adopted by the City Council, acting as such and as the governing body of the Enterprise, supplemented, as to certain final terms of the Series 2022 Bonds, by a final terms certificate executed by the Director of Finance (the “Final Terms Certificate” and, together with the General Ordinance and the Series Ordinance, the “Bond Ordinances”). The Bond Ordinances provide for the security and sources of payment of the Series 2022 Bonds and direct the application of the proceeds of the Series 2022 Bonds as follows: (a) a portion of the Series 2022 Bond proceeds is to be deposited in the Series 2022 Capital Project Account (the “Series 2022 Capital Project Account”) for the purpose of financing the Series 2022 Capital Project described under the caption “USE OF PROCEEDS—Sources and Uses of Funds”; and (b) a portion of the Series 2022 Bond proceeds is to be applied to the payment of the costs of issuance of the Series 2022 Bonds. The Bond Ordinances provide that they are irrevocable until the Series 2022 Bonds and the interest thereon are fully paid. There follow brief summaries of certain material provisions of the Bond Ordinances.

***Pledged Revenues and Flow of Funds.*** The General Ordinance defines the System to include the System presently owned and operated by the City, acting by and through the Enterprise, together with all Equipment and Improvements to the System (but excluding Special Facilities) and any other property or facilities specifically added to the System by ordinance of the City Council. The Income of the System is defined in the General Ordinance to include all rates, fees, or charges for services furnished by, or the direct or indirect use of the System, together with any interest income of the System attributable to the investment of moneys in the accounts created in the General Ordinance and not specifically excluded from the lien of the General Ordinance, and subject to certain exclusions enumerated in the full text of the definition of “Income” in APPENDIX B hereto. See “THE SYSTEM—Sources of Revenue.”

The General Ordinance establishes a special account (the “Income Account”) into which is to be deposited all Income. The Income Account may be maintained as a subfund, account or subaccount of the Sewer Enterprise Fund.

The Income on deposit in the Income Account is to be deposited and applied in the following order of priority:

FIRST, to the payment of necessary and proper costs of operating and maintaining the System (“Operation and Maintenance Expenses”) as they become due (the Income less such Operation and Maintenance Expenses being referred to as the “Net Pledged Revenues”);

SECOND, to the Debt Service Account in monthly installments sufficient to pay any interest accrued and due on the next interest payment date and a ratable portion of the next installment of principal, if any, on the Series 2022 Bonds and similar installments with respect to any outstanding parity securities;

THIRD, to the payment of the Debt Service Requirements of obligations having a lien on the Net Pledged Revenues subordinate to the lien of the Series 2022 Bonds and other outstanding First Lien Revenue Obligations; and

FOURTH, to any other lawful purpose determined by the City Council, acting as the governing body of the Enterprise.

Moneys in any or all of the foregoing accounts may, to the extent provided by the Final Terms Certificate, be made subject to transfer to an Excess Investment Earnings Account. In order to give effect to the requirements of both the Greeley Municipal Code and the General Ordinance, the City may, to the extent necessary, advance, subject to reimbursement, moneys required for the payment of Operation and Maintenance Expenses from funds earmarked for Improvements or Capital Projects, and may also, to the extent necessary, advance, subject to reimbursement, Net Pledged Revenues required for the payment of Debt Service Requirements of Obligations from funds earmarked for Operation and Maintenance Expenses. Nothing in the General Ordinance prevents the City from creating subfunds or subaccounts for the purpose of recording payments and accumulations in a manner consistent with the accounting principles which may be employed by the City from time to time.

**Rate Maintenance.** In the General Ordinance, the City covenants, among other things, to prescribe, revise and collect fair and reasonable rates, fees and charges for use of the System which shall produce Income sufficient, together with any other moneys legally available therefor and credited to the Income Account, to make the payments and accumulations required by the Ordinances; and which shall produce Net Pledged Revenues in each ensuing Fiscal Year at least equal to the sum of 125% of the Combined Annual Debt Service Requirements of all Outstanding First-Lien Revenue Obligations and 105% of the Combined Annual Debt Service Requirements of all Outstanding Subordinate Revenue Obligations, plus any amounts required to meet then existing deficiencies pertaining to any fund or account relating to the Net Pledged Revenues or any securities payable therefrom. For purposes of compliance with the Ordinances, including the Rate Maintenance Covenant, there may be counted as Income any funds contributed to the System by the City.

**First-Lien Bonds.** Pursuant to the General Ordinance, the Series 2022 Bonds and any Additional First-Lien Revenue Obligations constitute a first and prior (but not necessarily exclusive) lien on the Net Pledged Revenues. The Series 2022 Bonds are secured on a parity-lien basis with the Series 2015 bonds and the Series 2018 Bonds.

**Additional Obligations.** Additional Obligations may be issued, subject to certain provisions of the Bond Ordinances.

The General Ordinance prohibits the issuance of Obligations having a claim to the Income prior or superior to that of the Series 2022 Bonds. Subordinate securities may be issued at any time.



The Series 2022 Bonds are being issued on a parity with the Series 2015 Bonds and the Series 2018 Bonds (both as defined in APPENDIX B hereto) (collectively, the “Parity Obligations”). Additional First-Lien Revenue Obligations may be issued provided that, at the time of their issuance: (a) the City is not in default under the provisions of the Bond Ordinances; and (b) the Net Pledged Revenues for the last complete Fiscal Year or any 12 consecutive whole months out of the last 18 prior to the issuance of the proposed Additional First-Lien Revenue Obligations, as certified by the City Manager or a Consulting Engineer or Independent Accountant, must have been equal to at least 125% of the Maximum Annual Debt Service Requirements of the Series 2022 Bonds and Additional First-Lien Revenue Obligations then Outstanding and the Additional First-Lien Revenue Obligations proposed to be issued. If any adjustment in System rates or fees is to be effective during or prior to any Fiscal Year in which the Maximum Annual Debt Service Requirements occur, the Net Pledged Revenues may be adjusted to reflect the Net Pledged Revenues which would have been produced had the modified rates been in effect throughout such Fiscal Year.

For a more detailed description of the Bond Ordinances, see APPENDIX B hereto.

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**Debt Service Requirements**

The following table shows the debt service requirements of the Series 2022 Bonds and the debt service requirements of the City’s Parity Obligations.

**TABLE I  
Debt Service Requirements <sup>1</sup>**

<b>Fiscal Year Ending December 31 *</b>	<b>Principal *</b>	<b>Interest</b>	<b>Total</b>	<b>Parity Obligations <sup>2</sup></b>	<b>Combined Debt Service</b>
2022	\$	\$	\$	\$	\$
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
	\$	\$	\$	\$	\$

\* Preliminary; subject to change.

<sup>1</sup> Figures have been rounded.

<sup>2</sup> Includes scheduled debt service on the Series 2015 Bonds and the Series 2018 Bonds.

Source: The Financial Advisor

**Debt Service Coverage**

For the years 2016-2020 (the City’s fiscal year being the calendar year), the following table shows Net Pledged Revenues (see “APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL ORDINANCE AND THE SERIES ORDINANCE—Definitions”) and coverage ratios (i) with respect to historic actual debt service in each such year on Parity Obligations and (ii) with respect to projected maximum annual debt service on the Series 2022 Bonds and Parity Obligations (“Projected Maximum Annual Debt Service”). Outstanding Parity Obligations include the Series 2015 Bonds and Series 2018 Bonds. See “SECURITY FOR THE SERIES 2022 BONDS—Security and Flow of Funds—Additional Obligations.”

**TABLE II  
Net Revenues and Debt Service Coverage**

	2016	2017	2018	2019	2020
Net Pledged Revenues					
Operating Revenues	\$9,272,219	\$9,468,679	\$10,011,565	\$10,394,878	\$11,084,681
Plant Investment Fees	2,246,610	1,235,048	3,095,450	2,243,300	979,155
Other Non-Operating Revenues <sup>1</sup>	1,742,251	7,967,494	5,294,230	7,049,417	7,086,883
(Less) Operations and Maintenance <sup>2</sup>	(8,719,700)	(5,739,521)	(6,327,024)	(7,936,302)	(6,525,415)
Total	\$	\$	\$	\$	\$
Historic Actual Debt Service	\$	\$	\$	\$	\$
Debt Service Coverage	X	X	X	X	X
Maximum Annual Debt Service	\$	\$	\$	\$	\$
Debt Service Coverage	X	X	X	X	X

<sup>1</sup> Includes investment income, rents, oil and gas royalties and other non-operating revenue.

<sup>2</sup> Does not include depreciation.

Source: City audited financial statements, the City and the Financial Advisor

**USE OF PROCEEDS**

**Sources and Uses of Funds**

The City estimates the following sources and uses of funds in connection with the sale of the Series 2022 Bonds:

<b>Sources:</b>	
Principal Amount of Series 2022 Bonds .....	\$
Premium.....	
Total Sources.....	\$
<b>Uses:</b>	
Project Account .....	\$
Costs of Issuance <sup>1</sup> .....	
Underwriting Discount .....	
Total Uses.....	\$

<sup>1</sup> Includes legal, printing, financial advisor and ratings.

### **The Series 2022 Capital Project**

The net proceeds of the Series 2022 Bonds are to be used to pay expenses of issuance of the Series 2022 Bonds and to finance the Series 2022 Capital Project.

The Series 2022 Capital Project represents a portion of a comprehensive program of additions and improvements to the System being carried out with a combination of Series 2022 Bond proceeds and other funds for the purpose of increasing the System’s reliability, replacing older components of the System and adding capacity to serve customers. The Series 2022 Capital Project includes expenditures for **the expansion and replacement of various System components.**

## **THE ENTERPRISE**

### **The Board**

The Charter establishes the Board and provides that the Board has the power and duty to (i) annually establish minimum sewer rates (which may not be lowered by the City Council) sufficient to pay for all operation and maintenance of the System, all debt service requirements, and any additions to a reserve account to offset depreciation, and (ii) acquire, develop, convey, lease and protect the City’s sewer assets, supplies and facilities.

The Charter provides that all funds received from sewer rates are to be used only for the operation, maintenance, replacement of and additions to the System. The Board recommends a separate annual System budget to the City Manager, and also submits long-term capital plans for the System to the City Council. The Charter expressly authorizes the conduct of the System as an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution; see “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING.” (The Charter contains similar provisions, and the Board has similar powers and duties with respect to the City’s water system, which is a separate enterprise.)

[Remainder of Page Left Intentionally Blank]

The Board has ten members, seven of whom are appointed by the City Council for five-year terms. The other three members are the Mayor, the City Manager, and the Director of Finance, who are nonvoting members. The Board annually elects an appointed member as its chairman. The present appointed Board members, their respective terms of office, length of service on the Board, and principal occupations are as follows:

<b>Board Member</b>	<b>Present Term Expires (June)</b>	<b>Years on the Board</b>	<b>Principal Occupation</b>
Harold Evans, Chairman	2023	24	Builder/Developer
Mick Todd, Vice Chairman	2023	23	President—Real Estate Management Company
Fred Otis	2024	16	Attorney
Joe Murphy	2025	11	Real Estate Agent
Tony Miller	2023	8	Banking
Manuel Sisneros	2024	7	Retired Business Owner
Cheri Witt-Brown	2026	1	Business Owner

The Board is advised by City Attorney Douglas Marek, Environmental and Water Resources Assistant City Attorneys Jerrae Swanson, Dan Biwer and Aaron Goldman, and is also represented in certain matters by independent legal counsel appointed by the Board.

### **The Water and Sewer Department**

**Director of the Water and Sewer Department.** Sean Chambers is the Director of the City’s Water and Sewer Department. The Director of the Water and Sewer Department oversees the operation and maintenance of the City’s separate water and sanitary sewer systems. Mr. Chambers coordinates and guides the Water and Sewer Department’s legislative positions, Mr. Chambers earned his Bachelors of Science in Agricultural and Natural Resource Economics from Colorado State University and has more than 20 years of professional experience developing and managing municipal water systems in the State. Mr. Chambers is a 2013 alumnus of the Colorado Foundation for Water Education’s Water Leaders, and he is an experienced leader in the municipal water utility sector. Mr. Chambers has been employed by the City since 2018. He was previously President of the Pikes Peak Regional Water Authority, managed a couple of special district water providers and worked as a water resource planning and economic consultant.

**Deputy Director of Water Resources.** Adam Jokerst serves as Deputy Director for Water Resources at Greeley, where he oversees a team responsible for long range water supply planning, raw water operations, water acquisition, and water conservation for the Water and Sewer Department. Mr. Jokerst holds bachelor’s degree in Biological and Agricultural Engineering from the University of Arkansas and a master’s degree in Civil Engineering from Colorado State University. He is a registered professional engineer in Colorado and has worked on water resources projects throughout the Western U.S. for nearly 15 years in both the private and public sectors. Mr. Jokerst as worked for the Water and Sewer Department since 2018.

**Deputy Director of Water and Wastewater Operations.** Nina Cudahy is the Deputy Director of Operations and Maintenance with Greeley Water and Sewer. She joined Greeley Water and Sewer in 2019 after working for nearly 17 years the City of Omaha Environmental Quality Control Division where she managed the solid waste program, household hazardous waste program, air quality program, stormwater

program, and the industrial pretreatment program. Nina was a key player in the development of the Papillion Creek Watershed Partnership and managed the watershed monitoring program. She earned a BS in Geology from Tufts University and a Master's in Business Administration from the University of Oregon.

**Chief Engineer.** Adam Prior is the Chief Engineer and is responsible for managing a team of engineers that completes capital and rehabilitation project across the different water and wastewater systems owned and operated by the City. Adam has managed this team as the chief engineer for 6 years and has performed or managed engineering and projects for the City's six raw water reservoirs, three treatment plants, 643 miles of water mains, 365 miles of collection lines, 10 sewer lift stations, and two water pump stations. Mr. Prior has a bachelor's degree in physics and civil engineering, and a masters in civil engineering with a focus on water & wastewater. Adam has 20 years of diverse engineering experience that includes private industrial engineering and operations management, consulting engineering, public sector construction management, and facility construction.

**Utility Finance and Business Manager.** Erik Dial is the Utility Finance and Business Manager for the Water and Sewer Department. He is responsible for water and sewer rate setting, budget development, and financial management of the water and sewer enterprise funds. Mr. Dial oversees the development review function for the Water and Sewer Department and leads the department's efforts to align Greeley's water policy and development requirements. Mr. Dial earned a Bachelor of Forestry degree from Northern Arizona University and a Master of Public Administration and Policy degree from the University of Arizona and has 21 years of municipal utility and finance experience. Mr. Dial has worked for the Water and Sewer Department since 2010.

**Employees.** The Water and Sewer Department is currently staffed with 139 full time equivalent employees, with approximately 38 of those employees allocated to the System. All sewer plant operators, as well as collection system personnel, have the appropriate levels of certification as required by the State Plant Operators Certification Board.

## THE SYSTEM

### General

The wastewater collection and treatment facilities, which are operated as an enterprise, provide sanitary sewer facilities and services to persons and property within the City and to certain persons and property outside the City. These facilities are operated on a fee-for-service basis under a uniform system of rates designed to charge System customers for their relative share of the cost of sanitary sewer services and facilities.

**Wastewater Collection System.** The City provides wastewater service to a population of approximately 109,661. Flows collected within the wastewater collection system are conveyed to the City's wastewater treatment plant known as the Wastewater Treatment and Reclamation Facility ("WTRF"). The wastewater collection system comprises 370.29 miles of pipes and force mains ranging in size from 4-inch to 54-inch in diameter and contains 8,077 manholes. There are also 10 lift stations associated with flow conveyance with capacities ranging from 80 gallons per minute ("gpm") to 1,700 gpm. There is a wide range of pipe materials within the collection system consisting of vitrified clay, reinforced concrete, ductile iron, cast iron, polyvinyl chloride, and high-density polyethylene.

The City is an older city, with some of the collection system dating back to 1889. The average age of the System is 38 years, with 60% of the System being more than 50 years old, and 7% of the System being more than 100 years old.

The City follows a continuing program providing extensive rehabilitation of the wastewater collection system on an on-going basis. Since 1988, 57 miles of the collection system have been rehabilitated using cured-in-place pipe (“CIPP”). During the past three years the amount of line rehabilitated using CIPP has increased by 2.8 miles. In addition, 23,000 linear feet of lines have been replaced since 1980, with an average replacement value of 1,000 linear feet over the last three years. The status of development of the Wastewater Collection System during the past five years is reflected in the following table:

**TABLE III**  
**Wastewater Collection System Development**

Year	Total Sewer Connections	Total Miles of Sewage Collection Lines
2016	25,715	360.76
2017	25,974	364.80
2018	26,264	367.09
2019	26,411	368.19
2020	[26,5292]	370.29

Source: The City

**Wastewater Treatment and Reclamation Facility (Treatment Plant).** The WTRF is the wastewater treatment plant for the System. It is an advanced secondary treatment facility containing a conventional activated sludge treatment system. The annual average flow treated is approximately 7.7 million gallons per day (“MGD”) with the plant having a design flow capacity of 14.7 MGD. Primary and secondary clarifiers are used upstream and downstream of the activated sludge system as widespots allowing solids to settle before being returned to the System for further treatment or sent off for solids processing. Disinfection is provided utilizing an ultraviolet system prior to discharge to the Cache La Poudre River. Solids are anaerobically digested and land applied following dewatering.

A master plan that addressed the future needs of the liquid processes of the WTRF was initiated in 2018 and completed in 2019. The master plan outlined a capital improvement plan intended to ensure the WTRF can meet new treatment regulations expected to become effective over the next 20 years. The current capital improvement plan for the WTRF reflects the recommendations from the master plan.

### Capital Improvement Program

The wastewater collection and treatment facilities have a five-year Capital Improvement Plan (the “Capital Improvement Plan”) which is updated and revised annually. The Capital Improvement Plan includes a list of projects designed to meet the needs of current customers and provide for future development. The 2021-2025 Capital Improvement Plan includes \$106,783,442 for various facility improvements. Approximately \$25 million of such amount is expected to be funded from proceeds of the Series 2022 Bonds. The remaining portion would be funded from System revenues and an additional debt issuance of approximately \$33.5 million expected in 2024.

**TABLE IV**  
**Five-Year Projected System Capital Improvements**

	2021	2022 Proposed	2023 Planned	2024 Planned	2025 Planned	Total Cost 2021-2025
System Expansion	\$ 1,947,455	\$ 5,146,894	\$1,324,130	\$ 6,809,390	\$ 202,000	\$15,429,868
System Replacement	13,301,454	24,028,048	3,984,754	15,844,468	4,194,850	91,353,574
Total:	\$15,248,909	\$29,174,942	\$5,308,884	\$22,653,858	\$4,396,850	\$106,783,442

Source: Capital Improvement Plan

***WTRF Regulation 85 Nutrient Removal Capital Improvements.*** Among other matters addressed in the master plan, the master plan incorporated a condition assessment of the existing process and ancillary equipment of the WPCF and determined the capital improvements that will be necessary to meet Colorado Department of Health and Environment (“CDPHE”) Regulation 85 nutrient removal requirements.

The City budgeted approximately \$40 million to invest in the capital improvements needed to meet the CDPHE Regulation 85 requirements. The budget includes upgrades to the WTRF’s four aeration basins to provide for enhanced biological nutrient reduction. Additionally, the planned Regulation 85-related work would include significant new pumping and mixing equipment, instrumentation and controls, and generator replacement. Design of these improvements was completed in early 2021 and construction is expected to continue until late 2023.

***WTRF Primary Treatment Phase II.*** The City expects to move into the next phase of improvements to the WTRF (“Phase II”) immediately after the capital investments to meet Regulation 85. The three existing clarifiers were built in the 1960’s and 1980’s and the components within the clarifiers are reaching the end of their useful life. This phase of the work is planned to replace the bar screens, grit chambers, headworks gates, clarifier mechanisms, piping, valves, and the existing influent pumps and motors and size them for future growth. Additional electrical improvements would also be made to the primary treatment process equipment. The project design is expected to start in fall 2021, with construction commencing in 2023.

***WTRF Centrate Upgrades.*** In coordination with the Phase II project, a centrate lift station and centrate side stream phosphorus removal process would be constructed. This project is expected to earn CDPHE Regulation 31 incentive credits that will allow the City to delay future upgrades to the WTRF related to nutrient regulations. The timing of this project is the same as the Phase II project with design starting in fall 2021 and construction starting in 2023.

***Poudre Trunk Line and North Greeley Sewer Phase IIA.*** The City has planned two extensions to the System’s trunk sewer system that would expand the City’s ability to serve areas that expected to develop in the near future. The Poudre Trunk Line will provide service to the region of the City generally from 83<sup>rd</sup> Avenue west, north of 10<sup>th</sup> Street, and south of the Poudre River. The line would be constructed by development in the area and City’s portion of the project cost would be for oversizing the pipe to serve neighboring areas. The timing for constructing the Poudre Trunk Line is dependent on growth in the region, but the first segment currently is estimated to begin construction in 2022. The North Greeley Sewer Phase IIA project would upsize a section of the existing trunk sewer system in the City. The current capacity in the System limits the sewer flow volume from north of the Poudre River and no significant growth can occur there until this trunk line is constructed. A portion of the project was constructed in 2019 and the remainder is planned to start construction in 2024.



## Environmental Concerns

The operation of the System is subject to substantial environmental regulation under both state and federal law. Although System management believes it is in compliance with all material regulations affecting the System, there can be no assurance that future compliance with such requirements would not frustrate otherwise feasible projects or result in increased capital or operating expenses for the System.

## COVID-19

The larger City government has implemented various measures described under the caption “THE CITY—COVID-19” in response to the pandemic conditions experienced in 2020 and 2021. As of the date of this Official Statement, the System has experienced no significant COVID-19 related financial or operational hardships. There have been no significant account delinquencies or instances of non-payment attributable to COVID-19. No loans or grants have been necessary for the continued operation of the System. The City continues to closely monitor the impact of COVID-19 (including, but not limited to, the underlying financial impact on its revenues) on the operation of its municipal services, including those of the System. It is unknown how extensive the spread of COVID-19 will be in the City or the State, or how long the current restrictions will remain in place, and these things may change rapidly. Due to the essential nature of the System’s utility services, the Enterprise does not currently anticipate a significant, material impact on its annual revenues. However, it is not possible to predict whether current economic conditions will continue or worsen, the duration of such changing conditions, or how future short term and long-term economic conditions related to the pandemic will affect the System’s finances in general.

## Customers of the System

The following table sets forth the ten largest customers of the System for 2020.

**TABLE V**  
**2020 Ten Largest Customers of the System**

<b>Customer</b>	<b>Total User Charge Revenue Collected</b>	<b>Percent of Total Service Charges Collected <sup>1</sup></b>
University	\$512,675	4.70%
County Government	187,081	1.72
Food Manufacturer	186,194	1.71
Dairy Processing	177,777	1.63
Health Care	121,394	1.11
Mobile Home Park	105,945	0.97
Mobile Home Park	88,534	0.81
Industrial Laundry	86,467	0.79
Mobile Home Park	82,262	0.75
Pet Food Manufacturer	73,310	0.67

<sup>1</sup> Based on total sewer service billings of \$10,902,765 in 2020.  
Source: The City

## Sources of Revenue

**The Sewer Fund.** The Enterprise maintains the Sewer Fund, which accounts for the revenues and expenses of the System. Moneys derived from one-time Plant Investment Fees and monthly fees are credited to the Sewer Fund. In general, monthly fees are allocated to operating and system improvement projects while connection fees are allocated to growth-related projects. All of these fees are Income and part of the pledged revenues securing the Series 2022 Bonds and Parity Bonds..

**System Billing Practices and Collection Procedure.** Customers of the System are billed for monthly service charges and usage fees for water, sanitary sewer and storm drainage services in the same bill. For delinquent accounts, the City may disconnect sewer service until the bill, plus a reconnection fee, has been paid. A final notice and a shutoff notice are given before services are terminated. The Water and Sewer Department reports that an insignificant number of sewer service charges have been written off as bad debt in recent years. The Greeley Municipal Code provides that bills for sewer service constitute a charge and lien upon the premises from which the sewage is taken.

**Plant Investment Fees.** The primary sources of revenue of the System include Plant Investment Fees, which are one-time fees imposed for the privilege of tapping or connecting to the System, and Sewer Charges, which are the monthly fees and usage amounts charged to the customers of the System (see “Sewer Service Charges” below).

The Plant Investment Fees charged by the City to System customers are as follows:

**TABLE VI**  
**Wastewater Plant Investment Fees**

	2017	2018	2019	2020	2021 <sup>1</sup>
Single Family Detached (per unit)	\$ 5,300	\$ 5,700	N/A	N/A	N/A
Single Family Attached (per unit)	5,300	5,700	N/A	N/A	N/A
Multi-family (per unit)	2,650	2,850	N/A	N/A	N/A
Commercial (per tap size):					
3/4”	5,300	5,700	5,700	6,000	6,800
1”	8,800	9,550	9,500	10,000	11,400
1½ ”	17,600	19,100	19,000	19,900	22,800
2”	28,150	30,500	30,300	31,900	36,400
3”	61,600	66,850	66,400	69,800	79,700
4”	105,600	114,600	113,700	119,700	136,700
6”	220,000	238,700	237,000	249,300	284,800
8” and Larger	Special Calculations				

<sup>1</sup> Effective March 1, 2021.

Source: The City

Wastewater Plant Investment Fee revenues have been as follows:

**TABLE VII**  
**Wastewater Plant Investment Fee Revenues**

<b>Year</b>	<b>Connection Fee Revenue</b>
2016	\$2,246,610
2017	1,235,048
2018	3,095,450
2019	2,243,300
2020	979,155
2021 <sup>1</sup>	2,202,104

<sup>1</sup> Unaudited figures as of September 30, 2021.  
Source: The City

**Sewer Service Charges.** Service Charges for single-family and multifamily users of the System are assessed based upon the user's average monthly water consumption computed from meter readings taken during the winter period. Service charges for commercial users are assessed based upon the user's total water consumption each month while charges for industrial users are based upon the user's monthly metered sewer flow. The current Sewer volume charge for a single family user is \$2.87 per 1,000 gallons of water consumed by the user. In its most recent study of average monthly sewer bills at the single-family residential rate across 28 Front Range municipalities, the average residential System sewer customer's bill was in the lowest third of the comparison sewer providers (assuming 3,900 gallons per month).

The rates charged by the City to Sewer customers, based upon the type of user, are as follows:

**TABLE VIII**  
**Sewer Fund Monthly Service and Volume Charges <sup>1</sup>**

	2017	2018	2019	2020	2021 <sup>2</sup>
<b>Inside City Limits</b>					
Monthly Charge	\$11.55	\$11.55	\$11.55	\$11.55	\$12.05
<i>Residential</i>					
Single family	1.89	1.95	2.07	2.47	2.87
Multi-family	2.22	2.29	2.46	2.6	2.89
<i>Commercial</i>					
Class I	2.21	2.28	2.43	2.6	2.91
Class II	3.03	3.12	3.29	3.53	3.94
Class III	3.87	3.99	4.14	4.46	4.99
Class IV	4.69	4.83	4.93	5.39	6.05
Class V	5.41	5.57	5.67	6.28	7.13
<b>Industrial</b>					
Monthly Charge	\$11.55	\$11.55	\$11.55	\$11.55	\$12.05
SIC 2013	14.13	14.13	14.27	19.26	19.46
SIC 2026	13.27	14.16	16.92	28.85	28.85
SIC 2034	2.7	3	3.35	4.75	5.57
SIC 2047	N/A	N/A	N/A	N/A	12.47
SIC 2873	N/A	N/A	N/A	N/A	24.03
SIC 3111		Special Calculations		N/A	N/A
SIC 4212	N/A	N/A	N/A	N/A	3.53
SIC 5169	N/A	N/A	N/A	N/A	3.75
SIC 7218	3.55	4	4.48	7.23	7.23
SIC 7542	N/A	N/A	N/A	N/A	5.56
<b>Outside City Limits</b>					
Monthly Charge	N/A	\$14.44	\$14.44	\$14.44	\$15.05
<i>Residential</i>					
Single family	N/A	2.23	2.61	3.82	4.25
Multi-family	N/A	2.94	3.1	3.87	4.21
<i>Commercial</i>					
Class I	N/A	2.93	3.07	3.87	4.3
Class II	N/A	3.86	4.16	4.49	4.96
Class III	N/A	4.77	5.22	5.62	6.3
Class IV	N/A	6.04	5.98	6.52	7.3
Class V	N/A	6.96	6.75	7.36	8.28

<sup>1</sup> Total monthly bill includes monthly charge plus a volume charge per 1,000 gallons of water discharged into the System.

<sup>2</sup> Effective January 1, 2021.

Source: The City

## FINANCIAL INFORMATION CONCERNING THE SYSTEM

### Operating History

The following table sets forth the operating history of the Sewer Fund for the years indicated.

**TABLE IX**  
**Sewer Fund Comparative Statement of Revenues, Expenses and Changes in Net Assets**  
**Years Ended December 31**

	2016	2017	2018	2019	2020
<b>OPERATING REVENUES</b>					
Charges for services	\$ 9,231,713	\$ 9,393,440	\$ 9,871,970	\$ 10,266,826	\$ 10,921,426
Intergovernmental	1,028	--		--	132,273
Licenses and fees	33,853	65,962	129,657	36,866	16,311
Miscellaneous	<u>5,625</u>	<u>9,277</u>	<u>9,938</u>	<u>91,186</u>	<u>14,671</u>
Total Operating Revenues	<u>9,272,219</u>	<u>9,468,679</u>	<u>10,011,565</u>	<u>10,394,878</u>	<u>11,084,681</u>
<b>OPERATING EXPENSES</b>					
Personnel services	3,042,384	3,103,820	3,334,046	3,395,296	3,675,753
Supplies	502,149	569,830	641,385	695,727	580,755
Purchased services	1,141,654	954,662	1,204,676	1,304,702	895,343
Insurance and bonds	152,707	172,090	189,234	206,808	207,300
Utilities	560,634	603,646	633,470	1,063,453	616,048
Repairs and Maintenance	229,560	303,638	299,229	401,891	487,219
Rentals	32,439	24,443	23,296	25,454	21,854
Depreciation	3,017,081	3,056,136	3,456,690	4,057,720	4,075,917
Other expenses	<u>41,092</u>	<u>7,392</u>	<u>1,688</u>	<u>29,523</u>	<u>41,143</u>
Total Operating Expenses	<u>8,719,700</u>	<u>8,795,657</u>	<u>9,783,714</u>	<u>11,994,022</u>	<u>10,601,332</u>
Operating Income (loss)	552,519	673,022	227,851	(1,599,144)	483,349
<b>NON-OPERATING REVENUES (EXPENSES)</b>					
Plant investment fees	2,246,610	1,235,048	3,095,450	2,243,300	979,155
Interest and Investment Earnings	142,787	129,790	277,424	765,857	532,153
Rents	5,850	2,464	4,350	2,400	10,000
Oil and gas royalties	336,111	471,507	305,059	411,383	148,446
Damages recovered	--	34,137	2,284	980	--
Miscellaneous	(54,283)	(101,813)	(232,150)	(120,509)	(143,718)
Interest expense	(167,399)	(144,473)	(191,869)	(596,958)	(547,531)
Gain (loss) Disposal Capital Assets	<u>(48,090)</u>	<u>(19,854)</u>	<u>(198,998)</u>	<u>(77,321)</u>	<u>(73,750)</u>
Total Non-Operating Revenues (Expenses)	<u>2,461,586</u>	<u>1,606,806</u>	<u>3,061,550</u>	<u>2,629,132</u>	<u>904,755</u>
Income before Capital Contributions and Transfers	3,014,105	2,279,828	193,951	(1,213,312)	408,949
Capital contributions – development fees	1,617,300	564,080	3,095,450	2,243,300	979,155
Capital contributions - other			1,140,110	547,400	691,920
Transfers Out	<u>(601,546)</u>	<u>(680,919)</u>	<u>(799,590)</u>	<u>(767,518)</u>	<u>(1,071,451)</u>
Change in net position	4,029,859	2,162,989	3,629,921	809,870	1,008,573
NET ASSETS—January 1	<u>90,940,321</u>	<u>94,970,180</u>	<u>97,133,169</u>	<u>100,763,090</u>	<u>101,572,963</u>
NET ASSETS—December 31	<u>\$94,970,180</u>	<u>\$97,133,169</u>	<u>\$100,763,090</u>	<u>\$101,572,960</u>	<u>\$102,581,536</u>

Source: The City's audited financial statements for fiscal years ended 2016 through 2020.

**TABLE X**  
**Sewer Fund Schedule of Revenues, Expenditures and Changes in Funds Available**  
**Actual, Non-GAAP Budgetary Basis Years Ended December 31**

	2016	2017	2018	2019	2020
<b>OPERATING REVENUES</b>					
Charges for services	\$ 9,231,713	\$ 9,393,440	\$ 9,871,970	\$ 10,266,826	\$ 10,921,426
Intergovernmental	1,028	--	--	--	132,273
Licenses and fees	33,853	65,962	129,657	36,866	16,311
Expense reimbursement	--	--	--	91,186	14,671
Miscellaneous	5,625	9,277	9,938	--	--
Total Operating Revenues	<u>9,272,219</u>	<u>9,468,679</u>	<u>10,011,565</u>	<u>10,394,878</u>	<u>11,084,681</u>
<b>OPERATING EXPENSES</b>					
Personnel services	3,042,384	3,103,820	3,334,046	3,395,296	3,675,753
Supplies	502,149	569,830	641,385	695,727	580,755
Purchased services	1,141,654	954,662	1,204,676	1,304,702	895,343
Insurance and bonds	152,707	172,090	189,234	206,808	207,300
Utilities	560,634	603,646	633,470	1,876,901	616,048
Repairs and Maintenance	229,560	303,638	299,229	401,891	487,219
Rentals	32,439	24,443	23,296	25,454	21,854
Depreciation <sup>2</sup>	3,017,081	--	--	--	--
Other expenses	41,092	7,392	1,688	29,523	41,143
Total Operating Expenses	<u>8,719,700</u>	<u>5,739,521</u>	<u>6,327,024</u>	<u>7,936,302</u>	<u>6,525,415</u>
Operating Income (loss)	<u>552,519</u>	<u>3,729,158</u>	<u>3,684,541</u>	<u>2,458,576</u>	<u>4,559,266</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>					
Plant investment fees	2,246,610	1,235,048	3,095,450	2,243,300	979,155
Interest and Investment Earnings	142,787	129,790	277,424	765,857	532,153
Rents	5,850	2,464	4,350	2,400	10,000
Oil and gas royalties	336,111	471,507	305,059	411,383	148,446
Damages recovered	--	34,137	2,284	980	--
Miscellaneous	(54,283)	(101,813)	(232,150)	(120,509)	(143,718)
Interest Expense	(167,399)	(144,473)	(191,869)	(596,958)	(547,531)
Principal Retirement	(330,000)	(365,000)	(370,000)	(835,000)	(735,000)
Capital Outlay	(2,635,945)	(10,444,348)	(4,890,330)	(6,600,249)	(6,277,483)
Loss on sale of capital assets	(48,090)	(19,854)	(198,998)	(77,321)	(73,750)
Total Non-Operating Revenues (Expenses)	<u>(504,359)</u>	<u>(9,202,542)</u>	<u>(2,198,780)</u>	<u>(4,806,117)</u>	<u>(6,107,728)</u>
Income (loss) before transfers and capital contributions	<u>48,160</u>	<u>(5,473,384)</u>	<u>1,485,761</u>	<u>(2,347,541)</u>	<u>(1,548,462)</u>
Capital contributions	1,617,300	564,080	1,140,110	547,400	691,920
<b>TRANSFERS OUT</b>					
General fund	(519,393)	(435,766)	(629,437)	(671,165)	(885,198)
Public Art fund	--	(163,000)	(28,000)	(14,200)	(44,100)
Water fund	(82,153)	(82,153)	(82,153)	(82,153)	(82,153)
Liability Fund	--	--	(60,000)	--	(60,000)
Total transfers out	<u>(601,546)</u>	<u>(680,919)</u>	<u>(799,590)</u>	<u>(767,518)</u>	<u>(1,071,451)</u>
Net income (loss) on a budgetary basis	1,063,914	(5,590,223)	1,826,281	(2,567,659)	(1,927,993)
Reconciliation to a GAAP Basis:					
Principal retirement	330,000	365,000	370,000	835,000	735,000
Depreciation	--	(3,056,136)	(3,456,690)	(4,057,720)	(4,075,917)
Capital outlay	<u>2,635,945</u>	<u>10,444,348</u>	<u>4,890,330</u>	<u>6,600,249</u>	<u>6,277,483</u>
Change in net position	4,029,859	2,162,989	3,629,921	809,870	1,008,573
Net position - January 1	<u>90,940,321</u>	<u>94,970,180</u>	<u>97,133,169</u>	<u>100,763,090</u>	<u>101,572,963</u>
Net position - December 31	<u>\$94,970,180</u>	<u>\$97,133,169</u>	<u>\$100,763,090</u>	<u>\$101,572,960</u>	<u>\$102,581,536</u>

<sup>1</sup> Unaudited as of \_\_\_\_\_, 2021.

<sup>2</sup> Due to a change in accounting practices, subsequent to 2016, depreciation is no longer included in expenses.  
Source: The City's audited financial statements for fiscal years ended 2016 through 2020, and the City.

## Management’s Discussion and Analysis of Trends in Operations of the Sewer Fund

Operating revenues of the System increased 19% from 2016 to 2020 while Sewer System operating expenses (other than depreciation) increased 14%. The number of System employees decreased by two from 2016 to 2021, but the funding for those positions was simply shifted to the Water System. No additional positions are being added in 2022. Securing and retaining quality employees has proven to be challenging in the competitive job market for water and sewer professionals.

Development in the City has varied with the economic conditions. The number of new housing units has varied from a low of 42 in 2011 to a high of 948 in 2019. The mix of new housing units has been approximately 40% single family and 60% multi-family from 2012 to 2020, which reflects a common shift towards multi-family in the bigger metropolitan areas in Colorado. The City has approved multiple metropolitan districts to fund public improvements in developing areas which are expected to contribute to the pace of development in upcoming years.

The City has historically budgeted the accumulation of working capital reserves within the Sewer Fund. Reserves are accumulated from a variety of sources including: Plant Investment Fee revenues; and that portion of the City’s rates and charges which are imposed to offset depreciation. The City reported working capital reserves within the Sewer Fund of \$22,117,781 as of December 31, 2020 and \$24,354,590 as of December 31, 2019.

### THE CITY

#### General

The City was incorporated as a municipal corporation in 1886 and adopted its home rule charter in 1958. The City is located in central Weld County approximately 52 miles north of the Denver metropolitan area. The City encompasses approximately [47.3] square miles, has a 2021 year-end projected population of 111,146 according to the City’s 2021 Mid-Year Growth and Development Projection Report, and is the county seat of Weld County. See “APPENDIX D—ECONOMIC AND DEMOGRAPHIC INFORMATION.”

#### Governing Body

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

The Council meets on the first and third Tuesdays of the month, with the Mayor participating as a voting member and as the presiding officer. A Mayor Pro Tem is appointed from the Council membership to serve in the event of absence or disability of the Mayor. As compensation for their services, the Council members receive salaries of \$1,050 per month, and the Mayor receives \$1,500 per month. The present Council and their principal occupations and terms of office are as follows:

City Council Member	Present Term Expires (November) <sup>1</sup>	Principal Occupation
John Gates, Mayor	2021	Weld County School District 6 Security Director
Dale Hall, Ward IV, Mayor Pro Tem	2023	Owner Property Management Company
Tommy Butler, Ward I	2023	[REDACTED]
Deb Deboutez, Ward II	2025	Retired
Johnny Olson, Ward III	2025	Engineer
Brett Payton, At Large	2025	Attorney
Ed Clark, At Large	2023	University Schools Security Director

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

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

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

### **Administration and Management**

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

The administrative and management personnel of the City most directly involved in the issuance of the Series 2022 Bonds are the Acting City Manager, the Finance Director and the City Attorney. These individuals' duties in City government and their relevant experience are summarized below.

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



The City is currently engaged in a national search for its next City Manager after the retirement of former City Manager, Roy Otto. The Council has appointed Raymond C. Lee III to Acting City Manager. Mr. Lee joined the City in January of 2021 as Deputy City Manager prior to his appointment as Acting City Manager. Mr. Lee has expansive experience in municipal government, having previously worked in leadership roles in the Public Works department for the City of Amarillo and the Street Services department for the City of Dallas. Mr. Lee has also previously worked in other departments for the City of Dallas, including library services, city secretary's office, human resources and risk management. Mr. Lee received his Bachelor's and Master's degrees in Public Administration from Henderson State University and the University of Kansas, respectively.

**Finance Director.** This position acts under the direction of the City Manager in the administration and management of the financial affairs of the City. The responsibilities include, among others, oversight of the day-to-day financial activity, the preparation of annual financial statements and the annual budget.

Mr. Karner is Finance Director for the City, where he oversees the fiscal management and financial operations for the City. Mr. Karner holds a Bachelor of Arts degree in Economics and Political Science from Lake Forest College and a Master of Public Policy from the University of Chicago's Harris School of Public Policy. Mr. Karner has broad experience across government and the private sector. As a consultant, Mr. Karner led the strategy and execution planning for the National Western campus's operations post construction. Mr. Karner served as Director of Strategic Initiatives at Denver International Airport ("DIA") where he led the execution of a newly created public-private innovation partnership between DIA and a global private airport operator. Mr. Karner also worked for the City and County of Denver's Department of Finance focusing on public financing and economic development projects that supported smart, sustainable economic growth across Denver. Before his relocation to Colorado, Mr. Karner served as senior advisor to the Chief Financial Officers' Council in Washington D.C where he worked with the Executive Office of the President, Office of Budget and Management to help manage execution of the President's Management Agenda and support the development of sound financial management policy for the U.S. government.

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

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

## City Employees

For 2022, the City has budgeted a total of 1,011.75 full-time regular equivalents who are eligible for benefits. City employees are granted vacation and sick leave, or paid time off in varying amounts. The Charter expressly grants collective bargaining rights to the City's police officers and firefighters; none of the City's other employees have collective bargaining rights. The City believes its relationship with its employees is satisfactory.

## COVID-19

The spread of the coronavirus disease 2019 ("COVID-19") is currently altering the behavior of individuals and businesses in a manner that is having significant negative effects on global, national, and

local economies and could result in some municipal operations and revenues being vulnerable to the potential economic effects of the pandemic. The City, along with federal, state and local governments, has taken significant steps to address the impacts of COVID-19. Such steps include various announced orders, recommendations and other measures intended to slow the spread of COVID-19, including the closing of businesses (or, in connection with social distancing, requiring the implementation of restrictive measures with respect to the provision of goods and services) as well as “shelter in place” orders. With respect to its operations in general, the City is following national, State and local guidance and recommendations for protecting public health including, but not limited to separating employees and working from home when possible.

### **Pension Plans and Other Post-Employment Benefits**

The City provides five pension plans for eligible employees, including the City of Greeley Money Purchase Plan (a defined contribution plan), the Greeley Police Department Personal Defined Contribution Pension Plan, the Fire New-Hire Plan (a cost-sharing multiple-employer statewide defined benefit plan administered by the Colorado Fire and Police Pension Association (FPPA)), the Police Old-Hire Pension Plan (an affiliated local plan of the Public Employee Retirement System, an agent multiple-employer defined benefit pension plan administered by the FPPA), and the Fire Old-Hire Pension Plan (an affiliated local plan of the Public Employee Retirement System, an agent multiple-employer defined benefit pension plan administered by the FPPA). A description of the City’s pension plan obligations is included in Note 15 to the City’s 2020 audited financial statements in APPENDIX C hereto.

### **City Insurance Coverage**

The City’s insurance program includes a combination of self-insurance and commercial insurance coverage. The City presently has a \$451,983,914 blanket insurance policy with Liberty Mutual Insurance Company covering all of its structures and their contents, with a \$50,000 deductible per occurrence. The City is partially self-insuring general liability and automobile liability and public officials’ liability insurance programs. In addition, the City has a \$5,000,000 excess policy underwritten by Genesis Insurance with a \$500,000 SIR (self-insured retention). The City also carries certain stop loss policies for its employee self-insured health plan and excess workers compensation coverage.

The City budgeted \$16,852,170 for health premiums, \$667,840 for dental premiums, and \$165,500 for a total deposit to its Health Fund of \$17,685,510 for 2022. The Health Fund accounts for allowable medical claims of City employees and their covered dependents. Self-insurance is in effect for claims up to \$225,000 per employee per year. Claims greater than \$225,000 per employee per year, and those in excess of \$14,836,316 (for 2022) aggregate stop loss coverage, are insured by private insurance companies. The fund balance in the Health Fund as of December 31, 2020 was \$5,994,586.

The City budgeted \$2,431,956 for deposit to its Liability Fund for 2022, which fund accounts for the costs associated with providing a self-insurance fund for liability claims against the City. The Liability Fund had a balance of \$1,648,661 as of December 31, 2020.

The City has budgeted \$1,064,804 for deposit in its Workers Compensation Fund in 2022, which fund accounts for the financing of costs associated with self-insuring the City’s workers compensation expenses. The Workers Compensation Fund had a fund balance of \$5,698,416 as of December 31, 2020.

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

## Current Financial Obligations

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

## City Services

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

### CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING

At the general election held November 3, 1992, the voters of the State approved an amendment to the Colorado Constitution, constituting Section 20 of Article X of the Colorado Constitution ("TABOR") limiting the ability of the State and local governments such as the City to increase revenues, debt and spending and restricting property, income and other taxes. Generally, TABOR limits the percentage increases in spending and tax revenues to the prior year's amounts, adjusted for inflation, local growth and voter approved changes, requires the maintenance of certain reserves, and prohibits the imposition of new real estate transfer taxes. In addition, TABOR requires that the State and local governments obtain voter approval for certain tax or tax rate increases or to keep or spend revenues received in excess of TABOR limits, and to create any "multiple fiscal year direct or indirect debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years," except for refinancing debt at a lower interest rate or adding new employees to existing pension plans.

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

Many of the provisions of TABOR are ambiguous and TABOR is expected to require continued judicial interpretation. The application of TABOR, particularly during periods of reduced or negative growth, may adversely affect the financial condition and operations of the City and other State local governments to an extent which cannot be predicted.

TABOR excepts from its restrictions the borrowings and fiscal operations of "enterprises," which term is defined to include government owned businesses authorized to issue their own revenue bonds and receiving under 10% of their revenues in grants from all State and local governments combined. In a 1995 decision, the Colorado Supreme Court held that a governmental entity with taxing power was not itself an "enterprise." The Enterprise has no taxing power and receives no material portion of its revenues from governmental sources, and the Series 2022 Bonds are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation. The City therefore treats the Enterprise as an "enterprise" within the meaning of TABOR. See "THE ENTERPRISE."

## RATING

S&P Global Ratings (“S&P”) has assigned a rating of “[ ]” to the Series 2022 Bonds. Such rating reflects only the view of the rating agency, and does not constitute a recommendation to buy, sell or hold securities. An explanation of the significance of such rating may be obtained from the rating agency.

The rating is subject to revision or withdrawal at any time by the rating agency and there is no assurance that the rating will continue for any period of time or that it will not be revised or withdrawn. The Underwriter has undertaken no responsibility either to bring to the attention of the holders of the Bonds any proposed revision or withdrawal of the rating of the Series 2022 Bonds or to oppose any such proposed revision or withdrawal. Any downward revision or withdrawal of such rating could have an adverse effect on the market price of the Series 2022 Bonds.

## LITIGATION

There is no litigation now pending or, to the knowledge of the City officials responsible for the issuance of the Series 2022 Bonds, threatened which questions the validity of the Series 2022 Bonds or of any proceedings of the City taken with respect to issuance or sale thereof. [confirm]

## TAX MATTERS

### General

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinions described in the preceding sentence assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be met subsequent to the issuance of the Series 2022 Bonds. Failure to comply with such requirements could cause interest on the Series 2022 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2022 Bonds. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2022 Bonds.

The accrual or receipt of interest on the Series 2022 Bonds may otherwise affect the federal income tax liability of the owners of the Series 2022 Bonds. The extent of these other tax consequences will depend on such owners’ particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2022 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2022 Bonds.

Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. Bond Counsel has expressed no opinion regarding other

tax consequences arising with respect to the Series 2022 Bonds under the laws of Colorado or any other state or jurisdiction.

### **Original Issue Premium**

The Series 2022 Bonds that have an original yield below their respective interest rates, as shown on the cover of this Official Statement (collectively, the “Premium Bonds”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

### **Backup Withholding**

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Series 2022 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on any Owner of the Series 2022 Bonds who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2022 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

### **Changes in Federal and State Tax Law**

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading “TAX MATTERS” or adversely affect the market value of the Series 2022 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2022 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2022 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2022 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2022 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

**PROSPECTIVE PURCHASERS OF THE SERIES 2022 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2022**

**BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2022 BONDS.**

**FINANCIAL ADVISOR**

Hilltop Securities Inc. (the “Financial Advisor”) is employed as financial advisor to the City to render certain professional services including advising the City concerning the structuring and competitive sale of the Series 2022 Bonds and assisting in the preparation of this Official Statement. In its role as financial advisor to the City, the Financial Advisor has not undertaken either to make an independent verification of or to assume responsibility for the accuracy or completeness of the information contained in this Official Statement and the appendices hereto and is not permitted to underwrite the Series 2022 Bonds.

**UNDERWRITING**

[ \_\_\_\_\_ ] (the “Underwriter”) has agreed to purchase the Series 2022 Bonds from the City at competitive sale, for an aggregate purchase price of \$ \_\_\_\_\_ (consisting of the aggregate principal amount of the Series 2022 Bonds of \$ \_\_\_\_\_ plus premium in the amount of \$ \_\_\_\_\_ less an underwriting discount of \$ \_\_\_\_\_). The Underwriter is committed to take and pay for all of the Series 2022 Bonds if any are taken.

**LEGAL MATTERS**

Legal matters incident to the authorization and issuance of the Series 2022 Bonds are subject to approval by Kutak Rock LLP, Bond Counsel, whose opinion is expected to be delivered in substantially the form set forth in APPENDIX A hereto. In addition to acting as Bond Counsel, Kutak Rock LLP has also been retained to advise the City concerning, and has assisted in, the preparation of this Official Statement. Certain legal matters will be passed upon for the City by Douglas Marek, Esq., City Attorney.

**FINANCIAL STATEMENTS**

The basic financial statements of the City for the fiscal year ended December 31, 2020, which are included here as APPENDIX C, have been audited by independent auditors, BDO USA, LLP, Certified Public Accountants, Greeley, Colorado, as stated in their report appearing therein. BDO USA, LLP has not been engaged to perform, and has not performed, since the date of their report included therein, any procedures on the financial statements addressed in that report. BDO USA, LLP has also not performed any procedures relating to this Official Statement.

**MISCELLANEOUS**

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

The execution and delivery of this Official Statement have been duly authorized by the City Council.

CITY OF GREELEY, COLORADO

By /s/ \_\_\_\_\_  
Mayor

**APPENDIX A**

**FORM OF OPINION OF BOND COUNSEL**

February \_\_, 2022

City of Greeley  
1000 10<sup>th</sup> Street  
Greeley, CO 80631

[Underwriter]

\$ \_\_\_\_\_<sup>\*</sup>  
**City of Greeley, Colorado**  
**acting by and through its**  
**Sanitary Water Enterprise**  
**First-Lien Sewer Improvement Revenue Bonds**  
**Series 2022**

We have been engaged by the City of Greeley, Colorado (the “City”) to act as bond counsel in connection with the issuance of the above bonds (the “Series 2022 Bonds”). The Series 2022 Bonds are being issued by the City, acting by and through its Sanitary Water Enterprise (the “Enterprise”), pursuant to Ordinance No. 10, 2015 and Ordinance No. \_\_\_\_ (collectively, the “Bond Ordinance”), as supplemented by a Final Terms Certificate dated February \_\_, 2022 (the “Final Terms Certificate”). The Bond Ordinance, as supplemented by the Final Terms Certificate, is referred to herein as the “Ordinance.” Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Ordinance.

In our capacity as bond counsel, we have examined the Constitution and the laws of the State of Colorado (the “State”), the home rule charter (the “Charter”) of the City, and the regulations, rulings and judicial decisions relevant to the opinions set forth in paragraph 2 below; the transcript of the proceedings relating to the issuance of the Series 2022 Bonds; the Ordinance, and such other certificates, documents, opinions and papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certifications in the transcript of proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon and in reliance on the foregoing, we are of the opinion, under existing law and as of the date hereof, that:

1. The Series 2022 Bonds have been duly authorized, executed and delivered by the City under the laws of the State of Colorado now in force and are valid and binding special and limited obligations of the City, acting by and through the Enterprise, payable on the terms, and subject to the conditions, stated in the Ordinance, and enforceable according to their terms except to the extent such enforcement is limited by the bankruptcy laws of the United States of America, by the reasonable exercise of the sovereign police power of the State of Colorado, and by the exercise of the powers delegated to the United States of America by the federal constitution.

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\* Preliminary; subject to change.

2. Under existing laws, regulations, rulings and judicial decisions, interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax.

3. Under Colorado statutes existing on the date hereof, to the extent interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, interest on the Series 2022 Bonds is excludable from gross income for State of Colorado income tax purposes and from the calculation of Colorado alternative minimum tax.

The opinions expressed in numbered paragraphs (2) and (3) assume the accuracy of the City's representations and compliance by the City of the covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Series 2022 Bonds. The City has covenanted in the Bond Ordinance and the tax compliance certificate issued in connection with the issuance of the Series 2022 Bonds to comply with all such requirements. The failure to comply with certain of such requirements may cause interest on the Series 2022 Bonds to be included in gross income for federal and state income tax purposes retroactive to the date of issuance of the Series 2022 Bonds. We express no opinion regarding other federal or state tax consequences arising with respect to the Series 2022 Bonds.

We express no opinion herein with respect to the accuracy, completeness or sufficiency of any documents prepared or used or statements made in connection with the offering or sale of the Series 2022 Bonds.

This opinion is delivered based and in reliance upon our examination of the laws, documents and other items specifically described in the second paragraph hereof on the date hereof and we have no obligation to supplement or update this opinion based on or with respect to changes in such laws, documents or other items or with respect to any other event that occurs after the date hereof. The opinions expressed in this letter are given as of the date hereof, and we assume no obligation to update, revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,



**APPENDIX B**

**SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL ORDINANCE  
AND THE SERIES ORDINANCE**

[Kutak to insert]

**APPENDIX C**  
**AUDITED FINANCIAL STATEMENTS OF THE CITY**  
**AS OF DECEMBER 31, 2020**

## APPENDIX D

### ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in the City of Greeley (the “City”) and surrounding Weld County (the “County”). It is intended only to provide prospective investors with general information regarding the City’s community. The information was obtained from the sources indicated and is limited to the time periods indicated. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future. The City makes no representation as to the accuracy or completeness of data obtained from parties other than the City.

#### Population

The following table sets forth population statistics for the City, the County and the State of Colorado (the “State”).

<b>Population</b>						
<b>Year</b>	<b>City of Greeley</b>	<b>Percent Change</b>	<b>Weld County</b>	<b>Percent Change</b>	<b>Colorado</b>	<b>Percent Change</b>
1980	53,006	--	123,438	--	2,889,964	--
1990	60,536	14.21%	131,821	6.79%	3,294,394	13.99%
2000	76,930	27.08	180,936	37.26	4,301,261	30.56
2010	92,889	20.74	252,825	39.73	5,029,196	16.92
2020	108,795	17.12	328,981	30.12	5,773,714	14.80

Sources: U.S. Department of Commerce, Bureau of the Census, Population and Housing Unit Counts, 2020 Census; and Colorado Department of Local Affairs, State Demography Office

#### Housing Stock

The following table sets forth a comparison of housing units within the City and the County.

<b>Housing Units</b>			
	<b>2000</b>	<b>2010</b>	<b>2020</b>
City of Greeley	28,972	36,323	40,556
Weld County	66,194	96,281	119,962

Source: U.S. Department of Commerce, Bureau of the Census, Population and Housing Unit Counts, 2020 Census; and Colorado Department of Local Affairs, State Demography Office

**Income**

The following tables set forth historical median household effective buying income (“EBI”), the percentage of households by classification of EBI and per capita personal income for the County, the State and the United States.

**Median Household Effective Buying Income <sup>1</sup>**

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Weld County	\$52,579	\$56,125	\$62,329	\$57,819	\$60,064
State of Colorado	52,345	54,718	57,732	59,227	62,340
United States	46,738	48,043	50,620	52,468	54,686

<sup>1</sup> Calculated as of January 1.

Source: The Nielsen Company, *Site Reports*, 2016-2017; Environics Analytics, *Spotlight Claritas Reports*, 2018-2020

**Percent of Households by Effective Buying Income Groups—2020 <sup>1</sup>**

	<b>Less Than \$25,000</b>	<b>\$25,000 \$49,999</b>	<b>\$50,000 \$99,999</b>	<b>\$100,000- \$149,999</b>	<b>\$150,000 or more</b>
Weld County	16.17%	24.49%	40.61%	12.52%	6.20%
State of Colorado	15.57	24.20	36.17	14.08	9.98
United States	20.24	25.61	34.10	11.57	8.47

<sup>1</sup> May not total 100% due to rounding. Calculated as of January 1, 2020.

Source: Environics Analytics, *Spotlight Claritas Reports*, 2020

**Per Capita Personal Income**

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Weld County	\$43,925	\$43,745	\$44,479	\$48,035	\$50,198
State of Colorado	52,254	52,475	55,604	58,896	61,157
United States	49,019	50,015	52,118	54,606	56,490

Source: United States Department of Commerce, Bureau of Economic Analysis

**Building Permit Activity**

Set forth hereafter is a five-year history of building permit activity in the City and the County.

**Building Permit Activity in the City <sup>1</sup>**

Year	Single Family		Multi Family		Commercial/Industrial	
	Permits	Value	Permits	Value	Permits	Value
2016	244	\$45,308,198	139	\$43,402,782	23	\$ 46,620,945
2017	111	27,142,816	72	42,009,358	26	136,394,237
2018	338	79,816,404	73	33,169,389	25	50,891,824
2019	170	42,927,644	47	90,911,971	52	49,477,556
2020	66	16,953,102	47	22,901,751	17	10,467,742
2021 <sup>2</sup>	21	6,777,213	57	23,066,451	3	1,215,478

<sup>1</sup> Includes all permits for additions, remodels, and miscellaneous as well as new construction.

<sup>2</sup> Permits filed through August 30, 2021. *[Update closer to posting]*

Source: City of Greeley, Building Inspection Division

**History of Building Activity  
in Unincorporated Weld County**

Year	Total Permits	Total Valuation
2016	1,074	\$ 83,664,888
2017	1,135	118,065,225
2018	1,257	126,123,744
2019	1,226	225,096,382
2020	2,265	232,718,981
2021 <sup>1</sup>	1,694	222,916,093

<sup>1</sup> Permits issued through September 31, 2021. *[Update closer to posting]*

Source: Weld County Building Department

## Foreclosure Activity

Foreclosure actions are commenced when a default on a deed of trust has occurred, usually when buyers fail to make timely payments in accordance with a promissory note. Set forth below is a history of the number of foreclosure actions filed by the County Public Trustee's Office over the past five years.

### History of Foreclosures

Year	Number of Foreclosures Filed	Percent Change
2016	411	--
2017	362	(11.92)%
2018	375	3.59
2019	334	(10.93)
2020 <sup>1</sup>	116	(65.27)
2021 <sup>1,2</sup>	45	--

<sup>1</sup> The decrease in the number of foreclosures filed in 2020 was the result of the State imposed restrictions in place regarding foreclosures. See "THE CITY—COVID-19."

<sup>2</sup> Foreclosures filed through November 3, 2021. *[Update closer to posting]*

Sources: Weld County Public Trustee's Office

## Retail Sales

The retail trade sector employs a large portion of the County's work force and is important to the area's economy. The following table sets forth retail sales figures for the City, the County and the State as reported by the State.

### Retail Sales (in thousands)

Year	Greeley	Percent Change	Weld County	City as a Percent of County	State of Colorado
2016	\$4,112,431	--	\$ 9,875,734	--	\$4,112,431
2017	4,099,125	(0.32)%	11,113,079	12.53%	4,099,125
2018	4,100,665	0.04	12,167,650	9.49	4,100,665
2019	5,067,548	23.58	13,251,205	8.91	5,067,548
2020	4,757,700	(6.11)	13,198,755	(0.40)	4,757,700
2021 <sup>1</sup>	3,151,372	--	9,027,249	--	167,119,299

<sup>1</sup> Retail sales through August 31, 2021. *[Update closer to posting]*

Source: State of Colorado, Department of Revenue, Sales Tax Statistics, 2016-2021

## Employment

The following tables set forth employment statistics by industry for the County and the most recent historical labor force estimates for the County and the State.

### Total Business Establishments and Employment—Weld County

Industry <sup>1</sup>	1 <sup>st</sup> Quarter 2020		1 <sup>st</sup> Quarter 2021		Quarterly Change	
	Units	Average Employment	Units	Average Employment	Units	Average Employment
Agriculture, Forestry, Fishing and Hunting	231	4,070	228	3,969	(3)	(101)
Mining	275	7,995	266	4,649	(9)	(3,346)
Utilities	31	431	33	461	2	30
Construction	1,117	12,132	1,174	10,242	57	(1,890)
Manufacturing	354	14,318	363	13,461	9	(857)
Wholesale Trade	524	4,440	519	4,225	(5)	(215)
Retail Trade	669	10,637	661	10,691	(8)	54
Transportation and Warehousing	410	3,897	427	3,416	17	(481)
Information	102	627	109	501	7	(126)
Finance and Insurance	363	2,841	389	2,836	26	(5)
Real Estate, Rental and Leasing	379	1,460	407	1,299	28	(161)
Professional and Technical Services	945	3,426	1,018	3,418	73	(8)
Management of Companies and Enterprises	103	1,979	109	1,858	6	(121)
Administrative and Waste Services	492	5,676	510	5,427	18	(249)
Educational Services	86	814	94	781	8	(33)
Health Care and Social Assistance	694	9,808	781	9,907	87	99
Arts, Entertainment and Recreation	96	729	103	747	7	18
Accommodation and Food Services	488	8,656	483	7,637	(5)	(1,019)
Other Services	606	2,793	595	2,630	(11)	(163)
Non-classifiable <sup>2</sup>	--	--	--	--	--	--
Government	153	16,604	154	15,785	1	(819)
Total	<u>8,120</u>	<u>113,335</u>	<u>8,425</u>	<u>103,946</u>	<u>305</u>	<u>(9,389)</u>

<sup>1</sup> Information provided herein reflects only those employers who are subject to State unemployment insurance law.

<sup>2</sup> Information suppressed due to confidentiality as set forth in State Law.

Source: Colorado Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW)

### Labor Force Estimates

Year	Weld County		Colorado	
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed
2016	149,828	3.4%	2,891,677	3.3%
2017	157,550	2.7	2,986,522	2.8
2018	165,053	2.9	3,080,661	3.2
2019	170,001	2.5	3,148,766	2.8
2020 <sup>1</sup>	166,666	7.0	3,122,237	7.3
2021 <sup>1,2</sup>	168,148	6.5	3,181,227	6.2

<sup>1</sup> As a result of the COVID-19 pandemic and the federal government induced quarantine, unemployment numbers increased exponentially since reported in April 2020. See "THE CITY—COVID-19."

<sup>2</sup> Labor force averages estimated through August 31, 2018. [Update closer to posting]

Source: State of Colorado, Division of Employment and Training

The following table sets forth selected major employers in the County. No independent investigation has been made of and no representation is made herein as to the stability or financial condition of the listed entities, or the likelihood that they will maintain their status as major employers in the area.

**Selected Major Employers in Weld County <sup>1</sup>**

<b>Firm</b>	<b>Product or Service</b>	<b>Estimated Number of Employees</b>
JBS Swift Beef Company	Meat Processing and Transportation	6,000
Banner Health (NCMC)	Regional Hospital	3,710
Vestas	Wind Turbine & Blade Manufacturer	2,890
Weld County School District RE-6	Education	2,860
Weld County	County Government	1,783
University of Northern Colorado	Higher Education	1,530
State Farm Insurance Companies	Insurance Operations	1,200
UC Health	Healthcare	1,030
Greeley (City of)	Municipal Government	905
Halliburton Energy Services Inc.	Oil and Gas Exploration	700

<sup>1</sup> Most recent information available.  
Source: Weld County 2020 audited financial statements

**Education**

Educational facilities are provided for students in the City primarily by Greeley School District 6 which operates 11 traditional elementary schools (K-5), five K-8 schools, four middle schools, one alternative middle school, three traditional high schools, two alternative high schools, one high school of innovation and five charter schools. For fiscal year 2020-2021, student enrollment for Greeley School District No. 6 was 21,883, and the Greeley School District employed approximately [1,609]. Weld County School District No. Re-2 (Eaton), No. Re-4 (Windsor), and No. Re-5J (Johnstown) are also partially located within the City’s boundaries. In addition, several private schools have educational facilities in the City. Higher education facilities in the City include the University of Northern Colorado and Aims Community College. The following table sets forth enrollment information for Greeley School District No. 6, the primary school district serving the City.

**History of School Enrollment  
Greeley School District No. 6**

<b>Fiscal Year</b>	<b>Student Enrollment</b>	<b>Percent Change</b>
2017/2018	22,325	1.71%
2018/2019	22,503	0.80
2019/2020	22,467	(0.16)
2020/2021	21,883	(2.60)
2021/2022		

Source: Colorado Department of Education

**Transportation**

Major roadways serving Weld County and the Greeley area include U.S. (Bypass) Highways 85 and 34. Roads 257, 60, 52 and 14 provide access to outlying areas of Greeley. Burlington Northern Railroad and Union Pacific Railroad provide freight rail service through Weld County. General aviation



airports include the Greeley/Weld County Airport, the Erie Airport and the Fort Collins/Loveland Airport. Denver International Airport is located in unincorporated Adams County, approximately 58 miles from Greeley. Greeley-Evans transit provides fixed-route service in Greeley, Evans and Garden City, as well as origin-to-destination paratransit and after-hours service.

### **Agriculture**

Weld County is largely an agricultural county. This focus is reflected in the agricultural nature of many of the County's manufacturing and retail trade businesses. According to the Weld County Department of Planning Services, Weld County is Colorado's leading producer of beef cattle, grain, sugar beets and dairy, and is the top Colorado county for value of agricultural products sold.

### **Oil and Gas**

According to the 2021 Economic Forecast, Larimer and Weld counties comprise the diverse economies of the northern region. Larimer County's economy continues to perform above most regions in the state, supported by population growth, while Weld County's economic activity is driven largely by the oil and gas and agricultural industries. Colorado's energy industry faced significant headwinds in 2020 resulting from low oil prices and reduced global demand for oil and gas, which threatened both the private sector through industry income and the public sector through property, severance, and sales taxes. The price of oil and gas has been on the rise in recent months, as positive economic news has increased economic growth expectations in the medium term. After declining for most of 2020 and into 2021, oil and gas production in the region increased by 10% in March 2021 compared to the previous month, but remained significantly below pre-recession levels. The region's labor market has historically been one of the tightest in the State, but will likely remain subdued until oil and gas production recovers more fully.

Oil production in the northern region, particularly in Weld County, has dominated statewide production for over a decade. Oil and gas production has largely been in decline since the end of 2019, as a result of the collapse in demand for oil and gas and significant declines in prices. Year-to-date through March, oil production remains 28.9% below 2020 levels, and natural gas production remains 12.2% below 2020 levels. However, monthly production of both oil and gas in the northern region jumped by about 10% in March 2021, the most recent data available. After remaining around \$40 per barrel for much of the latter half of 2020, oil prices began rising in December and have been hovering around \$70 per barrel during June and July 2021. Prices are expected to remain around \$66 per barrel for the remainder of 2021, based on estimates from the U.S. Energy Information Administration. Increased demand for oil and gas in the near- and midterm, alongside rising prices, is expected to spur additional production.

Only a small portion of the oil and gas exploration and production activity in Weld County occurs within the City limits of the City. Because the City is the largest city in Weld County, rail and highway infrastructure in the City is used in the marketing and distribution of a significant part of the resources produced in the County and the economy of the City is impacted by oil and gas exploration and production activity in the County. However, because of its relatively diverse local economy, the City has historically experienced mostly secondary effects from fluctuations in oil and gas prices, with its economy and employment typically reflecting general economic conditions more than those occurring in any single industry.

No assurance is given that the present oil and gas prices and production levels of oil and gas properties in the region will continue.

### Utilities

Xcel Energy provides electricity to customers in the City and parts of Weld County; United Power, Inc. provides electricity to southern Weld County, and western and northern Weld County customers are provided electricity by Poudre Rural Electric Association, Inc. Natural gas is provided to Weld County customers and City customers by both Atmos Energy and Xcel Energy. Qwest Communications International Inc. is the major provider of local telephone service to County and City customers. **[Please confirm]**

## APPENDIX E

### PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Undertaking (the “Continuing Disclosure Undertaking” or the “Undertaking”) is executed and delivered by the City of Greeley, Colorado, acting by and through its Stormwater Enterprise (the “City”), in connection with the issuance by the City of \$\_\_\_\_\_ \* aggregate principal amount of First-Lien Stormwater System Improvement Revenue Bonds, Series 2022 (the “Series 2022 Bonds”). The Series 2022 Bonds are being issued under City Ordinances No. 10, 2015 and No. \_\_\_\_\_ (collectively, the “Ordinance”) adopted by the City Council (the “Council”), supplemented, as to certain details of the Series 2022 Bonds, by a Final Terms Certificate executed by the City’s Director of Finance (the “Final Terms Certificate” and, collectively with the Ordinances, the “Bond Ordinance”). The City covenants and agrees as follows:

**Section 1. Purpose of this Undertaking.** This Undertaking is being executed and delivered by the City for the benefit of the owners, both registered and beneficial, of the Series 2022 Bonds, in consideration of the purchase of the Series 2022 Bonds by the original purchasers thereof.

**Section 2. Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Bond Ordinance. The terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires.

“*Annual Financial Information*” means the financial information and operating data described in Exhibit I.

“*Annual Financial Information Disclosure*” means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4 hereof.

“*Audited Financial Statements*” means the audited consolidated financial statements of the City, prepared pursuant to the standards and as described in Exhibit I.

“*Commission*” means the Securities and Exchange Commission.

“*Dissemination Agent*” means, initially the City, or any successor agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent’s successors and assigns.

“*EMMA*” means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Material Event*” means the occurrence of any of the events with respect to the Series 2022 Bonds set forth in Exhibit II.

“*Material Events Disclosure*” means dissemination of a notice of a Material Event as set forth in Section 6.

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\* Preliminary; subject to change.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Participating Underwriter*” means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Series 2022 Bonds.

“*Prescribed Form*” means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Material Events with the MSRB at [www.emma.msrb.org](http://www.emma.msrb.org) (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“*Rule*” means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“*State*” means the State of Colorado.

**Section 3. Final Official Statement.** The final Official Statement (the “Final Official Statement”) relating to the Series 2022 Bonds is dated February \_\_, 2022.

**Section 4. Annual Financial Information Disclosure.** Subject to Section 9 of this Undertaking, the City hereby covenants that it will disseminate the Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth below and in Exhibit I) by the City’s delivery of such Annual Financial Information and Audited Financial Statements to the MSRB within 270 days of the completion date of the City’s fiscal year.

The City is required to deliver such information in Prescribed Form and by such time so that the MSRB receives the information by the dates specified.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

**Section 5. Material Events Disclosure.** Subject to Section 9 of this Undertaking, the City hereby covenants that it will disseminate in a timely manner, not in excess of 10 Business Days after the occurrence of the event, Material Events Disclosure to the MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series 2022 Bonds or defeasance of any Series 2022 Bonds need not be given under this Undertaking any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Series 2022 Bonds pursuant to the Bond Ordinance.

**Section 6. Duty to Update EMMA/MSRB.** The City shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB’s e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

**Section 7. Consequences of Failure of the City to Provide Information.** The City shall give notice in a timely manner, not in excess of 10 Business Days after the occurrence of the event, to the MSRB

in Prescribed Form of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the owner of any Series 2022 Bond may seek specific performance by court order to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an Event of Default under the Bond Ordinance or any other agreement, and the sole remedy under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

**Section 8. Amendments; Waiver.** Notwithstanding any other provision of this Undertaking, the City may amend this Undertaking, and any provision of this Undertaking may be waived, if:

- (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City or type of business conducted;
- (ii) This Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (iii) The amendment or waiver does not materially impair the interests of the owners of the Series 2022 Bonds, as determined either by parties unaffiliated with the City (such as the Paying Agent) or by an approving vote of the owners of the Series 2022 Bonds holding a majority of the aggregate principal amount of the Series 2022 Bonds (excluding Series 2022 Bonds held by or on behalf of the City or its affiliates) at the time of the amendment, pursuant to the terms of the Bond Ordinance; or
- (iv) The amendment or waiver is otherwise permitted by the Rule.

**Section 9. Termination of Undertaking.** The Undertaking of the City shall be terminated hereunder when the City shall no longer have any legal liability under the terms of the Bond Ordinance pursuant to the terms of the Bond Ordinance for any obligation on or relating to the repayment of the Series 2022 Bonds. The City shall give notice to the MSRB in a timely manner and in Prescribed Form if this Section is applicable.

**Section 10. Dissemination Agent.** The Dissemination Agent shall transmit all information delivered to it by the City hereunder to the MSRB as provided in this Undertaking. The City may, from time to time, appoint or engage a substitute Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

**Section 11. Additional Information.** Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Material Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Undertaking, the City shall not have any obligation under this Undertaking to update such information or include it in any future disclosure or notice of the occurrence of a Material Event.

**Section 12. Beneficiaries.** This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the owners of the Series 2022 Bonds, and shall create no rights in any other person or entity.

**Section 13. Recordkeeping.** The City shall maintain records of all Annual Financial Information Disclosure and Material Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

**Section 14. Assignment.** The City shall not transfer its obligations under the Bond Ordinance unless the transferee agrees to assume all obligations of the City under this Undertaking or to execute a continuing disclosure agreement under the Rule.

**Section 15. Governing Law.** This Undertaking shall be governed by the laws of the State.

Date: February \_\_, 2022

CITY OF GREELEY, COLORADO

By \_\_\_\_\_  
Finance Director

## EXHIBIT I

### ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

“*Annual Financial Information*” means statistical and tabular material of the type contained in the Final Official Statement pertaining to the Series 2022 Bonds provided in Tables [IV, V, VI and VII].

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to the MSRB or filed with the Commission, and such information need not be provided in the exact format as shown in the Final Official Statement. The City shall clearly identify each such item of information included by reference.

Annual Financial Information will be provided to the MSRB within 270 days after the last day of the City’s fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, and Audited Financial Statements will be provided to the MSRB within 10 Business Days after availability to the City.

Audited Financial Statements will be prepared in accordance with generally accepted accounting principles in the United States as in effect from time to time.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Undertaking, including for this purpose a change made to the fiscal year end of the City, the City will disseminate a notice to the MSRB of such change in Prescribed Form as required by such Section 4.

**EXHIBIT II****EVENTS WITH RESPECT TO THE SERIES 2022 BONDS FOR WHICH MATERIAL EVENTS DISCLOSURE IS REQUIRED**

1. Principal and interest payment delinquencies
2. Nonpayment-related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the City\*
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material
15. Incurrence of a Financial Obligation<sup>1</sup> of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the City, any of which reflect financial difficulties

\* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

<sup>1</sup> "Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into, in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.



**APPENDIX F****INFORMATION RELATED TO BOOK-ENTRY-ONLY SYSTEM**

*The information in this Appendix concerning The Depository Trust Company (“DTC”) and DTC’s book entry-only system has been obtained from DTC, and the City and the Underwriter take no responsibility for the accuracy thereof.*

DTC will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond certificate will be issued for the Series 2022 Bonds, as set forth on the cover page hereof, in the aggregate principal amount of each maturity of the Series 2022 Bonds and deposited with DTC.

DTC, the world’s largest securities depository, is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation, (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others both as U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: “AAA.” The rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of the Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2022 Certificate (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2022 Bonds, except in the event that use of the book entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants remain responsible for keeping accounts of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2022 Certificate documents. For example, Beneficial Owners of the Series 2022 Bonds may wish to ascertain that the nominee holding the Series 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 Bonds within the issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2022 Bonds unless authorized by a Direct Participant on accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2022 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners are governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other name as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

# Council Agenda Summary

December 7, 2021

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

**Title:**

Consideration of a Resolution concerning the proposed City of Greeley, Colorado. First-Lien Sewer Improvement Revenue Bonds Series 2022; authorizing the receipt of competitive bids for the Series 2022 Bonds, including the use of an electronic bidding system therefor; and prescribing certain details concerning such public sale of the Series 2022 Bonds

**Summary:**

The resolution for City Council consideration is to authorize and approve the issuance of the first-lien sewer improvement revenue bonds, Series 2022, in an aggregate principal amount not to exceed \$25,500,000, bearing interest at the rates and maturing on the dates and in the amounts to be set forth in a final terms certificate, and on the terms and conditions provided in the general and series ordinances of the City. The Series 2022 Bonds are being issued for the purpose of acquiring and constructing additions and improvements to the Sewer System.

These projects will need to be partially funded through bond revenues. The resolution states that the City of Greeley authorizes and approves the issuance of the Series 2022 Sewer Revenue bonds, recognizing that the issuance of these bonds will impact the Sewer Fund's debt service payments and the rates required to support those payments. The Water and Sewer Board approved the issuance at their November 17, 2021 meeting.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Bond Issuance of \$25.5 Million
What is the annual impact?	Debt Service Estimate: \$1.4-2.8 Million
What fund of the City will provide Funding?	Sewer Capital Replacement
What is the source of revenue within the fund?	Rates & Fees
Is there grant funding for this item?	Not Applicable
If yes, does this grant require a match?	Not Applicable
Is this grant onetime or ongoing?	Not Applicable

**Legal Issues:**

None. Kutak Rock LLP is serving as bond counsel. Consideration of this matter is a legislative process.

**Other Issues and Considerations:**

The bonds are expected to be marketed mid-February for closing on the sale of the bonds February 24.

**Applicable Council Priority and Goal:**

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

*Public Facilities and Equipment:* Provide a framework of public services, facilities, and equipment that support a safe, pleasing and successful community.

**Decision Options:**

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

**Council's Recommended Action:**

A motion to adopt the Resolution.

**Attachments:**

Draft Resolution

**CITY OF GREELEY, COLORADO  
RESOLUTION NO. \_\_\_, 2022**

**A RESOLUTION CONCERNING THE PROPOSED CITY OF GREELEY, COLORADO,  
FIRST-LIEN SEWER IMPROVEMENT REVENUE BONDS SERIES 2022; AUTHORIZING  
THE RECEIPT OF COMPETITIVE BIDS FOR THE SERIES 2022 BONDS, INCLUDING  
THE USE OF AN ELECTRONIC BIDDING SYSTEM THEREFOR; AND PRESCRIBING  
CERTAIN DETAILS CONCERNING SUCH PUBLIC SALE OF THE SERIES 2022  
BONDS**

WHEREAS, the City Council (the "Council") of the City of Greeley, Colorado (the "City") has determined, and hereby determines, that it is advantageous and favorable to the City that the City's First-Lien Sewer Improvement Revenue Bonds, Series 2022 (the "Series 2022 Bonds") be sold and issued for the purpose of defraying, in whole or in part, the cost of additions and improvements to the municipal sanitary sewer system of the City (the "System") operated by its Sanitary Water Enterprise (the "Enterprise"); and

WHEREAS, pursuant to Section 5-23(c) of the Charter of the City (the "Charter"), the Series 2022 Bonds are to be sold based upon competitive bids to be received by the City, upon due notice as herein provided;

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

**Section 1.** The Series 2022 Bonds shall be sold based upon competitive bids to be received by the City on or about [February 15, 2022]; provided, however, that the Council hereby delegates to the Director of Finance, ex-officio City Treasurer of the City, or his designee, including without limitation, the Deputy Director of Finance (the "Director of Finance") the authority to change the date or time of the public sale of the Series 2022 Bonds to a later date or time (but not later than 180 days after final passage of the ordinance authorizing the Series 2022 Bonds (the "Bond Ordinance")), if the Director of Finance determines that such delay of the sale will maximize the likelihood of marketing the Series 2022 Bonds when market conditions are relatively favorable, or that it is necessary or desirable to provide additional time to finalize information or documentation relating to the Series 2022 Bonds. If there is such a change in sale date or time, appropriate changes may be made to the sale notice forms set forth herein (or such changes may be posted electronically as described in such sale notice forms); and corresponding changes may also be made in dated dates of the Series 2022 Bonds and other documents and instruments referred to herein. Bids for the Series 2022 Bonds must be submitted electronically by means of the i-Deal Parity system ("Parity"), in the manner described below. No other method of submitting bids will be accepted. The Director of Finance and the City Clerk of the City are hereby authorized and directed to cause to be published in the Greeley Daily Tribune, a newspaper published and of general circulation in the City, at least once at least five days prior to the date of receiving bids, a notice of bond sale in substantially the following form, with such completions and changes as may be approved by the Director of Finance as further provided in Section 5 hereof:

(Form of Notice of Bond Sale for Publication)

NOTICE OF BOND SALE  
CITY OF GREELEY, COLORADO  
FIRST-LIEN SEWER IMPROVEMENT REVENUE BONDS  
SERIES 2022—\$\_\_\_\_\_\*

PUBLIC NOTICE IS HEREBY GIVEN that the City of Greeley, Colorado (the “City”) will on [Tuesday, February 15, 2022] at the hour of 9:30 a.m., Greeley time, receive competitive bids for the purchase of the “City of Greeley, Colorado, First-Lien Sewer Improvement Revenue Bonds, Series 2022” (the “Series 2022 Bonds”) in the aggregate principal amount of \$\_\_\_\_\_\* (subject to possible adjustment as provided in the below-described Official Notice), by means of the i-Deal Parity electronic bidding system (“Parity”). The date and time of the sale may be changed at the discretion of the City, and the City also reserves the right to make other changes to the provisions of this notice (and the below-described Official Notice) prior to the date and time of the sale. Any such changes may be posted through Parity; prospective bidders are advised to check for such Parity postings prior to the stated sale time. Bids must be submitted via Parity by the date and hour specified above (or other date and time specified through Parity).

This publication is a condensation of the City’s Official Notice of Sale (the “Official Notice”), authorized by the City Council of the City on January \_\_, 2022, and the information contained herein is subject in all respects to the Official Notice. The Official Notice, the Preliminary Official Statement relating to the Series 2022 Bonds (the “Preliminary Official Statement”), and other information concerning the City and the Series 2022 Bonds may be obtained from John Karner, Director of Finance, ex-officio City Treasurer, City Hall, 1000 10th Street, Greeley, Colorado 80631 (telephone: (970) 350-9732; facsimile: (970)-350-9328; e-mail: john.karner@greeleygov.com), or from the City’s Financial Advisor, Hilltop Securities, Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 500, Denver, Colorado 80237, (telephone: (303) 771-0217; e-mail: Jason.Simmons@hilltopsecurities.com). Reference is made to the Preliminary Official Statement for information as to the authorization and purpose of the Series 2022 Bonds; security for the Series 2022 Bonds; the book-entry system, transfer, exchange and place of payment of the Series 2022 Bonds; the City’s continuing disclosure undertaking and other information relating to the Series 2022 Bonds and the City. Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

The Series 2022 Bonds will be dated the date of their delivery and will be issued as fully registered bonds, in denominations of \$5,000 and integral multiples thereof, by means of a book-entry system with no physical distribution of bond certificates to the public. Interest on the Series 2022 Bonds will be payable on February 1 and August 1 of each year commencing on August 1, 2022. The Series 2022 Bonds will mature on August 1 in the years and in the amounts of principal designated below:

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\* Subject to adjustment as hereinafter permitted.

<b>Maturity Date</b>	<b>Principal Amount<sup>1</sup></b>
August 1, 2022	\$
August 1, 2023	
August 1, 2024	
August 1, 2025	
August 1, 2026	
August 1, 2027	
August 1, 2028	
August 1, 2029	
August 1, 2030	
August 1, 2031	
August 1, 2032	
August 1, 2033	
August 1, 2034	
August 1, 2035	
August 1, 2036	
August 1, 2037	
August 1, 2038	
August 1, 2039	
August 1, 2040	
August 1, 2041	
August 1, 2042	

<sup>1</sup> Subject to adjustment as provided below.

The aggregate principal amount of the Series 2022 Bonds, the principal amount of each maturity of the Series 2022 Bonds set forth above, and any premium specified in the winning bid are subject to adjustment by the City after determination of the winning bid, all as provided in the Official Notice. Any such adjustment will not change the interest rates specified by the successful bidder. The successful bidder may not withdraw its bid as a result of any such adjustment in principal amount of the Series 2022 Bonds.

A bidder has the option to specify that the Series 2022 Bonds maturing on and after August 1, 20\_\_ be included in one or two (but not more than two) term maturities, subject to certain conditions and limitations provided in the Official Notice.

The Series 2022 Bonds maturing on and after August 1, 20\_\_ are subject to prior redemption at the option of the City, in whole or in part, on August 1, 20\_\_ or at any time thereafter (if in part, in integral multiples of \$5,000, from any maturity or maturities or portions thereof as selected by the City and by lot within a maturity in such manner as the Registrar, initially the City, shall determine), at a redemption price equal to the principal amounts so redeemed plus accrued interest thereon to the redemption date, without redemption premium.

Any bidder is required to submit an unconditional bid specifying the interest rates and premium, if any, at which the bidder will purchase all of the Series 2022 Bonds. It is not permissible to bid a discount on the sale of the Series 2022 Bonds from the City to the initial

purchaser (however, original issue discount is not precluded so long as the total purchase price paid by the initial purchaser to the City is at least equal to the principal amount of the Series 2022 Bonds). Reference is made to the Official Notice for information as to other limitations on the interest rates that may be bid for the Series 2022 Bonds.

Each bid must be submitted through Parity and the City reserves the right to disregard any bid in any other form. Electronic bids via Parity must be submitted in accordance with Parity’s Rules of Participation, as well as the provisions of the Official Notice of Sale. The apparent successful bidder must confirm its bid by signed fax promptly upon instruction by the City. The good faith deposit of the successful bidder must be received by the City by certified check or wire transfer not later than 2:00 p.m., Greeley time, on the next business day following the award, and will be applied (without any interest accruing to the successful bidder) to the purchase price of the Series 2022 Bonds. In the event the successful bidder fails to honor its accepted bid, its good faith deposit and any interest accrued thereon will be retained by the City. Reference is made to the Official Notice for further information, conditions and requirements relating to Parity, bid limitations, basis of award, and good faith deposit.

The City reserves the right (a) to reject any and all bids for the Series 2022 Bonds, (b) to reoffer the Series 2022 Bonds for sale, and (c) to waive any irregularity or informality in any bid. The award of the Series 2022 Bonds will be subject to final passage, effectiveness and expiration of the referendum period with respect to the ordinance authorizing the Series 2022 Bonds and favorable action of the City’s Water and Sewer Board.

The successful bidder will be required to make payment of the balance due for the Series 2022 Bonds, in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City, at a bank or trust company designated by the City’s Director of Finance. The Series 2022 Bonds will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

The validity and enforceability of the Series 2022 Bonds will be approved by Kutak Rock LLP, whose opinion, together with a transcript of legal proceedings, will be furnished to the initial purchaser without charge.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO dated this February \_\_, 2022.

By /s/ \_\_\_\_\_  
Mayor, City of Greeley, Colorado

(End of Form of Notice of Bond  
Sale for Publication)



**Section 2.** The Official Notice of Bond Sale shall be in substantially the following form, with such completions and changes as may be approved by the Director of Finance, as further provided in Section 5 hereof:

(Form of Official Notice of Bond Sale)

OFFICIAL NOTICE OF SALE  
CITY OF GREELEY, COLORADO  
FIRST-LIEN SEWER IMPROVEMENT REVENUE BONDS  
SERIES 2022—\$\_\_\_\_\_\*

PUBLIC NOTICE IS HEREBY GIVEN that the City of Greeley, Colorado (the “City”) will on [Tuesday, February 15, 2022], at the hour of 9:30 a.m., Greeley time, receive competitive bids for the purchase of the Series 2022 Bonds more particularly described below by means of the i-Deal Parity electronic bidding system (“Parity”). No other method of submitting bids will be accepted. The use of Parity shall be at the bidder’s risk and expense, and neither the City, its Financial Advisor nor Bond Counsel shall have any liability with respect thereto. Electronic bids via Parity must be submitted in accordance with Parity’s Rules of Participation, as well as the provisions of this Official Notice of Sale. To the extent that provisions of this Official Notice of Sale conflict with Parity’s Rules of Participation or any instruction or directions set forth by Parity, the provisions of this Official Notice of Sale shall control.

The date and time of the sale may be changed at the discretion of the City, and the City also reserves the right to make other changes to the provisions of this Official Notice prior to the date and time of the sale; any such changes may be posted through Parity. Prospective bidders are advised to check for such Parity postings prior to the stated sale time. Bids must be submitted via Parity by the date and hour specified above (or other date and time specified through Parity) as specified in “Bid Proposal” and “Parity” below.

**Issue**

The Series 2022 Bonds to be sold are the “City of Greeley, Colorado, First-Lien Sewer Improvement Revenue Bonds, Series 2022” (the “Series 2022 Bonds”) in the aggregate principal amount of \$\_\_\_\_\_.<sup>\*</sup> The Series 2022 Bonds will be dated the date of their delivery and will be issued in fully registered form, in denominations of \$5,000 and integral multiples thereof, by means of a book entry system with no physical distribution of bond certificates to the public.

**Information Available From  
Preliminary Official Statement**

This Official Notice of Sale is not to be treated as a complete disclosure of all relevant information with respect to the Series 2022 Bonds. The information set forth herein is subject to the more complete information as to the Series 2022 Bonds and the City set forth in the Preliminary

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\* Subject to possible adjustment as described below under the caption “Maturities; Possible Principal Adjustment.”

Official Statement (the “Preliminary Official Statement”), and reference is made to the Preliminary Official Statement for information as to the authorization and purpose of the Series 2022 Bonds; security for the Series 2022 Bonds; the City’s rights to issue additional obligations in the future on a parity with or subordinate to the Series 2022 Bonds; the book-entry system, transfer, exchange and place of payment of the Series 2022 Bonds; the City’s continuing disclosure undertaking and other information relating to the Series 2022 Bonds and the City.

**Maturities; Possible Principal Adjustment**

The Series 2022 Bonds will mature on August 1 in the years and in the amounts of Series 2022 principal as designated below:

<b>Maturity Date</b>	<b>Principal Amount<sup>1</sup></b>
August 1, 2022	\$
August 1, 2023	
August 1, 2024	
August 1, 2025	
August 1, 2026	
August 1, 2027	
August 1, 2028	
August 1, 2029	
August 1, 2030	
August 1, 2031	
August 1, 2032	
August 1, 2033	
August 1, 2034	
August 1, 2035	
August 1, 2036	
August 1, 2037	
August 1, 2038	
August 1, 2039	
August 1, 2040	
August 1, 2041	
August 1, 2042	

<sup>1</sup> Subject to adjustment as provided below.

The aggregate principal amount of the Series 2022 Bonds and the principal amount of each maturity of the Series 2022 Bonds set forth above are subject to adjustment by the City after determination of the winning bid, to the extent the City deems appropriate in order to generate proceeds consistent with the purpose for which the Series 2022 Bonds are being issued (which may reflect reductions in the issue size to compensate for the premium specified in the winning bid). Any such principal adjustment will be communicated to the successful bidder by the time of award of the Series 2022 Bonds, and will not reduce or increase the aggregate principal amount of Series 2022 Bonds by more than 20% from the total principal amount shown above. The price bid (i.e., par plus any premium bid) by a successful bidder may be changed as described below, but

the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits. The price bid will be changed so that the percentage net compensation to the successful bidder (i.e., the percentage resulting from dividing (a) the aggregate difference between the offering price of the Series 2022 Bonds to the public and the price to be paid by the bidder to purchase the Series 2022 Bonds, by (b) the principal amount of the Series 2022 Bonds) does not increase or decrease from what it would have been if no adjustment were made to the principal amounts shown in the maturity schedule set forth above.

Bidders may specify that certain Series 2022 Bonds be included in one or two (but not more than two) term maturities as described in “Prior Redemption—Mandatory Sinking Fund Redemption” below.

### **Prior Redemption**

(a) ***Optional Redemption.*** The Series 2022 Bonds maturing on and after August 1, 20\_\_ are subject to redemption prior to their respective maturities at the option of the City, in whole or in part, on August 1, 20\_\_ or at any time thereafter (if in part, in integral multiples of \$5,000, from any maturity or maturities or portions thereof as selected by the City and by lot within a maturity in such manner as the Registrar, initially the City, shall determine, giving proportionate weight, if necessary, to Series 2022 Bonds in denominations larger than \$5,000), at a redemption price equal to the principal amount so redeemed plus accrued interest thereon to the redemption date, without redemption premium.

(b) ***Mandatory Sinking Fund Redemption.*** A bidder has the option to specify that Series 2022 Bonds maturing on and after August 1, 20\_\_ be included in one or two (but not more than two) term maturities. Amounts included in a single term maturity must consist of two or more consecutive maturities identified in the serial maturity schedule set forth above, must bear the same rate of interest and must include the entire principal amount for any serial maturity included in the term maturity (i.e., the principal amount maturing in any year may not be divided between a serial maturity and a mandatory sinking fund redemption or between two or more mandatory sinking fund redemptions). Any such Series 2022 term Bonds will be subject to mandatory sinking fund redemption in installments in the same amounts and on the same dates as the Series 2022 Bonds would have matured if they were not included in a term maturity. Series 2022 Bonds redeemed pursuant to the mandatory sinking fund redemption provisions will be redeemed at a redemption price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed plus accrued interest to the redemption date in the manner and as otherwise provided in the ordinance authorizing the Series 2022 Bonds (the “Bond Ordinance”). Any election to designate Series 2022 Bonds included in a term maturity must be made via Parity (see “Bid Proposal” below).

### **Interest Rates and Limitations**

Interest shall be payable on February 1 and August 1 of each year commencing on [August 1, 2022], and will be computed on the basis of a 360-day year of twelve 30-day months.

There is no limit on the number of rates specified, except that one interest rate only shall be specified for the Series 2022 Bonds of any maturity. Supplemental interest coupons will not be permitted. The rate must be stated in a multiple of 1/8th or 1/20th of 1% per annum. A zero rate of interest may not be named. The maximum differential between the lowest and the highest interest rates stated in the bid may not exceed 3% per annum. The maximum interest rate shall not exceed 5.00%.

**City Not to Receive Less Than Par;  
Original Issue Discount Otherwise  
Permitted**

The Series 2022 Bonds shall not be sold by the City for less than their aggregate principal amount. It is not permissible to bid a discount on the sale of the Series 2022 Bonds from the City to the initial purchaser, and no discount or commission will be allowed or paid on the sale of the Series 2022 Bonds from the City to the initial purchaser. The foregoing shall not preclude original issue discount so long as the total purchase price paid by the initial purchaser to the City is at least equal to the aggregate principal amount of the Series 2022 Bonds.

**Bid Proposal**

Any bidder is required to submit an unconditional bid specifying the interest rates and premium, if any, at which the bidder will purchase all of the Series 2022 Bonds.

Each bidder must submit its bid electronically by means of Parity, as provided below, and any bid in any other form may be disregarded.

**Parity**

All bids must be submitted electronically via Parity in accordance with Parity's Rules of Participation in addition to the requirements of this Official Notice of Sale. No other provider of bidding services and no other means of delivery (i.e., telephone, facsimile or physical delivery) will be accepted. To bid, bidders must first register with Parity. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Parity may call (212) 849-5021 for their ID number or password. In the event of a general malfunction in the electronic bidding process, bidders will be contacted to reschedule bidding. To the extent Parity's Rules of Participation or any instruction or directions set forth by Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

Bids for the Series 2022 Bonds must be electronically submitted via Parity no later than 9:30 a.m., Greeley time on [February 15, 2022] (or such later date or time as may be posted via Parity), and no bids will be received after that time. Once the bids are communicated electronically via Parity, each bid shall constitute an irrevocable offer to purchase the Series 2022 Bonds on the terms therein provided and shall be binding upon the bidder. For all purposes of the Parity electronic bidding process, the time as maintained on Parity shall constitute the official time.

By bidding for the Series 2022 Bonds, each bidder represents and warrants to the City that such bidder's bid for the purchase of the Series 2022 Bonds is submitted for and on behalf of such bidder by an officer or agent who is duly authorized to bind such bidder to a legal, valid and enforceable contract for the purchase of the Series 2022 Bonds. **Each bidder shall be solely responsible for making necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale and Parity's Rules of Participation.** Neither the City, the Financial Advisor, Bond Counsel, nor Parity shall have any duty or obligation to provide or assure such access to any bidder, and neither the City, the Financial Advisor, Bond Counsel, nor Parity shall be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the use of Parity. The City is using Parity as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Series 2022 Bonds.

The City will notify the apparent successful bidder electronically (via Parity) as soon as possible after the City's receipt of bids, that such bidder's bid appears to be the best conforming bid received for the Series 2022 Bonds, subject to verification by the City and official action to be taken by the City's Director of Finance or his designee, including without limitation, the Deputy Director of Finance (the "Director of Finance") as described in "Time of Award" below. Promptly upon such notification, the apparent successful bidder will be required to confirm its bid by providing the City with signed documentation of its bid satisfactory to the City's Director of Finance.

### **Successful Bidder's Reoffering Prices**

At or before 12:00 noon, Greeley time, on the day of sale, the successful bidder for the Series 2022 Bonds must provide to the City's Financial Advisor (see "Information" below), the initial prices and yields to the public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of each maturity of the Series 2022 Bonds was sold, in an aggregate dollar amount. The information as to initial offering prices shall be based on the winning bidder's expectations as of the day of sale and not on actual facts after the day of sale. Such initial prices and yields must be confirmed by written certificate in form and substance satisfactory to the City's Bond Counsel on the date of delivery of and payment for the Series 2022 Bonds. The successful bidder for the Series 2022 Bonds must also certify to the City in writing prior to delivery of the Series 2022 Bonds that the Series 2022 Bonds were sold as fixed interest rate Bonds as described in the Final Official Statement.

### **Good Faith Deposit**

The successful bidder will be required to submit its good faith deposit in the amount of \$[200,000] to the City in the form of a cashier's check (or wire transfer as instructed by the City or its Financial Advisor) not later than 2:00 p.m., Greeley time, on the next business day following the award. The good faith deposit will be held by the City pending the delivery of the Series 2022 Bonds to secure the City against any failure of the successful bidder to comply with the terms of its bid, and in the event the successful bidder fails to honor its bid, its good faith deposit and any interest accrued thereon will be retained by the City. Upon delivery of the Series 2022 Bonds in accordance with the terms of the bid, the good faith deposit of the successful bidder will be applied

to the purchase price. No interest on any good faith deposit will accrue to the purchaser or any other bidder. See also “Manner and Time of Delivery” below.

### **Sale Reservations**

The City reserves the right (a) to reject any and all bids for the Series 2022 Bonds, (b) to reoffer the Series 2022 Bonds for sale, and (c) to waive any irregularity or informality in any bid. The City also reserves the right to change the date and time of sale of the Series 2022 Bonds and to make other changes to the provisions of this Official Notice of Bond Sale prior to the date and time of the sale. Any such changes may be announced through Parity. Except as it may be amended by such Parity communication or other means of communication to prospective bidders, this Official Notice of Bond Sale shall remain effective. If bids are not received at the time herein stated or if all bids are rejected, the City may reoffer the Series 2022 Bonds for sale at any time thereafter.

### **Basis of Award**

The Series 2022 Bonds, subject to the reservations and limitations set forth herein, will be sold to the responsible bidder making the best bid therefor. The best bid will be determined by computing the True Interest Cost of the Series 2022 Bonds (i.e., using an actuarial or TIC method) for each bid received and an award will be made (if any is made) to the responsible bidder submitting the bid which results in the lowest True Interest Cost of the Series 2022 Bonds. “True Interest Cost” of the Series 2022 Bonds as used herein means that yield which, if used to compute the present worth of all payments of principal and interest to be made on the Series 2022 Bonds from their date (assuming solely for this purpose that the Series 2022 Bonds will be dated February \_\_, 2022) to their respective maturity or mandatory sinking fund redemption dates, using the interest rates specified in the bid and the principal amounts maturing as shown in the maturity schedule set forth in “Maturities; Possible Principal Adjustment” above, produces an amount equal to the principal amount of the Series 2022 Bonds plus any premium bid. Such calculation shall be made without reference to the possible optional redemption of any of the Series 2022 Bonds prior to maturity. Such calculation shall be based on a 360-day year and a semiannual compounding interval. If two or more conforming bids have the same True Interest Cost, the first bid submitted, as determined by reference to the time stamp of Parity, shall be the winning bid.

### **Time of Award**

Bids will be received at the time specified. The City has delegated to the City’s Director of Finance the authority to determine the winning bid and to award the Series 2022 Bonds (or to reject all bids). The Director of Finance will take such action within 36 hours after the expiration of the time herein specified for opening bids. Any such award of the Series 2022 Bonds will be subject to expiration of the referendum period with respect to the Bond Ordinance.

### **Manner and Time of Delivery**

The good faith deposit of the successful bidder will be credited to the purchaser at the time of delivery of the Series 2022 Bonds (without accruing interest). If the successful bidder for the Series 2022 Bonds fails or neglects to complete the purchase of the Series 2022 Bonds when the Series 2022 Bonds are made ready and are tendered for delivery, the amount of this good faith

deposit will be forfeited (as liquidated damages for noncompliance with the bid) to the City, except as hereinafter provided. In that event the City may reoffer the Series 2022 Bonds for sale. The purchaser will not be required to accept delivery of any of the Series 2022 Bonds if they are not tendered for delivery within 60 days from the date bids are received; and if the Series 2022 Bonds are not so tendered within said period of time, the good faith deposit will be returned to the purchaser upon its request (without accruing interest). The City contemplates, however, effecting delivery of the Series 2022 Bonds to the purchaser on or about February \_\_, 2022. Delivery of any Series 2022 Bond is conditioned upon the receipt by the City of a certificate as to their issue price. See “—Establishment of Issue Price” below.

### **Payment and Place of Delivery**

The successful bidder will be required to make payment of the balance due for the Series 2022 Bonds at a bank or trust company designated by the City’s Director of Finance. Payment of the balance of the purchase price due at delivery must be made in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City. The Series 2022 Bonds will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

### **CUSIP Numbers**

CUSIP numbers will be ordered by the Financial Advisor and paid for by the City as a cost of issuance. CUSIP numbers will be printed on the Series 2022 Bonds. If a wrong number is imprinted on any Series 2022 Bond or if a number is not printed thereon, any such error or omission will not constitute cause for the successful bidder to refuse delivery of any Series 2022 Bond.

### **Official Statement**

The City has prepared the Preliminary Official Statement, which is deemed by the City to be a final official statement as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), except for the omission of certain information as permitted by the Rule. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement, as defined below. The Preliminary Official Statement is available only in electronic form by posting at [www.meritos.com](http://www.meritos.com) and at [www.i-dealprospectus.com](http://www.i-dealprospectus.com). Other information concerning the City and the Series 2022 Bonds may be obtained prior to the sale from the sources listed under “Information” below.

The City will, as soon as practicable after the award of the Series 2022 Bonds to the successful bidder, update the information contained in the Preliminary Official Statement to the date of the award, and such updated Preliminary Official Statement will constitute the “Final Official Statement” relating to the Series 2022 Bonds. The City authorizes the successful bidder to distribute the Final Official Statement in connection with the offering of the Series 2022 Bonds; provided that the successful bidder must cooperate in providing the information required to complete the Final Official Statement. The City will provide to the successful bidder not to exceed 150 copies of the Final Official Statement on or before the seventh business day following the date of the award to the successful bidder. The successful bidder may obtain additional copies of the Final Official Statement at its expense. The City will provide a copy of the Official Statement,

including any amendments thereto, in word-searchable PDF format as described in the Municipal Securities Rulemaking Board's ("MSRB") Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the successful bidder no later than one business day prior to the Closing Date to enable the successful bidder to comply with MSRB Rule G-32.

For a period beginning on the date of the Final Official Statement and ending 25 days following the "end of the underwriting period" (as defined in the Rule), if any event concerning the affairs, properties or financial condition of the City shall occur or be discovered as a result of which it is necessary to supplement the Final Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the City shall notify the successful bidder of any such event of which the Director of Finance has actual knowledge and shall cooperate fully in preparing and furnishing, at the City's expense, any supplement to the Final Official Statement necessary, in the reasonable opinion of the City and the successful bidder, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time.

### **Secondary Market Disclosure Undertaking**

Pursuant to the Rule, the City will undertake to provide certain ongoing disclosure, including certain annual operating data and financial information, audited financial statements and the occurrence of certain events. A form of the undertaking is set forth in the Preliminary Official Statement.

### **Transcript and Legal Opinion**

The validity and enforceability of the Series 2022 Bonds will be approved by Kutak Rock LLP, as Bond Counsel. The purchaser will receive a transcript of legal proceedings, which will include, among other documents:

- (a) a certificate executed by officials of the City, including the City Attorney, stating that there is no litigation pending against the City affecting the validity of the Series 2022 Bonds as of the date of their delivery;
- (b) a certificate executed by the Director of Finance or other authorized official of the City stating that, to the best of knowledge of such official, the Final Official Statement as of its date did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading, and that, to the best of such official's knowledge, since the date of the Final Official Statement no event has occurred which would cause the Final Official Statement as of the date of the delivery of the Series 2022 Bonds to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading (provided that information relating to The Depository Trust Company will be excluded from such statements; and further provided that, if between the date of the public sale of the Series 2022 Bonds and the date of delivery of the Series 2022 Bonds, any event



should occur or be discovered which would cause the Final Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the purchaser thereof and shall cooperate in any necessary supplement or amendment to the Final Official Statement as described above under “Official Statement”;

(c) a letter from Bond Counsel, addressed to the purchaser of the Series 2022 Bonds, to the effect that the firm has not independently verified the information contained in the Final Official Statement, but that during the course of the participation by the firm in the preparation of the Final Official Statement no information came to the attention of the firm to lead it to believe that the Final Official Statement (except the financial statements and other statistical and financial data contained in the Final Official Statement, and except information relating to The Depository Trust Company contained in the Final Official Statement, as to which such firm will make no statement) as of its date either contained an untrue statement of any material fact or omitted to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading; and

(d) the opinion of Kutak Rock LLP as to the validity, enforceability and tax-exempt status of interest on the Series 2022 Bonds, the form of which is set forth in the Preliminary Official Statement as Appendix A thereto.

### **Establishment of Issue Price.**

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Series 2022 Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended. The issue price of the Series 2022 Bonds shall be established as follows:

(a) The winning bidder shall assist the City in establishing the issue price of the Series 2022 Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2022 Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Series 2022 Bonds may be taken on behalf of the City by the Financial Advisor and any notice or report to be provided to the City may be provided to the Financial Advisor.

(b) The City intends that the provisions of Section 1.148-1(f)(3)(i) of the Treasury Regulations (defining “competitive sale” for purposes of establishing the issue price of the Series 2022 Bonds) will apply to the initial sale of the Series 2022 Bonds (the “competitive sale requirements”) because:

1. the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
2. all bidders shall have an equal opportunity to bid;
3. the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
4. the City anticipates awarding the sale of the Series 2022 Bonds to the bidder who submits a firm offer to purchase the Series 2022 Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2022 Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Series 2022 Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2022 Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Series 2022 Bonds satisfies the 10% test as of the date and time of the award of the Series 2022 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Series 2022 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2022 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Series 2022 Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2022 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2022 Bonds.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Series 2022 Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2022 Bonds, that the underwriters will neither offer nor sell unsold Series 2022 Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or

2. the date on which the underwriters have sold at least 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2022 Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Series 2022 Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

(f) The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds.

(g) By submitting a bid, each bidder confirms that:

1. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires;

(B) to promptly notify the winning bidder of any sales of Series 2022 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2022 Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

2. any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2022 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2022 Bonds to the public (each such term being

used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

1. “public” means any person other than an underwriter or a related party;
2. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2022 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2022 Bonds to the public);
3. a purchaser of any of the Series 2022 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
4. “sale date” means the date that the Series 2022 Bonds are awarded by the City to the winning bidder.

## Information

This Official Notice of Sale (a condensation of which has been ordered published), the Preliminary Official Statement and other information concerning the City and the Series 2022 Bonds may be obtained from John Karner, Director of Finance, ex-officio City Treasurer, City Hall, 1000 Tenth Street, Greeley, Colorado 80631 (telephone: (970) 350-9732, facsimile: (970) 350-9328, e-mail: john.karner@greeleygov.com), or from the City’s Financial Advisor, Hilltop Securities, Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 500, Denver, Colorado 80237, (telephone: (303) 771-0217; e-mail: Jason.Simmons@hilltopsecurities.com). Information regarding Parity, including any fees charged, may be obtained from i-Deal LLC, 2nd Floor, 1359 Broadway, New York, New York 10018 (telephone: (212) 849-5021).

BY ORDER OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO,  
dated this February \_\_, 2022.

By /s/  
 Mayor, City of Greeley, Colorado

(End of Form of Official Notice of Bond Sale)

**Section 3.** The Director of Finance and other appropriate officers and agents of the City are hereby authorized to give such other notice of the sale of the Series 2022 Bonds, if any, as they deem appropriate, including, but not limited to, the distribution among investment bankers and others of the Official Notice of Sale authorized by Section 2 hereof and a Preliminary Official Statement relating to the issuance and sale of the Series 2022 Bonds (the "Preliminary Official Statement"), which distribution may be by such means (including, without limitation, electronic posting) as the Director of Finance may deem appropriate.

**Section 4.** Bids for the Series 2022 Bonds shall be received via Parity at the time and in the manner provided in the Official Notice of Sale, with such changes as may be approved by the Director of Finance. Notwithstanding any other provision of this resolution, the Council hereby delegates to the Director of Finance the following power and authority: (a) the Director of Finance may change the date or time of the public sale of the Series 2022 Bonds to a later date or time (but not later than 180 days after final passage of the Bond Ordinance) if the Director of Finance determines that such delay of the sale will maximize the likelihood of marketing the Series 2022 Bonds when market conditions are relatively favorable, or that it is necessary or desirable to provide additional time to finalize information or documentation relating to the Series 2022 Bonds, and (b) the Director of Finance may make such completions and other changes, not inconsistent with the Bond Ordinance, to both the published and official sale notice forms contained in this resolution as the Director of Finance may deem necessary or appropriate to conduct the public sale of the Series 2022 Bonds expeditiously and to the best financial advantage of the City.

**Section 5.** The Council hereby further delegates to the City's Director of Finance the power and authority to make any amendments or include any additional provisions to the Official Notice of Sale in order to finalize the Official Notice of Sale so long as any such amendments or additional provisions are not in conflict with the terms and parameters of the Bond Ordinance; to determine the winning bid for the Series 2022 Bonds; to determine the final aggregate principal amount and maturity schedule for the Series 2022 Bonds, including the principal maturities of the Series 2022 Bonds (so as to generate bond proceeds consistent with the costs of the project for which the Series 2022 Bonds are being issued) and to determine any related premium adjustment, all as provided in the Official Notice of Sale; and to award the Series 2022 Bonds and to execute an appropriate written acceptance of the winning bid (including, without limitation, a sale certificate setting forth such determinations, certifications and approvals as may be required or contemplated by the Bond Ordinance), or to reject all bids; provided that any such award and acceptance shall be subject to the final passage and effectiveness of the Bond Ordinance, expiration of the referendum period with respect thereto, and favorable action of the City's Water and Sewer Board.

**Section 6.** The proposed form of Preliminary Official Statement of the City relating to the issuance and sale of the Series 2022 Bonds has been presented to the meeting of the Council at which this Resolution is approved and is on file in the office of the City Clerk. The Preliminary Official Statement, in substantially the form so presented with such additional changes as are made prior to the sale date, is hereby deemed by the City to be a "nearly final official statement" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The distribution and use by the Purchaser for the reoffering of the Series 2022 Bonds to the public of the final Official Statement (the "Official Statement"), in substantially the form of the Preliminary Official Statement, but with such amendments, additions and deletions as are consistent with the facts, as are not inconsistent herewith and as are approved by the Mayor as evidenced by the Mayor's execution of the Official Statement, is hereby authorized and approved, and the Mayor is authorized to sign the final Official Statement on behalf of the City.

**Section 7.** The officers and agents of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including, but not limited to, the preparation and distribution of the Preliminary Official Statement and the publication, electronic posting and distribution of notice relating to the public sale of the Series 2022 Bonds. The Council deems all delegations, directions, instructions and authorizations contained in this resolution to be consistent with Section 3-14 of the Charter. To the extent required by Section 3-14 of the Charter, the effectuation of this resolution shall be subject to the supervision of the City Manager of the City, and the City Manager is hereby directed to give all orders, directions, instructions and authorizations to City personnel as may be necessary or appropriate to accomplish the purposes of this resolution.

**Section 8.** All resolutions, motions, orders, bylaws, rules or regulations, or parts thereof, in conflict with this resolution are hereby repealed only to the extent of such inconsistency.

**Section 9.** If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining parts or provisions of this resolution.

**Section 10.** This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021

ATTEST:

THE CITY OF GREELEY, COLORADO

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

\_\_\_\_\_  
Mayor



**APPENDIX A**  
**(ATTACH PUBLISHED NOTICE)**

**APPENDIX B  
FORM OF ISSUE PRICE CERTIFICATE**

**ISSUE PRICE CERTIFICATE**

\$ \_\_\_\_\_  
**City of Greeley, Colorado**  
**acting by and through its**  
**Sanitary Water Enterprise**  
**First-Lien Sewer Improvement Revenue Bonds,**  
**Series 2022**

[CLOSING DATE]

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Series 2022 Bonds”) by the City of Greeley, Colorado, acting by and through its Sanitary Water Enterprise (the “City”) [*Sections 1 and 2 and schedules to be adjusted in execution version as necessary if all of the requirements of a “competitive sale” are not satisfied.*]

**1. Reasonably Expected Initial Offering Price.**

(a) As of [THE SALE DATE], the reasonably expected initial offering prices of the Series 2022 Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Series 2022 Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Series 2022 Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Series 2022 Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Series 2022 Bonds.

**2. Defined Terms.**

(a) “*Maturity*” means Series 2022 Bonds with the same credit and payment terms. Series 2022 Bonds with different maturity dates, or Series 2022 Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) “Underwriter” means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2022 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2022 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Series 2022 Bonds, and by Kutak Rock LLP in connection with rendering its opinion that the interest on the Series 2022 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Series 2022 Bonds.

IN WITNESS WHEREOF, the undersigned, on behalf of [SHORT NAME OF UNDERWRITER], has set his or her hand as of the date first written above.

[UNDERWRITER]

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

—  
Name: \_\_\_\_\_

—  
Title: \_\_\_\_\_

—

SCHEDULE A  
EXPECTED OFFERING PRICES  
[ATTACH]

SCHEDULE B  
UNDERWRITER'S BID  
[ATTACH]

# Council Agenda Summary

December 7, 2021

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

**Title:**

Consideration of a Resolution Approving the 2022 Budget for the Greeley Downtown Development Authority and Appropriating Funds for that Budget

**Summary:**

This resolution approves the Greeley Downtown Development Authority (DDA) budget and authorizes the appropriations for the fiscal year 2022 (January 1, 2022 through December 31, 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:	Total appropriations for the Greeley Downtown Development Authority in the resolution are \$370,700 for Normal Operations expenditures.

**Legal Issues:**

None.

**Other Issues and Considerations:**

None

**Applicable Council Priority and Goal:**

*Your Home is Here: In 2040, Greeley is a distinctive, character-rich community known for its high quality standard of living. Residents have access to an amazing variety of housing options including style, price, and location. Our unique neighborhoods are built around the village concept, featuring entertainment, retail, parks, and dining options within a central, walkable location.*

**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:**

Draft Resolution

Minutes-Greeley Downtown Development Authority (DDA) Board of Directors Meeting  
11/18/2021 with DDA Proposed 2022 Budget

**CITY OF GREELEY  
RESOLUTION NO. \_\_\_\_\_, 2021**

**RESOLUTION APPROVING THE 2022 BUDGET OF THE GREELEY DOWNTOWN DEVELOPMENT  
AUTHORITY AND APPROPRIATING FUNDS FOR THAT BUDGET**

WHEREAS, the Downtown Development Authority (the "DDA") in the City of Greeley, Colorado was created under the provisions of Part 8 of Article 25 of Title 31, C.R.S.; and

WHEREAS, the Board of Directors of the DDA in the City of Greeley, Colorado, has reviewed and considered a proposed budget on November 18, 2021.

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

Section 1. Pursuant to 31-25-816(1), C.R.S., the City of Greeley hereby approves for fiscal 2022 (January 1, 2022 to December 31, 2022) the annual budget for the DDA in the City of Greeley, Colorado; which consists of a document designated as such, including proceeds of a tax levy of 5.000 mills upon real and personal property within the DDA.

Section 2. The annual budget of the DDA for the year 2022, as adopted by the DDA and approved by the City, shall be on file in the City Clerk's office for public inspection during office hours of such office for the entire year of 2022; that budget attached hereto and incorporated herein as Exhibit "A".

Section 3. There are hereby appropriated for fiscal year 2022 the following amounts:

Fund Description	Amount
Normal Operations	\$ 370,700
Total	\$ 370,700

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

**ATTEST:**

**THE CITY OF GREELEY**

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

\_\_\_\_\_  
Mayor



**Greeley Downtown Development Authority**  
**Minutes – Board of Directors Meeting – Chase Building 3rd Floor Conference Room – November 18, 2021**

*Board Members in Attendance:* Drew Notestine, Chair & Thomas & Tyler, LLC; Andy Feinstein, Vice Chair & University of Northern Colorado; Polly Kurtz, Treasurer & Resident; Tommy Butler, Greeley City Council; Matt Hortt, High Plains Library District; Linda Winter, Accessories with a Flair!...and Hair; Tom Grant, Grant & Hoffman; Logan Richardson, Richmark; Justin Ghofrani, Kress Cinema & Lounge; Steve Moreno (ex-officio), Weld County Commissioner

*Additional Attendees:* Andrew Wronkoski, Greeley Police Department; Ben Snow, City of Greeley; Will Jones, City of Greeley

*DDA Staff in Attendance:* Bianca Fisher, Executive Director; Karen Baumgartner, Project Coordinator

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**Meeting Called to Order:**

- Drew Notestine called the meeting to order at 7:30 am and welcomed Will Jones.

**Minutes:**

- Drew Notestine referenced the October DDA Minutes and called for a vote of approval. Tom Grant moved to approve, Tommy Butler seconded, motion carried.

**Safety Report from Officer Andrew Wronkoski:**

- Are having the same issues downtown as across the City regarding homelessness, graffiti, and vehicle break-ins
- Cold Weather Shelter opened Monday and it can sleep 72, and there is a 7th Avenue cleanup by the railroad taking place today
- The GPD has gotten lots of calls about people sleeping in doorways and on the sidewalks – keep making those call and you can ask them to move if you feel comfortable doing so
- Lots of graffiti – some of it is gang related but not all of it – be sure to call the GPD to report and call the graffiti hotline so they can come and clean it up
- Bianca Fisher also asked about other options for covering the graffiti such as using paint that matches the paint color of the area being covered – Officer Wronkoski said that he will check into that again and Will Jones said he would also look into it through Public Works
- Be sure to lock your vehicle, and don't leave personal items in your car or keep them locked in the trunk
- Santa Cops is up and running and the GPD is staffed for parade

**Year To Date Financial Report from Polly Kurtz:**

- On the P&L, you will see \$398,664.08 in income, and there is nothing of note that we really haven't talked about already – bringing back events, Mil Levy and TIF revenue up a bit
- On the Expense side, the primary variance was in staff payroll, and there were also expenses related to Monster Day and Oktobrewfest that we didn't have in 2020
- The net income is \$97,087.62 and Total Assets are up by \$195,783.89, and we don't expect much to change there through the end of the year
- Total assets ahead by about 200,000 for the year

- Tommy Butler moved to approve the Year-to-Date Financial Report, Andy Feinstein seconded, motion carried.

#### **Parking Discussion from Will Jones:**

- Will Jones reported that it is time to do the yearly review of the parking plan which wasn't done in 2020 for obvious reason and he wanted to bring it before the board to discuss possible changes to parking in 2022
- There have been some changes with permits, especially in Area 4 and 9th Avenue in front of Chase Building is not being as utilized as much as it was
- Looking at loosening up restrictions if areas are not being utilized, but would not be looking to increase any restrictions
- Are also looking at Passport App data to ensure that there is still approximately 13% availability
- Will and his team will bring maps and share updates and changes in the coming months
- This will be an annual reviewed and any updates/changes will be reviewed at the end of 2022

#### **Action Items:**

#### **Building Improvement Grant from Bianca Fisher**

- Bianca Fisher reported that the Economic Development committee met to review LINC's Building Improvement Grant request and is recommending approval
- Matt Hорт shared that half of the new LINC space will be the typical library space and the remaining space will be innovation space that will include wood working, wet & dry spaces, makers space, a recording studio, etc.
- In the end, the space will be a 62,000 square foot facility which will be a great addition and economic driver for the area
- The projected budget for the project is \$31 million including interior and façade renovations and they are requesting the full amount up to \$100,000 to help fund the façade which will allow for more dollars for the Innovation Center
- Opening date is early 2023 so money will not be paid until then
- Logan Richardson moved that based on review of the Building Improvement Grant application from High Plains Library District for their property at 501 8th Avenue, the Economic Development Committee recommends a grant of 10% of the total project cost, at no more than the grant cap of \$100,000 to renovate the previous Greeley Tribune building into the new destination Library Innovation Center (LINC). Tommy Butler seconded the motion and the motion carried with one abstention (Matt Hорт)..

#### **2022 Proposed Operational Budget & 2022 Proposed TIF Budget from Bianca Fisher**

- Bianca Fisher reported that the Executive Committee had met to discuss the 2022 Operational and TIF budgets
- 2022 Proposed DDA Operational Budget:
  - Income: Pretty similar to this year. Expect Mil Levy to increase and have once again budgeted conservatively for Oktobrewfest while adding in dollars for other events that we are doing again
  - Expenses: Everything on par aside from minor increases in rent, utilities, etc.
  - In last 3-4 years, we have been able to have retained earnings so we don't have to budget a deficit and fill in with TIF dollars which we can do with certain expense items

- Tom Grant moved to approve the 2022 Proposed Operational Budget as presented, Justin Ghofrani seconded, motion carried
- 2022 Proposed DDA TIF Budget:
  - Discussion of what TIF payouts we have at this time and when they are paid out – DoubleTree, Maddie, 55+, Natural Grocers
  - Income: Always budget a little lower than what we expect, no TIF interest, and grant money is the grant that was received for wayfinding project
  - Tree lighting budget will be up in 2022 due to trees needing to be restrung/loosened this year and we are budgeting to get a couple of new cameras for the alley
  - Everything else is similar to this year's budget
  - Matt Hortt moved to approve the 2022 Proposed DDA TIF Budget as presented, Linda Winter seconded, motion carried

#### **Experience Report from Karen Baumgartner:**

- Holiday Open House and Greeley Lights the Night Parade is the Saturday after Thanksgiving – Open House is from 10am-5pm, Parade begins at 5:30pm, park lighting ceremony will take place immediately following parade

#### **Executive Director Report from Bianca Fisher:**

##### **Finance**

- Review TIF Cash Flow
- Oktobrewfest—actually was the highest net revenue on the books—\$51k (usu. average around \$42k)!! Also, highest sponsor revenue to date (\$34k)—thankful for strong corporate partnerships

##### **Economic Development/Business Support**

- Big thanks to the City of Greeley for initiating a Downtown Strategic Plan process; Becky Safarik and I worked together to determine the scope of services and timeline below
  - Scope of Services:
    - An updated economic and market analysis of the DDA area;
    - A survey/assessment of community residents, businesses, developers, the DDA membership, and key Downtown organizations relative to the redevelopment climate, opportunities, events, and needs;
    - A gap analysis of land uses missing and needed in the Downtown;
    - Define immediate, mid-term and long range goals and implementation steps;
    - Describe how to optimize DDA actions for additional growth and momentum;
    - Identify and expand upon key place-making opportunities;
    - Impediments and challenges to continued growth and vitality
    - An employment profile for the downtown;
    - Capital Improvements Assessment of the area; and
    - Wayfinding and destination marketing opportunities
  - Timeline:
    - RFP Release date- November 8, 2021
    - Responder Questions- November 17, 2021
    - Answers to RFP Questions Released- December 1, 2021
    - Proposal Responses Due- December 15, 2021
    - Responder Interviews (if needed )- Week of January 3, 2022
    - Responder Selected- By January 10, 2022
    - Work Begins- By January 24, 2022
    - Completion of Phase 1 Work Product- By July 15, 2022

- Please let me know if you would be interested in serving on the selection committee
- Meeting regularly with City partners to work on community homelessness challenges
- Austin's has officially announced they will be coming to the 55+ Resort apartment building
- Met with the Economic Development Committee to review the Building Improvement Grant application from LINC
- Working with Richmark and the City to attract retail and/or restaurant tenants to 1130 8<sup>th</sup> Avenue (former Firestone Auto building)
- Recent renewed discussions with the County and private developer about the potential of key redevelopment site in downtown
- Proposed residential development at 1028 8th Avenue in the process of preliminary designs and pricing from contractors; more to come!

#### **Public Realm/University District**

- Bikeway signs are done and are now off to Public Works for install; there are 29 signs that will line 7th and 10th Avenues to connect cyclists to downtown and the Poudre River Trail
- The 3-way IGA for the 8th Avenue banners has been finalized, all poles have been identified between 22nd Street and 5th Street (124 in total), and Biltrite will be installing as they have time
- The 7 directional and 4 monument signs are in production; 2 trees had to be removed, holes are being dug and other sitework continues
- The first 16th Street Stakeholders meeting was held to discuss various options to address parking, drive lanes, sidewalks, patio spaces and more along 16th Street

#### **Promotion & Community Partnerships**

- Presented to the Leadership Northern Colorado class about economic development in a downtown environment, along with 4 other economic development leaders
- Met with Justin Watada at the Greeley Stampede to share about downtown growth and see what potential partnerships could be formed in the future
- Shared downtown updates at the monthly BizWest Editorial Board meeting and the Greeley Downtown Alliance (GDA) meeting

#### **Business Updates**

##### Recently Opened:

- Bearded Bear Barbq (formerly Hog Wild BBQ)- 905 16th Street
- Dutch Bros Coffee- 1227 8th Avenue
- Meraki Oasis- 1021 8th Avenue

##### Recently Closed:

- Animal Health International- 822 7th Street, Ste. 740 (consolidated offices & moved to Loveland)

#### **Property Updates**

##### For Sale:

- 1105 11th Avenue (Peerless Tires 4 Less)- \$600,000; 2,144 SF
- 728 16th Street (Roma's)- \$399,000; 1,945 SF

##### For Sale or Lease:

- 818 9th Street (former Lonesome Buck)- bldg. for lease/restaurant & brewery for sale for \$290k or \$245k FFE; 5,350 SF; lease terms negotiable
- Various 8th Avenue properties (1024, 1130, 1215, 1228, 1510, 1535 8th Avenue)- price negotiable, range of SF, seeking best and highest use

##### Retail/Commercial for Lease:

- 810 9th Street, #120 & #200- office/retail, 1,420 & 5,866 SF; \$12/SF & \$13.50 SF
- 824 9th Street (former Twice as Nice Boutique)- retail/office, +- 3,500 SF; \$12/SF NNN
- 809 9th Street, Unit 1A- office/retail, 1,530 SF, \$1,700/mo Modified Gross
- 818 9th Street (former Doug's Hang Up)- 5,000 SF; \$10/SF NNN

- 810 8th Street (former Collins, Liu & Assoc.)- 5,175 SF; \$7/SF
- 800 8th Avenue- 621-5,493 SF; \$12-\$14/SF NNN
- 807 17th Street, Unit E & G- 1,328-4,003 SF; \$6.50-\$13.50/SF
- 1540 8th Avenue- commercial endcap; \$28/NNN

For the full list of properties, visit <https://www.greeleydowntown.com/commercial-properties/>

**County Update from Steve Moreno:**

- Chase Building – Animal Health has moved, will be doing updates to the 5th Floor, will eventually look at moving Probation to the building, and the County will be fully managing the building after December 20th
- Don Warden will be retiring and Cheryl Pattelli has be hired to be the new CFO beginning November 29th – Ryan Rose will also take over part of Don’s duties as related to technology

**City Updates from Tommy Butler:**

- City Manager Search – Had a public gathering last night and the City Council will make decision on Friday
- Weld Village – Hired Heather Bolger, former city manager of Louisville, for this project
- The former HP campus is currently being torn down for residential redevelopment and a couple of acres will be sold to the school

**The meeting adjourned at 8:57 am**

<b>2022 Proposed DDA Operational Budget</b>	
<b>INCOME</b>	
4110- Grant Income City of Greeley	\$ 42,250
4111- Specific Ownership	\$ 10,000
4112- Mill Levy	\$ 220,000
4114- Interest Income	\$ 500
4120- Contributions	\$ 25,000
4140- Parking Lease	\$ 2,400
4142- Oil & Gas Income	\$ 1,800
4143- Miscellaneous Income	\$ 150
4150- Oktobrewfest Income	\$ 85,000
4300- Event Sponsors	\$ 6,000
<b>Total Income</b>	<b>\$ 393,100</b>
<b>EXPENSES</b>	
5101- Salaries	\$ 215,000
5102- Simple IRA Match	\$ 6,500
5105- Worker's Comp Insurance	\$ 400
5106- Health & Wellness	\$ 1,000
5108- Payroll Taxes	\$ 16,000
5109- EZ Fund 1.5% Admin Fee	\$ 300
5110- Advertising & Marketing	\$ 10,000
5112- Bank Charges	\$ 300
5113- Interest Expense TIF	\$ 350
5121- Miscellaneous Expense	\$ 1,000
5132- Office Supplies & Equipment	\$ 3,500
5134- Professional Development	\$ 2,000
5135- Subscriptions & Memberships	\$ 2,500
5153- Office Cleaning & Trash	\$ 2,000
5154- Printing & Publication	\$ 250
5155- Parking Lot Expense & Tax	\$ 300
5185- Rent/Utilities/Parking Permits	\$ 37,000
5190- Board	\$ 2,000
5195- Office Repairs & Maintenance	\$ 300
5200- Oktobrewfest	\$ 60,000
5500- Special Events	\$ 6,000
5704- Treasurers Fee- Mill	\$ 4,000
<b>Total Expenses</b>	<b>\$ 370,700</b>
<b>Net Income</b>	<b>\$ 22,400</b>

<b>2022 Proposed DDA TIF Budget</b>	
<b>INCOME</b>	
Tax Increment Finances (TIF)	\$ 1,000,000
TIF Interest	\$ -
Grants	\$ 95,000
<b>Total Income</b>	<b>\$ 1,095,000</b>
<b>EXPENSES</b>	
Annual TIF Reimbursements	\$ 335,000
Building Improvement Grants	\$ 250,000
Redevelopment Project	\$ 10,000
Planters	\$ 18,000
Public Art	\$ 10,000
Façade Grants	\$ 25,000
Tree Lighting Maintenance	\$ 45,000
Plaza & Alley Maintenance	\$ 15,000
Cameras	\$ 3,000
Streetscape	\$ 165,000
Holiday Mini Grants	\$ 1,500
Advertising & Events	\$ -
Treasurer's Fees- TIF	\$ 20,000
Interest Expense & Bank Fees	\$ 1,000
<b>Total Expenses</b>	<b>\$ 898,500</b>
<b>Net Income</b>	<b>\$ 196,500</b>

<b>2021 TIF Cash Flow</b>			
	<b>BUDGET</b>	<b>Committed/ Anticipated by Year End</b>	<b>YTD Actual</b>
<b>REVENUE</b>			
Tax Increment Finances (TIF)	\$ 900,000	\$ 23,111	\$ 907,528
TIF Interest	\$ 150		\$ 624
<b>Total Revenue</b>	<b>\$ 900,150</b>	<b>\$ 23,111</b>	<b>\$ 908,153</b>
<b>EXPENDITURES</b>			
Annual TIF Reimbursements	\$ 380,000		\$ 367,182
Building Improvement Grants	\$ 200,000	\$ 15,000	\$ 19,995
Redevelopment Project	\$ 10,000		\$ 5,821
Planters	\$ 20,000		\$ 16,617
Public Art	\$ 15,000		\$ 202
Façade Grants	\$ 25,000		\$ 18,962
Tree Lighting Maintenance	\$ 20,000	\$ 9,020	\$ 5,980
Plaza & Alley Maintenance	\$ 10,000		\$ 3,630
Cameras	\$ 2,000		\$ 1,342
Streetscape	\$ 160,000	\$ 122,400	\$ 92,600
Holiday Mini Grants	\$ 1,500	\$ 1,000	\$ -
Advertising & Events	\$ -		\$ 2,575
Treasurer's Fees- TIF	\$ 17,000	\$ 3,376	\$ 13,624
Interest Expense & Bank Fees	\$ 1,000	\$ 452	\$ 548
<b>Total Expenditures</b>	<b>\$ 861,500</b>	<b>\$ 151,249</b>	<b>\$ 549,077</b>
<b>Net 2021 Revenue</b>	<b>\$ 38,650</b>		<b>\$ 230,937</b>
<b>Prior Year TIF Balance</b>	<b>\$ 1,277,810</b>		<b>\$ 1,277,810</b>
<b>2021 End-of-Year TIF Balance</b>	<b>\$ 1,316,460</b>		<b>\$ 1,508,747</b>



# Council Agenda Summary

December 7, 2021

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

**Title:**

Consideration of a Resolution establishing the 2021 Downtown Development Authority Tax Levy and directing the certification of the same to the Board of County Commissioners

**Summary:**

This resolution establishes the 2021 tax levy for taxes to be collected in 2022 and authorizes the City Clerk to certify to the Board of County Commissioners that the tax levy has been established for 2021. The electors of the Downtown Development Authority (DDA) approved a 5 mill ad valorem real and personal property tax on property of the DDA on November 4, 2008. This resolution maintains the current 5 mill increase.

**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:**

City Charter requires the City Council to establish the tax levy and authorize the City Clerk to certify to the Board of County Commissioners that the tax levy for 2021 has been established.

**Other Issues and Considerations:**

None

**Applicable Council Priority and Goal:**

Your Home is Here: In 2040, Greeley is a distinctive, character-rich community known for its high quality standard of living. Residents have access to an amazing variety of housing options including style, price, and location. Our unique neighborhoods are built around the village concept, featuring entertainment, retail, parks, and dining options within a central, walkable location.

**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:**

Draft Resolution  
Certification of Tax Levy  
Notice of Tax Levy for 2021  
Certification of Valuation

**CITY OF GREELEY  
RESOLUTION NO. \_\_\_\_\_, 2021**

**RESOLUTION ESTABLISHING THE 2021 DOWNTOWN DEVELOPMENT AUTHORITY TAX LEVY  
AND DIRECTING THE CERTIFICATION OF THE SAME TO THE BOARD OF COUNTY  
COMMISSIONERS**

WHEREAS, the Downtown Development Authority (the "DDA") in the City of Greeley, Colorado, was created under the provisions of Part 8 of Article 25 of Title 31, C.R.S.; and

WHEREAS, by special election held November 4, 2008, the qualified electors of the DDA approved a five mill ad valorem tax on real and personal properties within the District; and

WHEREAS, pursuant to said election approval and the provisions of Section 31-25-817 C.R.S., the City Council of the City of Greeley is authorized, in addition to the regular ad valorem tax and special assessments for improvements, to impose and levy an ad valorem tax on all real and personal property within the boundaries of the DDA not exceeding five mills on the valuation for assessment of such property; and

WHEREAS, the Board of Directors of the DDA in the City of Greeley, Colorado, considered a proposed budget on November 18, 2021 and recommended to the Greeley City Council that it impose and levy five mills on all real and personal property within the boundaries of the DDA; and

WHEREAS, the City Council considered the proposed DDA budget, and has considered the certificate from the Weld County Assessor showing that the total assessed valuation of property attributable to the five mill ad valorem property tax by the Downtown Development Authority District in the City of Greeley for the year of 2021 is \$33,426,717; and

WHEREAS, based upon consideration of the data referred to above, the City Council has determined that the additional rate of taxation necessary to produce the required tax revenues for the 2022 DDA budget is 5.000 mills.

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

Section 1. The tax levy to be applied to the valuation for assessment of property subject to taxation by the City of Greeley, Colorado as certified by the County Assessor for the current year, for the properties located within the DDA boundaries is hereby established at 5.000 mills, in addition to all regular ad valorem tax and special assessments.

Section 2. The Mayor is hereby authorized and directed to sign a statement certifying to the Board of County Commissioners that the tax levy for 2021 for the DDA has been established at 5.000 mills, in addition to all other regular ad valorem taxes and special assessments.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_ DAY OF \_\_\_, 2021.

ATTEST:

THE CITY OF GREELEY

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

\_\_\_\_\_  
Mayor

**CITY OF GREELEY  
FOR THE  
DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT**

**CERTIFICATION OF TAX LEVY**

**FOR 2021**

**STATE OF COLORADO     )  
COUNTY OF WELD        )  
CITY OF GREELEY        )**

The undersigned Mayor of the City of Greeley, Colorado hereby certifies that the City Council of the City of Greeley, on December 7, 2021, established by resolution that the 2021 tax levy for property in the Downtown Development Authority in the City of Greeley will be 5.000 mills in addition to all regular ad valorem taxes and special assessments. All steps and hearings required to be conducted and completed prior to the establishment of the tax levy were in fact taken and concluded, in accordance with law. A true copy of the resolution establishing said levy is attached hereto.

**Dated this 7<sup>th</sup> day of December, 2021.**

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

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

**NOTICE OF TAX LEVY FOR 2021  
(Downtown Development Authority Property in the City of Greeley, Colorado)**

**STATE OF COLORADO     )  
COUNTY OF WELD        )  
CITY OF GREELEY        )**

Whereas, at the regular meeting of the Council of the City of Greeley held at 1001 11<sup>th</sup> Avenue, in the City of Greeley, on the 7<sup>th</sup> day of December, 2021, the following resolution was unanimously adopted:

"Be it Resolved and Ordered by the City Council, that upon valuation of assessable property within the boundaries of the Downtown Development Authority in the City of Greeley as certified by the County Assessor for the current year, in addition to all regular and ad valorem taxes and special assessments, there be and is hereby levied for:

Purposes authorized by 31-25-817, C.R.S.	5.000 mills
Interest	mills
Payment of Bonds	mills
Outstanding Warrants	mills
Special Improvements	mills
Parks	mills
Library	mills
Streets and Alleys	mills
Contingent	mills
<b>TOTALS</b>	<b>5.000 mills</b>

**Passed by the City Council of Greeley, Colorado and approved this 7<sup>th</sup> day of December, 2021.**

**ATTEST:**

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

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

(Seal)

Note: The Clerk or Secretary will immediately upon passage of this resolution deliver or cause to be delivered to the County Commissioners of the County and State aforesaid, a certified copy of said resolution with the seal thereto attached; also signed by the Mayor or President and Clerk or Secretary of Board.

CERTIFICATION OF VALUATION BY WELD COUNTY ASSESSOR

New Tax Entity? YES NO

Date 8/25/2021

NAME OF TAX ENTITY: DOWNTOWN DEVELOPMENT AUTHORITY

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021 :

Table with 11 rows of valuation items and their corresponding dollar amounts, including Previous Year's Net Total Taxable Assessed Valuation, Current Year's Gross Total Taxable Assessed Valuation, and Taxes Received Last Year.

- Footnotes explaining symbols used in the valuation table: ‡ (personal property exemptions), \* (New Construction), ≈ (Jurisdiction must submit to the Division of Local Government), and Φ (Jurisdiction must apply to the Division of Local Government).

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 :

Table for Tabor calculation showing Current Year's Total Actual Value of All Real Property and Additions to Taxable Real Property (Construction, Annexations, etc.) with dollar amounts.

DELETIONS FROM TAXABLE REAL PROPERTY

Table showing Deletions from Taxable Real Property: Destruction of Taxable Real Property Improvements, Disconnections/Exclusions, and Previously Taxable Property.

- Footnotes for Tabor calculation: ¶ (includes actual value of all taxable real property plus religious, private school, and charitable real property), \* (Construction is defined as newly constructed taxable real property structures), § (Includes production from new mines and increases in production of existing producing mines).

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): \*\* \$ 169,900

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

# Council Agenda Summary

December 7, 2021

Key Staff Contact: Adam Turk, Interim Police Chief, 970-35105381

**Title:**

Consideration of a Resolution Appointing Greeley Police Deputy Chief Michael Zeller as the City of Greeley Representative to the Weld County E-911 Authority Board for a Two Year Term

**Summary:**

This Resolution will appoint Greeley Police Deputy Chief Michael Zeller as the City of Greeley representative to the E-911 Board for a two-year term.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	N/A
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**Legal Issues:**

None.

**Other Issues and Considerations:**

None.

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

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

**Decision Options:**

- 1) Adopt the resolution as presented,; or
- 2) Amend the resolution and adopt as amended;
- 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 \_\_\_\_\_, 2021**

**A RESOLUTION OF THE GREELEY CITY COUNCIL APPOINTING GREELEY POLICE  
DEPUTY CHIEF MICHAEL ZELLER AS THE CITY OF GREELEY REPRESENTATIVE TO THE  
WELD COUNTY E-911 AUTHORITY BOARD FOR A TWO-YEAR TERM**

WHEREAS, the Weld County E-911 Authority Board is a legal entity responsible for the administration of the E-911 emergency telephone service program, and by intergovernmental agreement, one of the seven board members is appointed by the Greeley City Council; and

WHEREAS, Interim Police Chief Adam Turk recommends that the City Council appoint Deputy Chief Michael Zeller to a two-year term on the Weld County E-911 Authority Board.

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

Section 1. The City Council hereby appoints Deputy Chief Michael Zeller to represent the City of Greeley on the Weld County E-911 Authority Board for a two-year term.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021**

**ATTEST:**

**THE CITY OF GREELEY, COLORADO**

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

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

# Council Agenda Summary

December 7, 2021

Key Staff Contact: Brian Kuznik, Fire Chief,

**Title:**

Consideration of a Resolution authorizing the adoption of the Weld County 2021 Multi-Jurisdictional Hazard Mitigation Plan

**Summary:**

The City of Greeley actively participated in developing the updated regional hazard mitigation plan. The City of Greeley Office of Emergency Management (OEM) worked closely with Weld County OEM and their contractor, Synergy Disaster Recovery, to engage with communities and gather data on risks and hazards. The plan identifies the major hazards for the City of Greeley and Weld County region. The plan also contains details for the City's proposed and on-going hazard mitigation projects. The Community Development Department, Fire Department, Public Works Department, Water & Sewer Department, and Culture, Parks and Recreation Department all contributed to the projects section of this plan. The Federal Emergency Management Agency (FEMA) recently approved the plan. Once adopted, the City of Greeley is eligible for federal mitigation grant funding to combat flooding, prairie fires, and the other threats identified. The new hazard rankings in the *Weld County 2021 Multi-Jurisdictional Hazard Mitigation Plan* will be incorporated into the 2022 revisions to the *City of Greeley All-Hazards Emergency Operations Plan (EOP)*. In 2016, the previous regional hazard mitigation plan was adopted by City Council.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes, if mitigation grants are needed
If yes, what is the initial, or, onetime impact?	Federal Grant Funding
What is the annual impact?	Unknown
What fund of the City will provide Funding?	Various
What is the source of revenue within the fund?	Matching funds
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	Ongoing (annual applications)
Additional Comments:	

**Legal Issues:**

None.

**Other Issues and Considerations:**

None.

**Applicable Council Priority and Goal:**

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

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

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

**Decision Options:**

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

**Council's Recommended Action:**

A motion to adopt the Resolution.

**Attachments:**

Draft Resolution

**CITY OF GREELEY, COLORADO  
RESOLUTION \_\_\_\_\_, 2021**

**A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO ADOPT A  
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN WITH WELD COUNTY**

WHEREAS, the City of Greeley ("City"), with the assistance from Weld County, has gathered information and prepared the Weld County 2021 Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, the Weld County 2021 Multi-Jurisdictional Hazard Mitigation Plan ("Plan") has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and

WHEREAS, the City is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the City has reviewed the Plan and affirms that the Plan will be updated no less than every five years.

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

Section 1. The City Council adopts the 2021 Weld County Multi-Jurisdictional Hazard Mitigation Plan, as approved by FEMA, and resolves to execute the actions in the Plan if funding becomes available.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2021.**

**ATTEST:**

**THE CITY OF GREELEY, COLORADO**

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

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

# 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

December 7, 2021

Key Staff Contact: Benjamin Snow, Economic Health & Housing Director, 970-350-9384

**Title:**

Public Hearing to Consider a Substantial Amendment (#3) to the 2020-2024 Consolidated Plan and 2020 Action Plan

**Summary:**

By letter dated April 2, 2020, Mayor John Gates was notified that the City of Greeley would receive \$493,277 in CARES Act funding through Community Development Block Grant-Coronavirus (CDBG-CV) funds (first round). A subsequent notice dated September 11, 2020 was sent to Mayor Gates notifying him that the City was also eligible for CDBG-CV third round funds of \$526,790. Those funds were also applied for and received. The grants are to specifically prepare for, prevent, and respond to the COVID-19 pandemic. The City was not eligible for the second round of funding, which went to states.

The City Council approved a Substantial Amendment in June 2020 that identified several possible CDBG-CV activities. Only one resulted in an actual activity, that being support of the United of Way of Weld County Non-Congregate Homeless Shelter at Bonell. All other proposed activities were either cancelled or never came to fruition. City Council also approved a second Substantial Amendment (July 2021) which made changes to proposed uses for the grants.

For reference, the Substantial Amendment presented to Council on November 16 to amend the 2020-2024 Consolidated Plan and 2020 Action Plan for the third time can be found [here](#). The proposed actions of the Substantial Amendment are identified and described in better detail on page three of the Substantial Amendment and include:

1. CDBG CV 1 – Reduce funding supporting the non-congregate shelter/personal isolation facility at Bonell.
2. CDBG CV 1 – Change proposed activity to acquire/rehab a new Cold Weather Shelter/Housing Navigation Center/ other day use center to a public service activity to support costs to open and provide services at a new congregate Cold Weather Shelter/Housing Navigation Center/other day use facility;
3. CDBG CV 3 – Remove the activity to acquire and/or rehab an existing building for multi-family housing;
4. CDBG CV 1 and 3 – Administrative percentage adjustments.

Once approved, the new Substantial Amendment will be sent to the U. S. Department of Housing and Urban Development (HUD) for approval; funds will then become available for use.

It has been a challenge to identify uses for these funds, with all the federal dollars that have come to cities and states as a result of COVID-19. The final page of the Substantial Amendment (Attachment A) is a historical look at the three amendments, proposed activities, and what has moved forward to actual activities. The CDBG-CV grant funds must be 80% expended within three years of the original grant award (by June 2023). Staff continues to be on the look-out for suitable uses. If/when identified, those will also be presented to City Council by Substantial Amendment.

### **Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$1,020,067 (total CDBG-CV)
What is the annual impact?	N/A
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	U. S. Dept. of Housing & Urban Development
Is there grant funding for this item?	Click & Select.
If yes, does this grant require a match?	No
Is this grant onetime or ongoing?	One-Time
Additional Comments:	This is a HUD entitlement grant available to the City, specific to COVID-19 pandemic.

### **Legal Issues:**

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

### **Other Issues and Considerations:**

HUD regulations require a public hearing to be held before Council approval.

### **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) Approve the Substantial Amendment with noted activities and budgets, as presented; or



- 2) Request changes to the Substantial Amendment and then adopt with changes; or
- 3) Continue consideration of the items to the next regular Council meeting, understanding the HUD deadline by which the CDBG-CV funds must be applied for.

**Council's Recommended Action:**

Following the public hearing, a motion to accept the Substantial Amendment as presented.

**Attachments:**

Substantial Amendment for the CARES Act Funding



**CITY OF GREELEY, COLORADO**

**CARES ACT FUNDS SUBSTANTIAL AMENDMENT  
TO THE 2020-2024 CONSOLIDATED PLAN and  
2020 ANNUAL ACTION PLAN**

Public Comment Period – October 14, 2021 – November 15, 2021

Prepared by the Greeley Urban Renewal Authority  
1100 10<sup>th</sup> Street, Suite 201  
Greeley, CO 80631  
Benjamin L. Snow, Economic Health and Housing Director

Contact Information  
J. R. Salas, GURA Manager  
970-350-9380  
j.r.salas@greeleygov.com

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**CARES ACT SUBSTANTIAL AMENDMENT  
TO THE 2020-2024 CONSOLIDATED PLAN AND 2020 ACTION PLAN  
TO AMEND ACTIVITIES AND FUNDING FOR CDBG-CV 1 AND CDBG-CV 3**

**Cares Act Background**

On March 27, 2020, the United States Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136. The bill provided \$5 billion in Community Development Block Grant (CDBG) funds to rapidly respond to COVID-19. The U. S. Department of Housing and Urban Development (HUD) allocated \$2 billion of that the same day. This constituted the first round of CDBG-Coronavirus (CDBG-CV) funds. In the second round, \$1 billion was allocated to States and insular areas. The final (third round) \$2 billion was allocated on September 11, 2020. As an entitlement community, the City of Greeley was awarded \$493,277 in the first round of allocations and \$526,790 in the third (cumulative \$1,020,067). All funds must be used specifically to prevent, prepare for, and/or respond to the COVID-19 pandemic.

**First Substantial Amendment for CDBG-CV Funds**

A Substantial Amendment was prepared for the first round of funding and was submitted to HUD with four activities identified: Public facility support, including move and extend the Cold Weather Shelter; support the Personal Isolation Facility at Bonell; Emergency Rental Assistance; and program administration. The only activity outside of program administration to be implemented with the use of CDBG-CV 1 funds was the facility at Bonell; it continued to operate as the Non-Congregate Homeless Shelter at the Bonell Campus (Bonell Shelter) for vulnerable homeless persons after the Isolation Facility closed.

**Second Substantial Amendment for CDBG-CV Funds**

A second Substantial Amendment was prepared to change the use of CDBG-CV1 funds and apply for and identify an activity for CDBG-CV3 funds. Neither of the proposed activities moved forward and are no longer viable activities.

**Qualifying as a Substantial Amendment**

A Substantial Amendment to the City's Consolidated Plan/Annual Action Plan for use of its grants from the U. S. Department of Housing and Urban Development is required any time one of the following occurs:

1. A change is made to allocation priorities or the method of distribution of funds;
2. To implement an activity not previously described in the action plan, using funds from any program covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or
3. There is a change the purpose, scope, location, or beneficiaries of an activity.

**Proposed Substantial Amendment (3<sup>rd</sup> Amendment for CDBG-CV Funds)**

The following lists the changes proposed under Substantial Amendment #3. A timeline showing the three amendments, the activities with each amendment, and those associated budgets is provided as Attachment A. (Bolded, highlighted areas are specific to Substantial Amendment #3).

Trying to make use of the CDBG-CV funds has been challenging, with proposed activities and activities' budgets a constant moving target. It is expected there will be additional Substantial Amendments.

1. Increase CDBG-CV 1 administration funding from \$88,273.64 to \$88,277.00 (about 18% of an allowable 20%).
2. Priority A, originally funded with \$34,160.00 without an identified activity is changed to funding of \$360,000.00 to assist with the provision of public services at the new Cold Weather Shelter/Housing Navigation Center/day use facility for up to 12 months or until COVID-19 is no longer a concern.
3. Priority B funding (for the Bonell non-congregate shelter) is reduced from \$180,003.36 to \$45,000, due to expenses being less than what was projected.
4. Cancel the activity under Priority D (acquire/rehab a new facility for a cold weather shelter/housing navigation center/day use facility). The new facility is being rented, not purchased, with funding for rehab coming from other sources.
5. Increase CDBG-CV 3 administration from \$76,790 to \$105,358 (full 20% allowable).
6. Cancel the activity under CDBG-CV 3 Priority A (acquire/rehab building for multi-family housing). The building is no longer available for purchase.

**Note:** The City has three years (until June 2023) to expend 80% of the total of CDBG-CV 1 and 3 grants and six years to expend it all.

### **Analysis**

This proposal qualifies as a substantial amendment because it meets all of the three instances noted in the Qualifying as a Substantial Amendment section. The Substantial Amendment will be to the 2020-2024 Consolidated Plan and 2020 Annual Action Plan.

### **Meeting a National Objective**

The CDBG-CV funds allocated under the CARES Act must be used specifically for the preparation for, prevention of, and response to the COVID-19. All CDBG-CV activities must still meet a National Objective of the CDBG Program:

- Benefit low-and-moderate income people (minimum of 70% of the CDBG-CV grant)
- Aid in the prevention or elimination of slum or blight
- Meet an urgent need

### **Citizen Participation Requirements**

Substantial Amendments are required to follow the City's Citizen Participation Plan, which requires a public comment period of 30 days with 10 days' notice of upcoming comment periods and public hearings.

- Virtual public hearings, to comply with federal and local orders (social distancing, stay-at-home, etc.) are allowable and how notice will be provided is a part of the Citizen Plan Amendment.

### **Consultation**

The consultations requirement for the Consolidated Plan were met prior to its submittal to HUD on March 31, 2020. However, due to the nature of the needs for which CDBG-CV funds are to be used, City staff notified non-profit agencies considered to be “CDBG Partners” with the City with regard to changes/additions being proposed. These agencies are the “boots on the ground” and work daily with low- moderate-income residents affected by COVID-19. Notification of the upcoming Substantial Amendment and request for comments was emailed to the partner group on October 1, 2021 notifying them of the public hearings and public comment period. Any comments received from the City’s CDBG partner group are included in the Substantial Amendment.

### **Citizen Participation**

The City is required to consult the public in the manner described in its Citizen Participation Plan, as amended, to address Substantial Amendments to the Consolidated Plan utilizing CDBG-CV. The Public was consulted in the following manner:

1. The Substantial Amendment was available for review by the public for a 30-day period beginning 8:00 a.m. October 14, 2021 and ending at 5:00 p.m. on November 15, 2021. Notice of the comment period was provided through legal ads in the Greeley Tribune (published October 2, 2021 in English and Spanish) and on the City’s website – [www.greeleygov.com](http://www.greeleygov.com).
2. The Citizens Committee for Community Development members were mailed the Substantial Amendment for comment on October 4, 2021 with notice of the public comment period.
3. Two public hearings were held, per the City’s Citizen Participation Plan.
  - A. GURA Board of Commissioners: Ad published October 2, 2021; public hearing date October 13, 2021 at 4:30 p.m.
  - B. Greeley City Council: Ad published November 5, 2021; public hearing date November 16, 2021 at 6:00 p.m.
4. Written comments on the Substantial Amendment were accepted during the comment period noted above or by comment at one of the public hearings.

### **Public Comment Received**

A 30-day public comment period was held from 8:00 a.m. October 14, 2021 through 5:00 p.m. November 15, 2021. The following comments were received.

- *No comments from the public were received at the GURA Board of Commissioners’ Public Hearing.*
- *Enter any public comments received here on change in use of funds and addition of additional uses during comment period or at City Council Public Hearing*

### **Approvals**

**The following approvals are anticipated.**

- Approval to recommend the Substantial Amendment to the Greeley City Council was given on October 13, 2021 by the GURA Board of Commissioners.

- Approval of the Substantial Amendment was given by the Greeley City Council on **November 16, 2021**.

### **References**

- City of Greeley Consolidated Plan for Years 2020 -2024 and 2020 Action Plan and Draft of the Substantial Amendment, link: [www.greeleygov.com/services/ehh/greeley-urban-renewal-authority](http://www.greeleygov.com/services/ehh/greeley-urban-renewal-authority)

DRAFT

## Attachment A

Priorities, Activities, Changes	1st Substantial Amendment Budget	2nd Substantial Amendment Budget	3rd Substantial Amendment Proposed
<b>CDBG-CV 1 Award</b>	<b>493,277.00</b>	<b>493,277.00</b>	<b>493,277.00</b>
1. The CDBG-CV 1 award amount has not changed.			
<b>Administration of CDBG CV 1 grant</b>	89,777.00	88,273.64	88,277.00
2. 20% of the grant is eligible for administration. The set-aside amount has varied slightly through Substantial Amendment changes. <b>With the 3<sup>rd</sup> Amendment, it is about 18% of the grant.</b>			
<b>Priority A</b> was to provide public services to low-mod-income residents, with two activities originally cited (#3 and #4).			
3. Move and extension of 2020 Cold Weather Shelter (CWS)	131,500.00	0.00	0.00
This activity was funded with other sources of funds and removed from CDBG-CV funding by Amendment #2.			
4. Unidentified public service activity benefiting LMI residents	34,160.00	0.00	360,000.00
<b>The 3<sup>rd</sup> Amendment proposes identifying the activity as providing services at the new Cold Weather Shelter/Housing Navigation Center/day use facility.</b>			
<b>Priority B</b> was to provide a personal isolation facility that became the Bonell Non-Congregate Shelter for at-risk homeless persons.			
5. The awarded budget has changed with each amendment. <b>The 3<sup>rd</sup> Amendment proposes reducing the award as noted, due to expenses being less than anticipated. Goal-75 people</b>	37,840.00	180,003.36	45,000.00
<b>Priority C</b> was to provide an Emergency Rent Assistance Program.			
6. The program was set up, but cancelled by Substantial Amendment #2 after the County received \$9,000,000 plus to provide rental assistance.	200,000.00	0.00	0.00
<b>Priority D</b> to support the acquisition and/or rehab of a new congregate cold weather shelter/housing navigation center/day use facility was added by Substantial Amendment #2.			
7. <b>The 3<sup>rd</sup> Amendment cancels this activity, as the new facility was rented rather than purchased and rehab is being funded by another funding source. Goal – 300 people</b>	0.00	225,000.00	0.00
<b>CDBG-CV 3 Award</b>	<b>0.00</b>	<b>526,790.00</b>	<b>526,790.00</b>
1. Amendment #2 added CV 3 funds and activities. The grant amount remains unchanged with Amendment #3.			
<b>Administration of CDBG-CV 3 grant – (15% of an allowable 20%)</b>		76,790.00	105,358.00
2. 20% of the grant is eligible for administration. <b>Substantial Amendment #3 increases the admin budget to the full 20%.</b>			
<b>Priority A</b> under CDBG-CV 3 was to acquire and/or rehab an existing building for multi-family housing.			
3. <b>Substantial Amendment #3 cancels this priority. The identified property is no longer available.</b>	0.00	450,000.00	0.00
4. There is not an activity identified for these funds at this time.	0.00	0.00	421,432.00





**GREELEY URBAN RENEWAL AUTHORITY  
Proceedings**

**October 13, 2021  
4:30**

**This meeting was conducted remotely**

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**I. Call to Order**

Vice Chair Haas called the meeting to order at 4:36 p.m. Commissioners Leffler, Lucero, Silva, Utrata, and Welsh were present. (Commissioner Cummins was absent.)

**II. Approval of minutes for the meeting held on August 11, 2021**

Commissioner Leffler made a motion to approve the minutes for the meeting held on August 11, 2021 as written. Commissioner Welsh seconded the motion; the motion carried 6-0. (Commissioner Cummins was absent.)

**III. Items of Business**

**Public Hearing to consider the Substantial Amendment #3  
for use of CDBG-CV 1 and 3 grant funds**

Carol Larsen, Grant Specialist, oriented the Commissioners on the CARES Act Funding received through two rounds of the Community Development Block Grant Coronavirus (CDBG-CV 1 and 3). The total of the two rounds of funding received is \$1,020,067. The grants are specifically for the preparation for, prevention of, and response to the COVID-19 pandemic. The City has tried to implement several activities to use funds, but only support for the Bonell Non-Congregate Shelter moved forward to actually utilize the funds.

**Proposed Substantial Amendments**

1. Increase CDBG-CV 1 administration funding from \$88,273.64 to \$88,277.00 (about 18% of an allowable 20%).
2. Priority A, originally funded with \$34,160.00 without an identified activity is changed to funding of \$360,000.00 to assist with the provision of public services at the new Cold Weather Shelter/Housing Navigation Center/day use facility for up to 12 months or until COVID-19 is no longer a concern.
3. Priority B funding (for the Bonell non-congregate shelter) is reduced from \$180,003.36 to \$45,000, due to expenses being less than what was projected.

4. Cancel the activity under Priority D (acquire/rehab a new facility for a cold weather shelter/ housing navigation center/day use facility). The new facility is being rented, not purchased, with funding for rehab coming from other sources.
5. Increase CDBG-CV 3 administration from \$76,790 to \$105,358 (full 20% allowable).
6. Cancel the activity under CDBG-CV 3 Priority A (acquire/rehab building for multi-family housing). The building is no longer available for purchase

Vice Chair Haas opened the public hearing at 4:54 p.m. and called for public comment. There being no one from the public present, the hearing closed.

Commissioner Silva made a motion to recommend to the Greeley City Council approval of Substantial Amendment #3 to the 2020-20234 Consolidated Plan and 2020 Action Plan for the activities and budgets cited with the Amendment. Commissioner Utrata seconded the motion; the motion carried 6-0. (Commissioner Cummins was absent.)

### **Consideration of a HOME application submitted by the Greeley-Weld Habitat for Humanity**

Ms. Larsen presented the application Greeley-Weld Habitat for Humanity (Habitat) submitted for Affordable Housing Program funds. The application covers 10 houses in the Northview Estates (aka Clover Meadows) development. HOME funding was provided to the first two houses in that subdivision; both of those are completed and sold.

The 10 houses will be modular units, rather than the stick-built houses Habitat generally families constructs. They expect to begin setting the houses in November/December this year and are planning to complete all 10 by the end of 2022. HOME funds can only be used for low- moderate-income housing, and there are strict regulations for their use.

Available funds to consider are HOME Entitlement funds [the HOME grant minus 10% for administration and 15% for Community Development Housing Organizations (CHDOs) and a build-up of the CHDO funds (approximately \$228,498.) There are two active CHDOs in Greeley: Habitat and High Plains Housing Development Corporation. At this time, GURA staff does not believe High Plains has immediate need for CHDO funds. New CHDO funds will be available when the 2022 HOME grant is received by the City.

Board approval will be to **reserve** HOME funds only. Funds would be used to fill the buyer's gap in financing and will only be committed as homebuyers are identified and houses near completion. The cost per house is expected to be around \$235,000, and buyers typically have first mortgages of approximately \$185,000. The HOME funds are secured for 10 years by a Deed, Note, and Homebuyer Agreement, per HUD regulations.

Commissioner Welsh asked why the units would be modular units, rather than the stick-built houses. Commissioner Leffler replied that modular units are less expensive, faster to put in place, and are of high quality.

Commissioner Leffler made a motion to reserve funds for ten houses at approximately \$33,000 each (approximately \$330,000) to Greeley-Weld Habitat for Humanity and formal commitment of the funds as buyers are identified and houses near completion for sale. Commissioner Welsh seconded; the motion carried 6-0. (Commissioner Cummins was absent.)

**IV. Board Member Comments/Reports**

Commissioner Welsh asked if there are plans/projects for the remaining CDBG-CV funds, noting that there is a need for internet access for some lower income residents. Ms. Larsen noted that the funds would need to be used specifically for the preparation for, prevention of, and response to the COVID-19 pandemic. Benjamin Snow, Economic Health & Housing Director noted that by supporting the Bonell Non-Congregate Shelter would hopefully free up funds that the Housing Navigation Center could use towards that type of program.

Vice Chair Haas asked staff about the East 8<sup>th</sup> Street property. J.R. Salas, GURA Manager gave a brief update and history of the site.

Commissioner Utrata noted that Weld Project Connect will be October 15, 2021. It is a one-day event providing free on-site services to those in need.

Commissioner Silva reported that he attended the internship reception. He encouraged the other Commissioners to attend future events to hear the experiences of students.

**V. Staff Report**

None

**VI. Adjournment**

There being no more business, the meeting was adjourned at 5:12 p.m.

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Benjamin Snow, Secretary

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Suann Haas, Vice Chair

# **Substantial Amendment to the 2020-2024 Consolidated Plan and 2020 Action Plan**

**November 16, 2021**

**Benjamin Snow, CEcD  
Director, Economic Health & Housing  
City of Greeley  
[Benjamin.Snow@greeleygov.com](mailto:Benjamin.Snow@greeleygov.com)**



# History of Funding

- **April 2, 2020 = \$493,277**
- **September 11, 2020 = \$526,790**
- **Total from CARES = \$1,020,067**
  
- **City Approved Previous Amendments in June 2020 and July 2021**

# Summary of Current Amendment

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- 1. CDBG CV 1 – Reduce funding supporting the non-congregate shelter/personal isolation facility at Bonell.**
- 2. CDBG CV 1 – Change proposed activity to acquire/rehab a new Cold Weather Shelter/Housing Navigation Center/ other day use center to a public service activity to support costs to open and provide services at a new congregate Cold Weather Shelter/Housing Navigation Center/other day use facility;**
- 3. CDBG CV 3 – Remove the activity to acquire and/or rehab an existing building for multi-family housing;**
- 4. CDBG CV 1 and 3 – Administrative percentage adjustments.**

# Next Steps and Recommendation

- **Once Approved by Council**
  - **Substantial Amendment will be forwarded to HUD for approval. Funds will then become available for use.**
- **Fiscal Impact & Legal Issues**
  - **One-time fiscal impact of \$1,020,067**
  - **No ongoing or annual fiscal impact**
- **Recommendation**
  - **Motion to accept the Substantial Amendment as presented.**

# Questions . . .

**Benjamin Snow, CEcD**  
**Director, Economic Health & Housing**  
**City of Greeley**  
**[Benjamin.Snow@greeleygov.com](mailto:Benjamin.Snow@greeleygov.com)**





# Council Agenda Summary

December 7, 2021

Key Staff Contact: Brittany Hathaway, Planner III, 970-350-9823  
Becky Safarik, Assistant City Manager, 970-350-9785

**Title:**

Public hearing to consider a request to rezone from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCMP (Development Concept Master Plan), for approximately 1.169 acres of property including adjacent right-of-way to centerline located at 2000 16<sup>th</sup> Street, known as the 2000 16<sup>th</sup> Street Rezone, and final reading of an ordinance changing the official zoning map to reflect the same

**Summary:**

The action before City Council is a request to rezone 1.169 acres from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCMP (Development Concept Master Plan), which would bind the proposal to some specific design and use elements. The rezone request includes a .952-acre parcel and approximately .217 acres of adjacent 16<sup>th</sup> Street right-of-way to centerline.

The applicant proposes to develop the property with a drive-thru coffee shop use. A coffee shop is permitted under the current C-L zoning; however, a drive-thru element requires a higher level commercial designation, thus the request for a rezone. While a coffee shop is proposed under this application the zone change would allow any type of food service drive-thru use without hours of limitation. A DCMP has been proposed by the applicant to promote compatibility with the surrounding area by prohibiting some high intensity uses otherwise permitted in the C-H zone, such as automotive uses. Future development would be required to comply with City Development Code as indicated on the DCMP.

As this application was submitted in May of 2021, it has been processed under the previous Development Code.

The Planning Commission heard this item at its regular meeting on October 26, 2021. The motion put forth to recommend approval failed for lack of a second. This item was introduced at the November 16, 2021 City Council meeting.

**Fiscal Impact:**

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

Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**Legal Issues:**

Consideration of this matter is a quasi-judicial process which includes the following public hearing process:

- 1) City staff presentation
- 2) Council questions of staff
- 3) Applicant presentation
- 4) Council questions of applicant
- 5) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 6) Rebuttal, if requested
- 7) Council discussion
- 8) Council decision

**Other Issues and Considerations:**

None noted.

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

Consistency with Comprehensive Plan and Development Code Standards.

**Decision Options:**

- 1) Adopt the ordinance as presented; or
- 2) Amend the ordinance and adopt as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain; or
- 5) Remand the item back to the Planning Commission with specific direction on any further deliberation or for greater clarification of their recommendation.

**Council's Recommended Action:**

A motion that, based upon the project analysis and the testimony received to approve the ordinance and publish by reference to title only; OR

A motion that, based upon the project analysis, Planning Commission hearing and review, and the testimony received to deny the rezoning request as presented.

**Attachments:**

Ordinance

Planning Commission Summary Staff Report October 26, 2021 with attachments A-G

Draft Minutes October 26, 2021

Presentation

**CITY OF GREELEY, COLORADO  
ORDINANCE NO. \_\_\_\_, 2021  
CASE NO. ZON2021-0008**

**AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM C-L (COMMERCIAL LOW INTENSITY) TO C-H (COMMERCIAL HIGH INTENSITY) WITH A DCMP (DEVELOPMENT CONCEPT MASTER PLAN), FOR APPROXIMATELY 1.169 ACRES OF PROPERTY INCLUDING ADJACENT RIGHT-OF-WAY TO CENTERLINE LOCATED AT 2000 16TH STREET, KNOWN AS THE 2000 16TH STREET REZONE**

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCMP (Development Concept Master Plan) for approximately 1.169 acres of property in the City of Greeley, County of Weld, State of Colorado:

See attached legal description in Appendix A

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 \_\_\_\_\_, 2021.**

**ATTEST:**

**THE CITY OF GREELEY**

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

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

**APPENDIX A****ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY,  
COLORADO, FROM C-L (COMMERCIAL LOW INTENSITY) TO C-H (COMMERCIAL HIGH  
INTENSITY) WITH A DCMP (DEVELOPMENT CONCEPT MASTER PLAN), FOR APPROXIMATELY  
1.169 ACRES OF PROPERTY INCLUDING ADJACENT RIGHT-OF-WAY TO CENTERLINE  
LOCATED AT 2000 16TH STREET, KNOWN AS THE 2000 16TH STREET REZONE  
Legal Description**

A PARCEL OF LAND BEING A PORTION OF LOT 4, MONT VIEW PARK, IN THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, PER THE PLAT RECORDED NOVEMBER 21, 1908 AT RECEPTION NO. 134088 IN THE OFFICE OF THE CLERK AND RECORDER FOR SAID COUNTY, LOT 13, BLOCK 1 AND A PORTION OF LOT 1, BLOCK 1, MONT VIEW HEIGHTS, IN SAID CITY, COUNTY AND STATE, PER THE PLAT RECORDED MAY 6, 1952 AT RECEPTION NO. 1136224 IN SAID OFFICE OF THE CLERK AND RECORDER AND THE SOUTHERLY HALF OF 16TH STREET, A 100-FOOT-WIDE PUBLIC RIGHT-OF-WAY PER RECEPTION NO. 134088 IN SAID OFFICE OF THE CLERK AND RECORDER, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN SAID CITY, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, SAID MONT VIEW PARK, FROM WHICH THE NORTH LINE OF SAID LOT 3 BEARS, SOUTH 89°50'00" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID NORTH LINE;  
THENCE ALONG SAID NORTH LINE, SOUTH 89°50'00" WEST, A DISTANCE OF 469.82 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING;  
THENCE ALONG THE WEST LINE OF SAID LOT 3, SOUTH 00°19'13" EAST, A DISTANCE OF 218.97 FEET TO THE NORTH LINE OF THE REMAINING PORTION OF LOT 1, BLOCK 1 AND LOT 3, BLOCK 1, SAID MONT VIEW HEIGHTS;  
THENCE ALONG SAID NORTH LINE, SOUTH 89°46'49" WEST, A DISTANCE OF 189.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 1;  
THENCE ALONG THE EAST LINE OF LOT 4 AND LOT 12, BLOCK 1, SAID MONT VIEW HEIGHTS, NORTH 00°13'11" WEST, A DISTANCE OF 269.15 FEET TO THE CENTERLINE OF 16TH STREET, A 100-FOOT-WIDE PUBLIC RIGHT-OF-WAY PER RECEPTION NO. 134088;  
THENCE ALONG SAID CENTERLINE, NORTH 89°50'00" EAST, A DISTANCE OF 188.99 FEET;  
THENCE DEPARTING SAID CENTERLINE, SOUTH 00°19'13" EAST, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID LOT 3 AND THE POINT OF BEGINNING.

CONTAINS 50,914 SQUARE FEET OR 1.169 ACRES, MORE OR LESS.

## PLANNING COMMISSION SUMMARY

**ITEMS:** Rezone property from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCMP (Development Concept Master Plan)

**FILE NUMBER:** ZON2021-0008

**PROJECT:** 2000 16<sup>th</sup> Street Rezone

**LOCATION:** 2000 16<sup>th</sup> Street

**APPLICANT:** Michael Drago, Entitlement and Engineering Solutions, Inc. on behalf of GA HC REIT II, Greeley Northern Colorado MOB Portfolio, LLC

**CASE PLANNER:** Brittany Hathaway, Planner III

**PLANNING COMMISSION HEARING DATE:** October 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 24-625(c)(3) of the Development Code.

### EXECUTIVE SUMMARY

The City of Greeley is considering a request to rezone 1.169 acres, including adjacent right-of-way to roadway centerline, from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a Development Concept Master Plan.

The subject site is located south of 16<sup>th</sup> Street, north of 17<sup>th</sup> Street, west of 18<sup>th</sup> Avenue, and east of 21<sup>st</sup> Avenue, addressed 2000 16<sup>th</sup> Street (see Attachment A).

### A. REQUEST

The City of Greeley is considering a request to rezone 1.169 acres from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCMP (Development Concept Master Plan). The request includes a .952-acre parcel and approximately .217 acres of adjacent 16<sup>th</sup> Street right-of-way to centerline.

The applicant proposes to develop the property with a drive-thru coffee shop use. While a coffee shop would be permitted, drive-thru uses are restricted in the C-L zone district, thus the request for a rezone. A DCMP is provided to ensure compatibility with the surrounding area (see Attachment F). The DCMP would prohibit high intensity uses otherwise permitted in the C-H zone district in an effort to protect the surrounding area and adjacent residential uses from excess

impacts. Future development would be required to comply with City Development Code as indicated on the DCMF.

As this application was submitted in May of 2021, it is processed under the previous Development Code. A minor subdivision application is under review by staff to create a lot from the existing parcel. The applicant has also provided a site plan application which would be reviewed administratively, with final acceptance pending City Council's approval of the rezone request.

## **B. STAFF RECOMMENDATION**

Approval

## **C. LOCATION**

### **Abutting Zoning/Land Use:**

North: C-L (Commercial Low Intensity)

South: C-L (Commercial Low Intensity), R-L (Residential Low Density), and PUD (Planned Unit Development)

East: C-L (Commercial Low Intensity)

West: C-L (Commercial Low Intensity) and R-L (Residential Low Density)

### **Site Characteristics:**

The site is developed with an office building and parking lot.

### **Surrounding Land Uses:**

North: Northern Colorado Medical Center

South: Parking lot and single family residential

East: Medical offices

West: Medical offices and single family residential

## **D. APPROVAL CRITERIA**

### **Development Code Section 24-625 Rezoning Procedures**

*This application was submitted prior to October 1, 2021. As such, it was reviewed and would be approved under the 1998 Development Code.*

*For the purpose of establishing and maintaining sound, stable and desirable development within the City, the rezoning of land is to be discouraged and allowed only under circumstances provided for in this Section [of the Code]. This policy is based on the opinion of the City Council that the City's zoning map is a result of a detailed and comprehensive appraisal of the City's present and future needs regarding land use allocation and other zoning considerations, and, as such, should not be amended unless to correct manifest errors or because of changed or changing conditions in a particular area of the City in general.*

The review criteria found in Section 24-625(c)(3) of the Development Code shall be used to evaluate the zoning amendment application.

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

Staff Comment: The area has been established with several medical and office uses, including the Northern Colorado Medical Center campus. Significant change to the area is not currently observed, however demand for office space has decreased in recent years and is demonstrated by vacant office spaces, mainly south of 16<sup>th</sup> Street.

The property is currently developed with an office building and parking lot, however it has remained vacant for approximately 6-7 years. A rezone would be necessary to encourage redevelopment of the property with a use compatible with the surrounding medical, educational, and office uses.

The subject area on 16<sup>th</sup> Street is also designated as an “Employment, Industrial, and Commercial Area” on the Land Use Guidance map, which would encourage commercial uses to support the high employment area.

The proposal complies with this criterion.

- b) **Has the existing zoning been in place for at least fifteen (15) years without substantial development resulting and does the existing zoning appear to be obsolete, given development trends?**

Staff Comment: The property was zoned R-4 (Transitional District) in 1966, which was renamed C-1 in 1976. In 1998 the C-1 District was changed to C-L as part of the Development Code update, which the property remains zoned currently.

The rezone would encourage redevelopment of vacant property while the DCMP would ensure compatibility with the surrounding area with minimal potential impacts to the adjacent residential uses.

The proposal complies with this criterion.

- c) **Are there clerical or technical errors to correct?**

Staff Comment: There are no clerical or technical errors to correct.

This criterion is not applicable to this request.

- d) **Are there detrimental environmental impacts, such as flood plains, inadequate drainage, slopes, unstable soils, etc., that may affect future development of this site and which may not have been considered during the original zoning of the property?**

Staff Comment: There are no known impacts.

This criterion is not applicable to this request.

- e) **Is the proposed rezoning necessary in order to provide land for a community related use which was not anticipated at the time of adoption of the City's Comprehensive Plan; or have the policies of the City changed to the extent that a rezoning is warranted?**

Staff Comment: The proposed rezoning is not necessary in order to provide land for a community related use, nor has City policy changed to warrant a community related rezoning.

This criterion is not applicable to this request.

- f) **What is the potential impact of the proposed rezoning upon the immediate neighborhood and the city as a whole (including potential noise and environmental impacts, visual impacts, the provision of City services such as police, fire, water, sewer, and pedestrian systems and parks and recreational facilities)?**

Staff Comment: Any potential noise created by future development would be regulated by the Municipal Code. The appropriate buffering must be provided, which would lessen any potential visual and noise impacts.

City services should not be impacted, since the surrounding area is already served by municipal services such as water and sewer. Police and Fire are also already serving this area.

The area is primarily medical and office in character with residential development at the southwest boundary. The applicant has proposed a DCMP to restrict higher intensity uses and to provide a conceptual drive-thru design to depict site circulation and positioning away from residential properties. While conceptually vehicle and pedestrian traffic would be minimally impacted, it would be analyzed in detail at time of site plan review. It is anticipated that a new pedestrian crossing would also be warranted on 16<sup>th</sup> Street.

The proposal complies with this criterion.



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

Staff Comment: There are no zoning overlay requirements for the subject property. The request is accompanied with a Development Concept Master Plan.

The following City of Greeley Comprehensive Plan policies apply to this request:

Objective GC-1.2 Form of Growth

Encourage a compact form over sprawl or leap-frog development.

Objective GC-2.2 Jobs/Housing Balance

Support zoning and development patterns that expand opportunities for people who live in Greeley to also work in Greeley (or vice versa).

Objective GC-2.3 Pedestrian and Bicycle-Oriented Development

Encourage a development pattern that encourages walking and bicycling whenever possible - by locating employment, shopping, recreation, entertainment, transit, and other services within a quarter mile of residential areas.

The proposal provides new development in a currently vacant infill site. The proposed location is within a quarter mile of residential areas providing employment and services within walking or biking distance. The Comprehensive Plan also identifies the subject area as “employment, industrial and commercial” on the land use guidance map, to which the proposed zoning and use would comply.

Staff Comment: The proposal complies with this criterion.

**h) What is the potential impact of the proposed rezoning upon an approved Zoning Suitability Plan for the property?**

Staff Comment: There is no approved Zoning Suitability Plan for this property.

This criterion is not applicable to this request.

**E. SITE CHARACTERISTICS**

**1. SUBDIVISION HISTORY**

The property is currently a parcel containing a portion of Lot 1 and Lot 13, Block 1 of Montview Heights and a portion of Lot 4, Block 1 of Mont View Park.

A minor subdivision is under review by staff to replat the subject area as Lot 1, Block 1, of the Mont View Commercial Subdivision.

## **2. TRANSPORTATION**

The City's traffic engineer and Engineering Development Review staff have reviewed the traffic impact analysis with the proposed concept plan for the drive-thru coffee use and found that additional traffic to the roadway system would not create a significant impact.

Proposed improvements for potential development would include a pedestrian crossing on 16<sup>th</sup> Street. No additional improvements were warranted based on projected traffic. Further analysis would be conducted at time of site plan review.

## **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 will be regulated by the Municipal Code. Furthermore, the DCMP restricts high intensity commercial uses with required buffering from the existing residential uses to the southwest.

## **H. PUBLIC NOTICE AND COMMENT**

### **1. NEIGHBORHOOD MEETING**

A virtual neighborhood meeting was held on July 7, 2021, for which property owners within 500 feet were notified via USPS. Neighbors in attendance expressed concern for potential increased vehicular and pedestrian traffic on adjacent roadways. The applicant prepared an updated traffic study in response and included a pedestrian crosswalk. Traffic, detailed pedestrian improvements, and potential alternative access would be further analyzed at time of site plan application.

### **2. PUBLIC NOTICE AND COMMENT**

Neighborhood notices for this meeting were mailed to surrounding property owners on October 8, 2021 and a notice was published in the newspaper per Development Code requirements. A sign was also posted on the site on October 12, 2021.

Two written citizen comments have been received at the time of drafting this report and can be found in Attachment G.

#### **I. PLANNING COMMISSION RECOMMENDED MOTION**

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCMP (Development Concept Master Plan) meets Development Code Section 24-625(c)(3) a, b, f, and g; and therefore, recommends approval of the rezone to the City Council.

#### **ATTACHMENTS**

Attachment A – Zoning & Vicinity Maps

Attachment B – Project Narrative

Attachment C – Rezone Boundary Map

Attachment D – Zoning Analysis Map

Attachment E – Zoning Suitability Map

Attachment F – Development Concept Master Plan (DCMP)

Attachment G – Citizen Comments











501 S. Cherry St, Suite 300  
Glendale, CO 80246  
303-572-7997  
ees.us.com

City of Greeley  
Community Development  
1100 10<sup>th</sup> Street  
Greeley, CO 80631

Re: Rezone Request - Project Narrative  
2000 16<sup>TH</sup> Street. – 0.95 acre Parcel

To Whom It May Concern,

This project narrative is intended to accompany the rezone request submittal. On behalf of Verdad Real Estate and Construction Services, EES makes this submittal for the potential development of the approximately 0.95 acre Parcel located at 2000 16<sup>th</sup> Street. The existing zoning surrounding the property currently Commercial Low intensity, where Café and other eating establishments are permitted, but not allowed with a drive thru. Therefore, a request is being made to rezone this area to a Commercial High Intensity to allow for a drive thru. Within the commercial high intensity zone, the drive-thru will be allowed as a “Design Review Use”. Areas adjacent to the site fall within residential-uses.

The owner is currently working with adjacent property owners to propose a cross access easement leading onto 21<sup>st</sup> Avenue.

Within the comprehensive plan, this parcel is located within a commercial district. Within the comprehensive plan, residents expressed a desire to see a greater mix of uses in existing neighborhoods in order to improve their access to day-to-day services. With replacing an existing vacant building with a café, the residents will gain a daily service close to their existing homes.

The attached Conceptual Site Plan expresses the overall location of the development as well as the location of the parcel abutting both street frontages. The proposed improvements include an approximately 2,225 sf Starbucks with a drive-thru, 2,100 sf patio area, and associated drives, walks, parking, and landscaping. There is an existing shared access on the east site of the project site that will continue to be utilized as a shared access for the future development. A cross access easement will be established within this area to the west for customers of the proposed development to access the public right-of-way within 16th Street. Pedestrian cross access will be directed to the public sidewalk within the ROW of 16th Street.

A neighborhood meeting was held on July 7<sup>th</sup> to give the public a chance to comment on the potential rezone of the property. At the meeting no major concerns were made by the public for the rezone. Traffic concerns were brought up by a few. The adjacent property owner to the east is currently being worked with to see if a potential cross-access easement could be worked on together to alleviate concerns of the public.

To reduce any noise concerns the residents to the south will have, the order board was placed on the northern side of the property, approximately 200’ away from the residential property. Based on survey information, there is an existing fence on the southern edge of the property which will be utilized to reduce noise further.

Item No. 23.



501 S. Cherry St, Suite 300  
Glendale, CO 80246  
303-572-7997  
ees.us.com

Respectfully,  
**Entitlement and Engineering Solutions, Inc.**

Michael Drago  
Civil Engineer

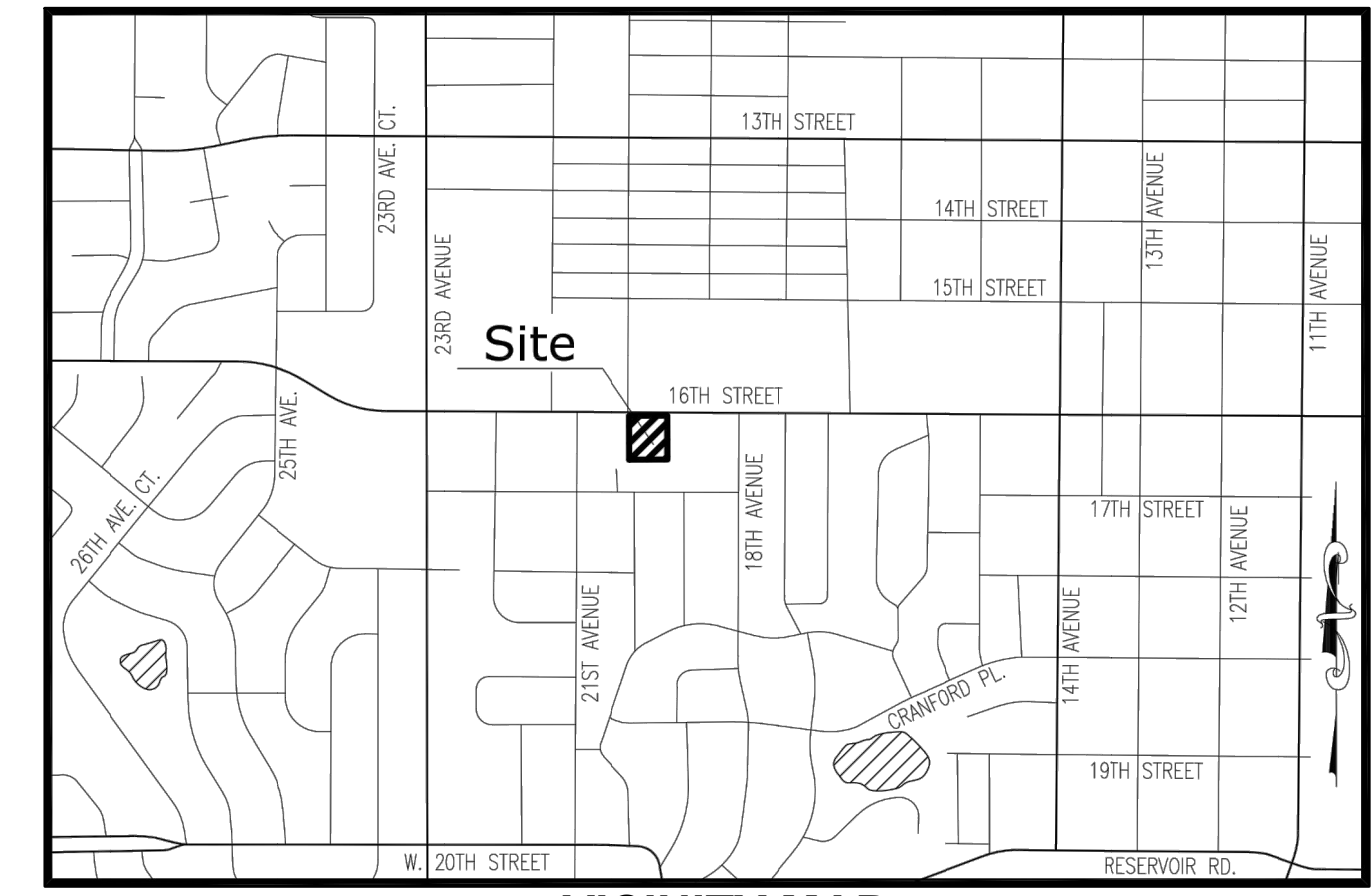
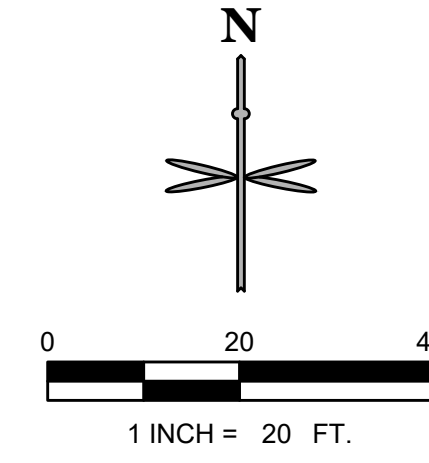
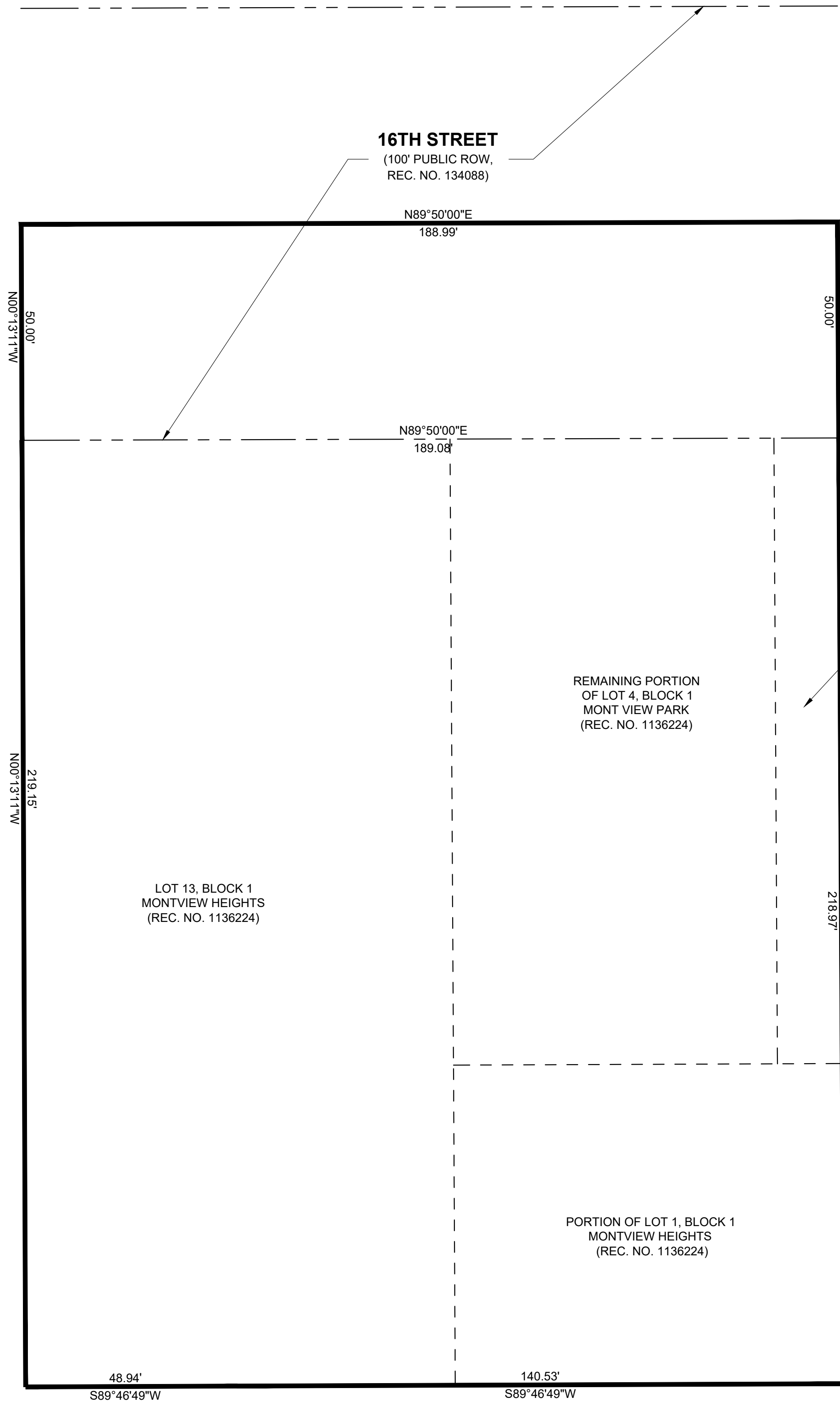
# 2000 16TH STREET REZONE

## ZONING BOUNDARY MAP

A PORTION OF LOT 1 AND LOT 13, BLOCK 1 OF MONTVIEW HEIGHTS, A PORTION OF LOT 4, BLOCK 1, THE EASTERN 15' OF LOT 4, BLOCK 1 OF MONT VIEW PARK AND 1/2 OF 16TH STREET LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

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### REZONE BOUNDARY LEGEND

- SUBJECT BOUNDARY
- RIGHT-OF-WAY
- INNER LOT LINES

### ZONING BOUNDARY LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 4, MONT VIEW PARK, IN THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, PER THE PLAT RECORDED NOVEMBER 21, 1908 AT RECEPTION NO. 134088 IN THE OFFICE OF THE CLERK AND RECORDER FOR SAID COUNTY, LOT 13, BLOCK 1 AND A PORTION OF LOT 1, BLOCK 1, MONT VIEW HEIGHTS, IN SAID CITY, COUNTY AND STATE, PER THE PLAT RECORDED MAY 6, 1952 AT RECEPTION NO. 1136224 IN SAID OFFICE OF THE CLERK AND RECORDER AND THE SOUTHERLY HALF OF 16TH STREET, A 100-FOOT-WIDE PUBLIC RIGHT-OF-WAY PER RECEPTION NO. 134088 IN SAID OFFICE OF THE CLERK AND RECORDER, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN SAID CITY, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, SAID MONT VIEW PARK, FROM WHICH THE NORTH LINE OF SAID LOT 3 BEARS, SOUTH 89°50'00" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID NORTH LINE;  
 THENCE ALONG SAID NORTH LINE, SOUTH 89°50'00" WEST, A DISTANCE OF 469.82 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING;  
 THENCE ALONG THE WEST LINE OF SAID LOT 3, SOUTH 00°19'13" EAST, A DISTANCE OF 218.97 FEET TO THE NORTH LINE OF THE REMAINING PORTION OF LOT 1, BLOCK 1 AND LOT 3, BLOCK 1, SAID MONT VIEW HEIGHTS;  
 THENCE ALONG SAID NORTH LINE, SOUTH 89°46'49" WEST, A DISTANCE OF 189.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 1;  
 THENCE ALONG THE EAST LINE OF LOT 4 AND LOT 12, BLOCK 1, SAID MONT VIEW HEIGHTS, NORTH 00°13'11" WEST, A DISTANCE OF 269.15 FEET TO THE CENTERLINE OF 16TH STREET, A 100-FOOT-WIDE PUBLIC RIGHT-OF-WAY PER RECEPTION NO. 134088;  
 THENCE ALONG SAID CENTERLINE, NORTH 89°50'00" EAST, A DISTANCE OF 188.99 FEET;  
 THENCE DEPARTING SAID CENTERLINE, SOUTH 00°19'13" EAST, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID LOT 3 AND THE POINT OF BEGINNING.

CONTAINS 50,914 SQUARE FEET OR 1.169 ACRES, MORE OR LESS

### BASIS OF BEARING

BEARINGS ARE BASED UPON THE NORTH LINE OF LOT 3 AND LOT 4, MONT VIEW PARK, PER THE PLAT RECORDED NOVEMBER 21, 1908 AT RECEPTION NO. 134088 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF WELD, STATE OF COLORADO, WHICH BEARS NORTH 89°59'00" EAST BETWEEN THE FOUND MONUMENTS SHOWN HEREON

No.	REVISION	BY	DATE

**EES**  
ENGINEERING AND SURVEYING SOLUTIONS, INC.  
501 S Cherry St, Suite 300  
Glendale, CO 80246  
303-572-7597 www.ees.us.com

**VERDAD**  
REAL ESTATE

2000 16TH STREET REZONE  
ZON2021-008  
2000 16TH STREET, GREELEY, COLORADO  
ZONING BOUNDARY MAP

PROJECT NO:	VER008.01
DESIGNED BY:	MRD
DRAWN BY:	MRD
DATE:	08/25/2021

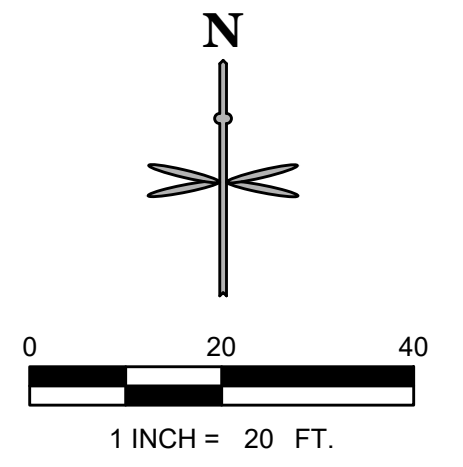
EX-2



# 2000 16TH STREET REZONE

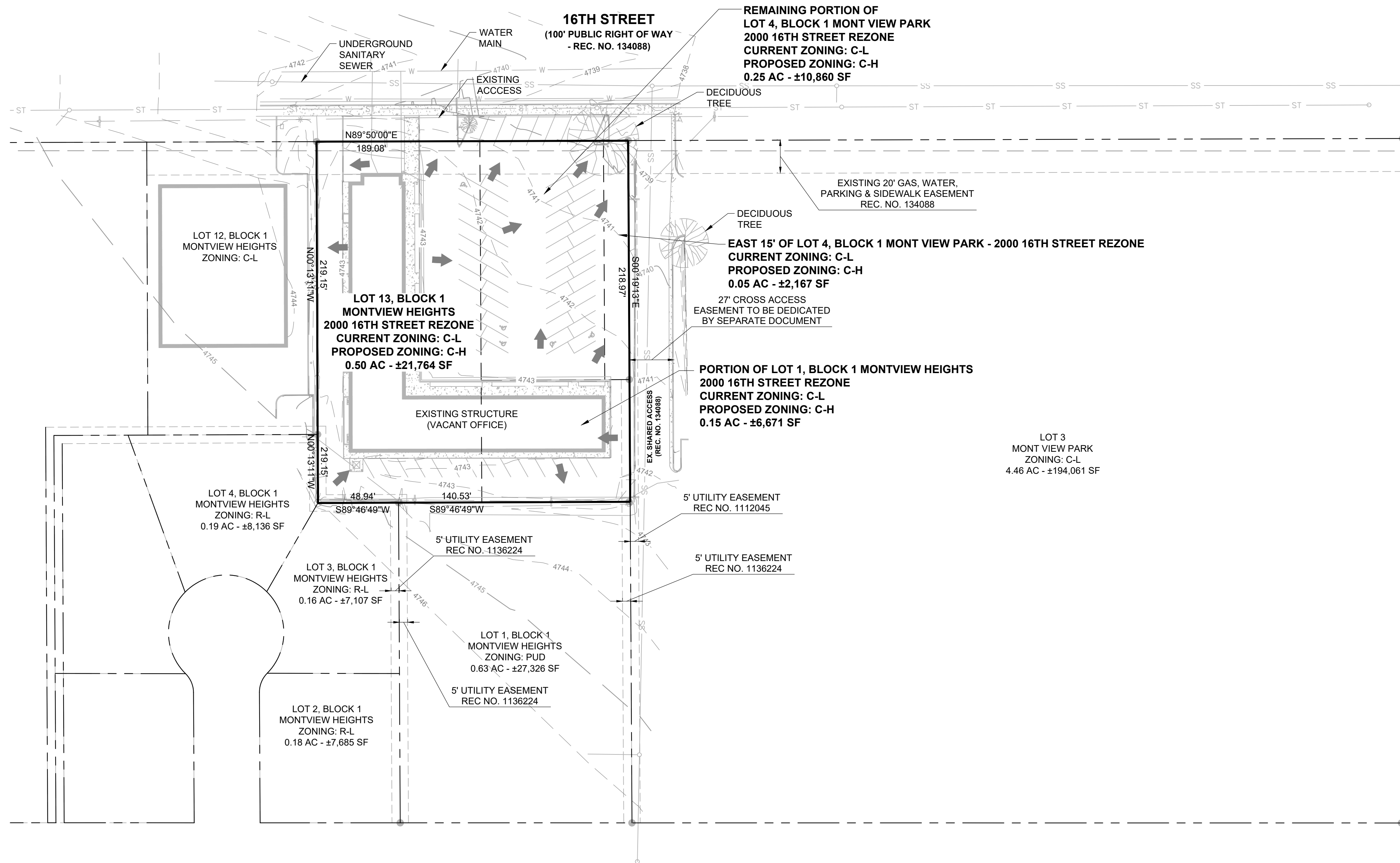
## SITE ANALYSIS MAP

A PORTION OF LOT 1 AND LOT 13, BLOCK 1 OF MONTVIEW HEIGHTS, A PORTION OF LOT 4, BLOCK 1, AND THE EASTERN 15' OF LOT 4, BLOCK 1 OF MONT VIEW PARK LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



### SITE ANALYSIS LEGEND

- SUBJECT PROPERTY
- PROPERTY BOUNDARY
- INNER LOT LINE
- EXISTING EASEMENT
- EXISTING CURB & GUTTER
- EXISTING STORM SEWER MANHOLE/INLET
- EXISTING STREET LIGHTING
- EXISTING FIRE HYDRANT
- EXISTING SIGNAGE
- EXISTING DRAINAGE FLOW DIRECTION
- EXISTING SANITARY LINE
- EXISTING STORMWATER LINE
- EXISTING WATER LINE



NO.	REVISION	BY	DATE

**EES**  
ENGINEERING AND SURVEYING SOLUTIONS, INC.  
501 S Cherry St, Suite 300  
Glendale, CO 80246  
303-572-7997 www.ees.us.com

**VERDAD**  
REAL ESTATE

**2000 16TH STREET REZONE**  
ZON2021-008  
2000 16TH STREET, GREELEY, COLORADO  
**SITE ANALYSIS MAP**

PROJECT NO:	VER008.01
DESIGNED BY:	MRD
DRAWN BY:	MRD
DATE:	03/04/2021

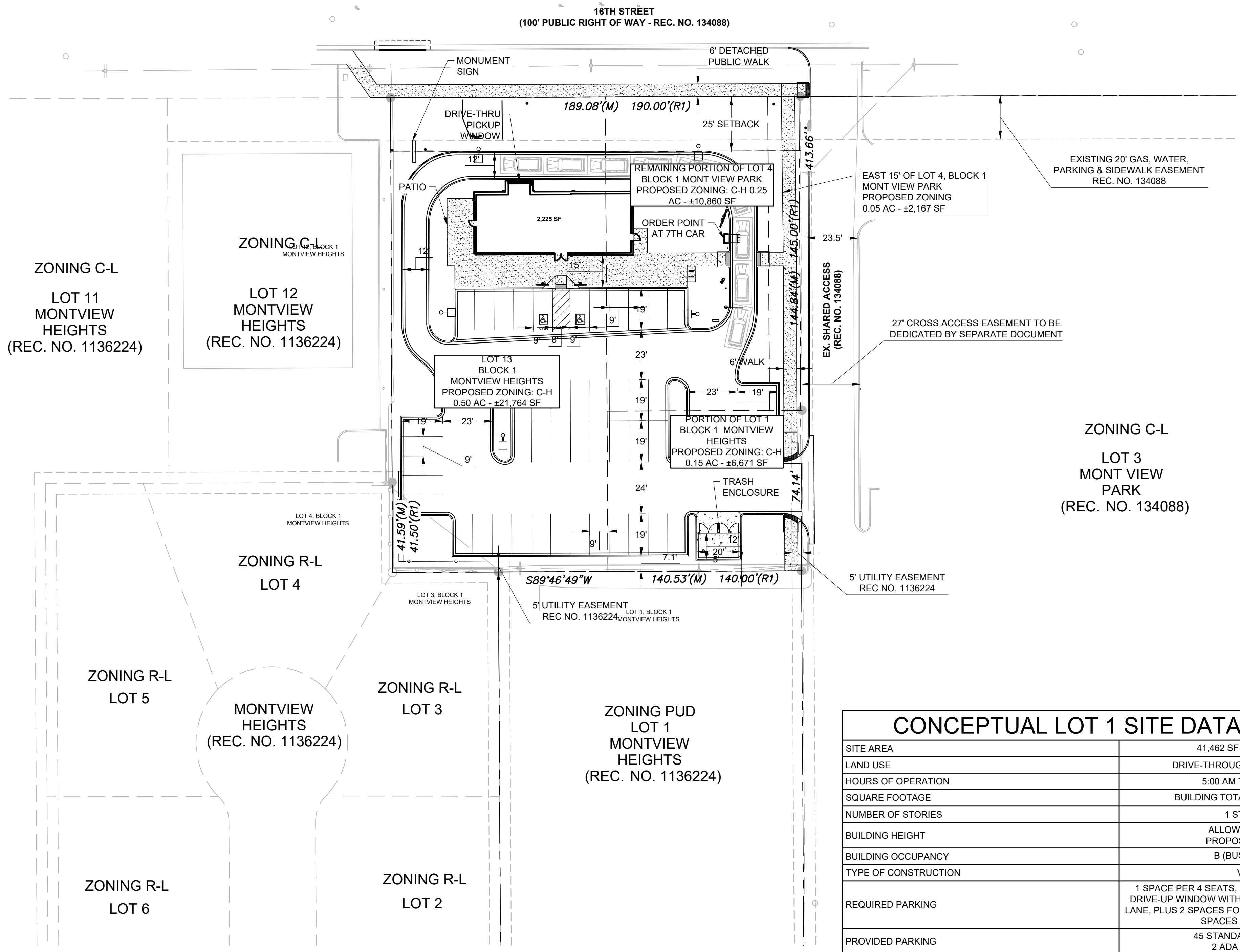
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# 2000 16TH STREET REZONE DEVELOPMENT CONCEPT MASTER PLAN

A PORTION OF LOT 1 AND LOT 13, BLOCK 1 OF MONTVIEW HEIGHTS, A  
PORTION OF LOT 4, BLOCK 1, AND THE EASTERN 15' OF LOT 4, BLOCK 1  
OF MONT VIEW PARK LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7,  
TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



### DEVELOPMENT CONCEPT MASTER PLAN

C-H ZONE DISTRICT RESTRICTED USES

Auto repair, sales
Bars, taverns, lounges
Brewpubs
Car and truck wash
Convenience stores with gas sales
Emission testing centers
Exterminating shops
Food and beverage processing facility (minor)
Gas Stations and sales
Kennels
Pawn shops
RV and travel trailer parks
Towing services

### NOISE MITIGATION STANDARDS

NOISE MITIGATION ON SITE ARE TO FOLLOW STATE LAW AND REGULATIONS (C.R.S. TITLE 25, ARTICLE 12) FOR ALL OPERATIONS.

### DRIVE-THRU STANDARDS

DRIVE THRU'S ON SITE ARE TO FOLLOW STANDARDS SET FORTH IN THE CITY OF GREELEY'S ZONING CODE - SECTION 24-1164.

### BUFFER STANDARDS

BUFFERING IS REQUIRED FOR THE PROPERTIES TO THE SOUTH OF THE PROPOSED LOT. THE SITE WILL FOLLOW LANDSCAPING AND BUFFERING STANDARDS SET FORTH IN CITY OF GREELEY CODE - SECTION 24-1146. DUE TO LOW-INTENSITY ADJACENT SITE USES, THE BUFFERING WILL FOLLOW BUFFER YARD STANDARDS WITHIN TABLE 1146.2 AND SHOWN BELOW.

BUFFER YARD REQUIREMENTS			
PROPOSED USE	ADJACENT SITE USE	BUFFER YARD QUANTITY/WIDTH	EXAMPLE
HIGH-INTENSITY USE	LOW-INTENSITY USE	1 TREE AND 13 SHRUBS FOR EVERY 35 LINEAR FEET; MINIMUM WIDTH: 15 FEET	

### CONCEPTUAL LOT 1 SITE DATA TABLE

SITE AREA	41,462 SF - 0.95 ACRE
LAND USE	DRIVE-THROUGH COFFEE SHOP
HOURS OF OPERATION	5:00 AM TO 9:00 PM
SQUARE FOOTAGE	BUILDING TOTAL - 2,225 SQ. FT.
NUMBER OF STORIES	1 STORY
BUILDING HEIGHT	ALLOWED: 40'-0" PROPOSED 20'-4"
BUILDING OCCUPANCY	B (BUSINESS)
TYPE OF CONSTRUCTION	V-B
REQUIRED PARKING	1 SPACE PER 4 SEATS, PLUS 1 SPACE FOR EACH DRIVE-UP WINDOW WITH 5 STACKING SPACES PER LANE, PLUS 2 SPACES FOR EVERY 3 EMPLOYEES - 27 SPACES REQUIRED
PROVIDED PARKING	45 STANDARD SPACES 2 ADA SPACES
CAR STACKING	5 STACKING REQUIRED 9 STACKING SPACES PROVIDED
BICYCLE PARKING	3 SPACES REQUIRED 4 SPACES PROVIDED
AREA OF LANDSCAPING	14,447 / 35%
AREA OF DRIVEWAYS AND PARKING	21,394 / 52%
AREA OF BUILDING COVERAGE	2,225 / 5%
AREA OF SIDEWALK AND PATIO	3,396 / 8%

### ZONING

JURISDICTION	CITY OF GREELEY
EXISTING ZONING	C-L
PROPOSED ZONING	C-H WITH DCMP

### AREA COVERAGE

IMPERVIOUS (SQ. FT. / %)	27,015 / 65%
PERVIOUS / LANDSCAPING (SQ. FT. / %)	14,447 / 35%

**NOTE:**  
SITE PLAN SHOWN IS CONCEPTUAL AND SUBJECT TO MINOR REVISIONS

NO.	REVISION	BY	DATE

**EES**  
ENGINEERING AND SURVEYING SOLUTIONS, INC.  
501 S Cherry St, Suite 300  
Glendale, CO 80246  
303-572-7997 www.ees.us.com

**VERDAD**  
REAL ESTATE

2000 16TH STREET REZONE  
ZON2021-008  
2000 16TH STREET, GREELEY, COLORADO  
DEVELOPMENT CONCEPT  
MASTER PLAN

PROJECT NO:	VER008.01
DESIGNED BY:	MRD
DRAWN BY:	MRD
DATE:	08/24/2021

**Caleb Jackson**

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**From:** Mueller, Andreas <Andreas.Mueller@unco.edu>  
**Sent:** Thursday, July 1, 2021 1:19 PM  
**To:** michael.drago@ees.us.com; Caleb Jackson  
**Subject:** [EXTERNAL] Proposed Rezone Application, 2000 16th Street, Greeley

Dear Mr Drago and Mr Jackson,

I have just received the neighborhood meeting notice concerning the proposed rezone application for 2000 16<sup>th</sup> Street. I won't be able to attend the meeting, but wanted to express my full support for the application to rezone. This is a beneficial proposed development.

Sincerely,  
Andreas Mueller  
1735 17<sup>th</sup> Avenue, Greeley.

**Andreas Mueller, PhD**  
Professor and Chair of English



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**CAUTION:** This email is from an **external** source. Ensure you trust this sender before clicking on any links or attachments.

**From:** Chuck Turner <chktur@gmail.com>  
**Sent:** Friday, September 17, 2021 11:06 AM  
**To:** planning  
**Subject:** [EXTERNAL] 1700 16th street zoning change comments

Hi.

I wanted to let you know that I am opposed to changing the zoning for 1700 16<sup>th</sup> street to a more commercial friendly zoning class. My house is in that neighborhood and I like that it's a residential, mostly single family area with some medical facilities mixed in.

Allowing that zoning change to allow a Starbucks coffee restaurant with a drive through would give it a really different feel, a run of the mill commercial feel compared to how it is now. It would also mean an increase in traffic in this area. It would mean more air pollution from hundreds of idling cars going through that drive in every day. There are homes bordering that property that would directly be subjected to noise, pollution, and more traffic. And my home is a couple of blocks away. It would affect me too. We have been in a non attainment air quality area with the EPA for years. This would make it worse.

Another thing that makes me object to this zoning change is that it would open the door for a McDonalds or 7-11 with gas pumps to be built there if the Starbucks should close or the property sold to another developer. There is nothing to prevent that if the property were sold.

And if that Starbucks gets built it will draw students from Heath Middle School and Greeley Central High School. Both are within a couple of blocks. Both are on the other side of the street. Lots of jaywalkers going for junky food.

BTW, the developers admitted in a public meeting that they don't really have a good idea how the traffic flow would change in that area. Seems flaky to me.

Charles Turner

1718 17<sup>th</sup> Ave

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**CAUTION:** This email is from an **external** source. Ensure you trust this sender before clicking on any links or attachments.

City of Greeley, Colorado  
**PLANNING COMMISSION PROCEEDINGS**

October 26, 2021

**1. Call to Order**

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

**2. Roll Call**

The hearing clerk called the roll.

PRESENT

Commissioner Erik Briscoe  
Commissioner Jeff Carlson  
Commissioner Brian Franzen  
Commissioner Larry Modlin  
Commissioner Christian Schulte  
Chair Justin Yeater

ABSENT

Commissioner Chelsie Romulo

**3. Approval of Agenda**

Ms. Safarik advised that there were no additions or corrections to the agenda. The agenda was approved as presented.

**4. Approval of September 28, 2021 Minutes**

Commissioner Franzen moved to approve the minutes dated September 28, 2021. Commissioner Modlin seconded the motion. Motion carried 6-0.

**5. Public hearing to consider a request to rezone 1.169 acres, including adjacent right-of-way to roadway centerline, from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCMP (Development Concept Master Plan), located at 2000 16<sup>th</sup> Street (Project No ZON2021-0008)**

Chair Yeater introduced the item. Brittany Hathaway addressed the Commission and stated that the request is for a rezone from Commercial Low Intensity to Commercial High Intensity with a Development Concept Master Plan (DCMP). She advised that the DCMP would limit high intensity uses typically permitted in a commercial high district such as bars and gas stations. Ms. Hathaway stated that the site is proposed for a drive-through coffee shop. She noted that the property is currently zoned to allow for a coffee shop, adding that the drive-through component is only permitted in a commercial high zone district.

Ms. Hathaway reported that there is a site plan and subdivision under review pending approval of this request, adding that the conceptual site layout on the DCMP matches that on the site plan under review. She described the surrounding zoning as commercial low with residential dwellings located southwest of the site. She stated that the immediate area includes a church, medical offices, North Colorado Medical Center and single-family homes. Ms. Hathaway presented several photographs of the site and surrounding area and noted the parking lot that is separately owned in the southwest corner adjacent to the residential properties.

Ms. Hathaway presented a zoning boundary map and pointed out the parcel requested for rezoning as well as up to one-half of the 16<sup>th</sup> Street right-of-way. She presented a proposed DCMP with the conceptual site layout and a list of restricted uses. Ms. Hathaway noted that the drive-through is planned to be situated toward 16<sup>th</sup> Street with required buffering near the residential area. She added that the southern portion of the site containing a parking lot would back up to the existing nearby parking lot.

Ms. Hathaway advised that the request meets the applicable rezone criteria in Development Code Section 24-625, adding that the request was submitted prior to adoption of the new development code and is subject to the 1998 development code standards. She summarized the conformance criteria and stated that the zoning has been in place for over 15 years, noting that the site has been vacant for approximately 7 years. Ms. Hathaway advised that the DCMP is provided to negate any potential use conflicts. She stated that notice of the hearing was accomplished and that two comments were received, with one in support and the other in opposition to the request to rezone. Ms. Hathaway reported that a neighborhood meeting was hosted by the applicant in July 2021. Staff recommended approval.

Commissioner Franzen asked for clarification of the restricted uses. Ms. Hathaway presented a slide showing the types of uses that would be restricted in the future pursuant to the DCMP. Commissioner Schulte asked what might occur if the coffee shop proposed for the site left and, specifically, whether something like a fast food restaurant could take its place. Ms. Hathaway advised that other businesses, including drive-through restaurants, could be allowed on the site if the proposal is approved. Responding to a question from Commissioner Briscoe, Ms. Hathaway reported that there were no restrictions regarding hours of operation. Upon question by Commissioner Franzen, Ms. Hathaway reported that access to the site would not be off 16<sup>th</sup> Street, but would be from the shared access easement identified on the site plan. Commissioner Carlson asked whether there were any anticipated traffic impacts with emergency vehicle traffic at North Colorado Medical Center. Ms. Hathaway advised that a traffic memo was submitted indicating that traffic generated by a Starbucks would be minimal, adding that staff would review in more detail with the site plan.

Krysta Houtchens with Entitlements and Engineering Solutions, 501 S. Cherry Street, Glendale, Colorado, addressed the Commission and described some of the restricted uses identified by Ms. Hathaway. Ms. Houtchens advised that a traffic impact study was completed and analyzed for a 2200-square-foot coffee shop with a drive-through. She added that while some new traffic might be generated, the majority of traffic to the site would be passerby traffic. Ms. Houtchens stated that part of the rezone request includes a standard to restrict noise to a safe level per



state code. She described the standard noise from a sound box at a drive-through, adding that there is a two-foot grade change and additional landscaping for buffering. Ms. Houtchens presented a conceptual landscape plan showing the proposed buffering.

Chair Yeater referred to earlier questions by the Commission as to what might happen if the proposal is approved and a different business moved in. Upon question by Chair Yeater, Ms. Houtchens advised that there is a formal contract in place with Starbucks. Chair Yeater asked about the term of the contract.

Herndon Luce, Verdad Real Estate, 2301 W. 45<sup>th</sup> Avenue, Denver, Colorado, addressed the Commission and advised that the arrangement with Starbucks includes a 15-year lease. Upon question by Commissioner Modlin, Mr. Luce advised that most quick service restaurants might look at the space and would fit on the site. He added that Starbucks has been interested in the site for a couple of years to capture the hospital traffic and that the company is committed to the project. Mr. Luce reported that Starbucks very rarely shuts stores, especially those with a drive-through, and that the risk of a different business coming in is low. Upon question by Chair Yeater, Mr. Luce stated that Starbucks does not have any contingencies outside of the lease if it is unable to obtain the appropriate permits.

Chair Yeater opened the public hearing at 1:31 p.m.

Kathy Ensz, 1611 21<sup>st</sup> Avenue, addressed the Commission and stated that she was very much against installing a Starbucks on the site. She expressed concern about increased traffic, noting that a junior high school is located one block away. Ms. Ensz stated that 16<sup>th</sup> Street is very busy and was concerned about a commercial business in the area, adding that she was fine if a medical building was on the site. She did not feel that a Starbucks was needed in the neighborhood.

The public hearing was closed at 1:33 p.m.

Chair Yeater invited Ms. Hathaway to respond to some of the questions posed, particular regarding how a crosswalk might work. Ms. Hathaway advised that staff would review the site plan submittal as well as the traffic impact analysis, at which time staff might make recommendations such as a crosswalk. She pointed out the nearby pedestrian bridge and traffic lights. Ms. Hathaway advised that a coffee shop could be placed on the site now without a drive-through. Upon question by Commissioner Modlin, Ms. Hathaway presented a map and pointed out the access to the site. Commissioner Schulte confirmed that the Commission is being asked to approve a zone change and that the actual plan will go through staff for approval or disapproval. Ms. Hathaway confirmed Commissioner Schulte's statement. Upon further question by Commissioner Schulte, Ms. Hathaway stated that staff has an option to require sound buffering around the residential corner, adding that there will be a required landscape buffer at the southwest boundary.



Commissioner Franzen moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from C-L (Commercial Low Intensity) to C-H (Commercial High Intensity) with a DCM (Development Concept Master Plan) meets Development Code Section 24-625(c)(3) a, b, f and g; and, therefore, recommends approval of the rezone to the City Council. The motion failed for lack of a second.

Commissioner Schulte offered his thoughts that adding a drive-through element, as well as other potential uses that could come in the future in a Commercial High zone, seemed too intense for this area. He noted that it is a small, but busy street and felt it could be overwhelming to the surrounding areas. Commissioner Briscoe agreed and noted the single right exit from the hospital on 16<sup>th</sup> Street that is immediately adjacent to the site. He stated that the proposed project is too intense for the area and that there were some problems with the proposed site plan as well as potential alternate uses that could be established on the site in the future.

## 6. Staff Report

Becky Safarik addressed the Commission and advised that staff would be presenting topics for future workshops. Mike Garrott, Planning Manager, thanked the commissioners for completing the survey and prioritizing topics that they would like to discuss. He advised that there might be opportunities for future trainings with the Department of Local Affairs (DOLA) in 2022. There was discussion about using case studies to discuss topics such as site planning, traffic and the impacts of larger developments on the community. Commissioner Briscoe noted the changes with the new development code and observed that it would be helpful to see a case study showing how a project might have been analyzed under the previous code as well as the new code. Ms. Safarik offered that it would also be helpful to bring back the punch list of things under the new code that need attention from the Commission. Chair Yeater noted that another topic might be the city's policy around grass in public spaces and the "Life After Lawn" program.

Mr. Garrott advised that two planners, Caleb Jackson and Kira Stoller, had taken positions with other jurisdictions. He noted their hard work and contributions while working for the City.

## 7. Adjournment

With no further business before the Commission, Chair Yeater adjourned the meeting at 1:55 p.m.

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Justin Yeater, Chair

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Becky Safarik, Secretary

# 2000 16<sup>th</sup> Street Rezone (ZON2021-0008)

**City Council**  
**December 7, 2021**  
**Brittany Hathaway, Planner III**

# Request

- **Rezone from C-L to C-H with a Development Concept Master Plan (DCMP) – Former Code**
  - **Anticipated use is a drive-thru coffee shop**
  - **Rezone with DCMP would allow any drive-thru use**
  - **DCMP limits higher intensity uses (e.g. automotive services, bars, gas stations, etc.)**
    - ***Site plan and subdivision reviewed administratively***
    - ***Conceptual site layout provided***

Item No. 23.

R-L

C-L

# Zoning (Current)

16th St

Proposed CH/DCMP

C-L

2020 2010

1900

C-L

2000

1605

1611

R-L

1610

PUD

2001

20th Avenue Ct

1919

17th St





# Vicinity





# Site Photos



**View from 16<sup>th</sup> Street – Building would be removed**





Item No. 23.



# Site Photos

**Looking from 16<sup>th</sup> Street – additional view of property**



**Looking towards 16<sup>th</sup> Street at NCMC Campus**



# Site Photos

Item No. 23.



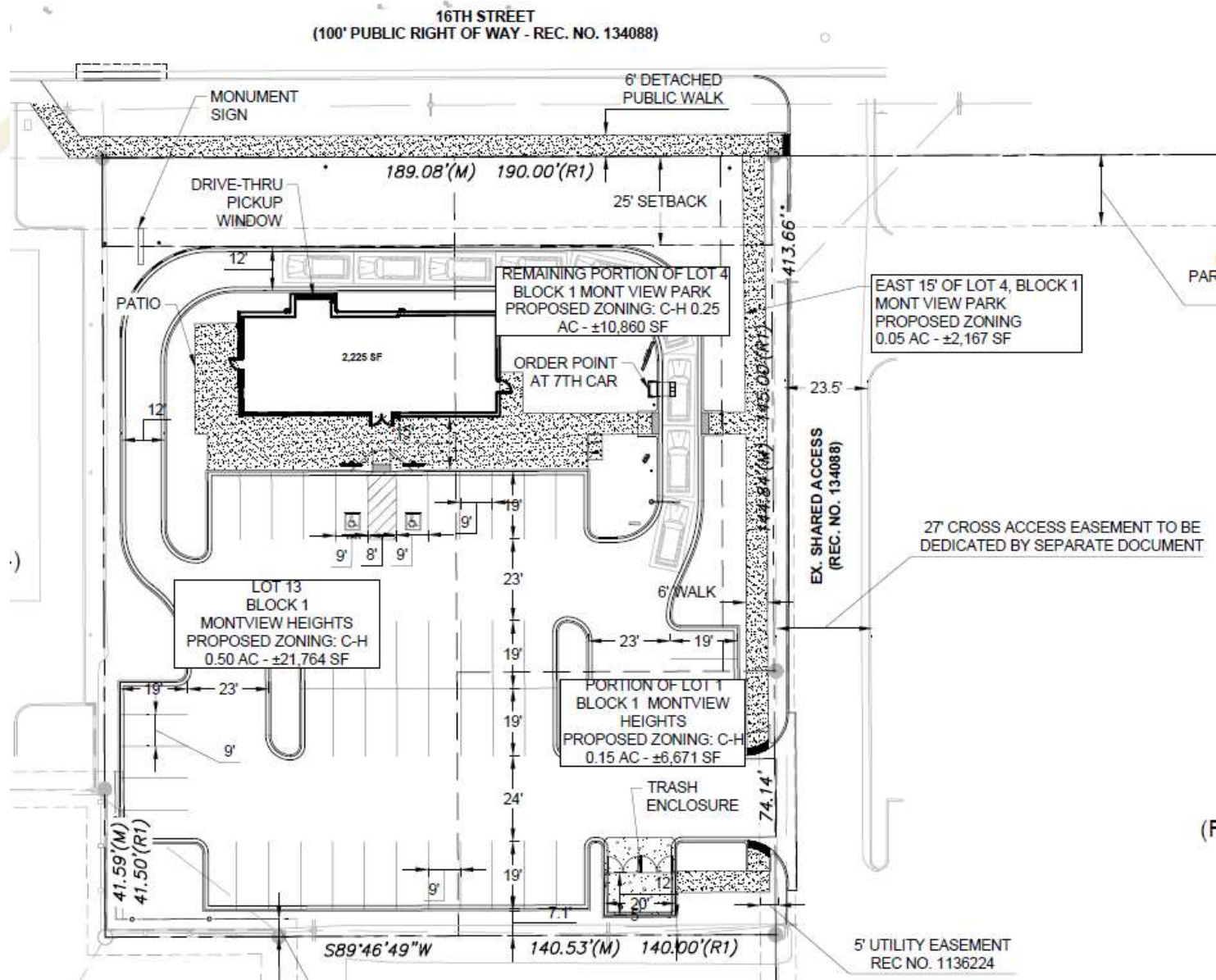
**Parking lot shown is separate parcel-zoned PUD for parking to support neighboring medical uses**

**This southwest corner is the portion adjacent to residential  
-Buffer yard required**





Item No. 23.



# DCMP

## Conceptual Site Plan

### DEVELOPMENT CONCEPT MASTER PLAN

C-H ZONE DISTRICT RESTRICTED USES

Auto repair, sales
Bars, taverns, lounges
Brewpubs
Car and truck wash
Convenience stores with gas sales
Emission testing centers
Exterminating shops
Food and beverage processing facility (minor)
Gas Stations and sales
Kennels
Pawn shops
RV and travel trailer parks
Towing services

All other CH uses allowed e.g.:

- Drive-thru
- Retail
- Restaurant
- Lodging
- Warehouse

(no limit on hours of operation)

# Approval Criteria

- **Section 24-625 applicable to the rezoning of land:**
  - **Zoning in place for over 15 years**
  - **Property has been vacant for 6-7 years**
  - **Subject area identified as “Employment, Industrial and Commercial” on land use guidance map**
  - **Encourages compact form of growth**
  - **Pedestrian and bicycle-oriented – located near employment and within ¼ mi. of residential**
  - **DCMP provided to mitigate potential use conflicts**
- **Comments in opposition:**
  - **Could set a precedent for C-H uses in the immediate vicinity**

# Notice & Feedback

- **Letters sent to property owners within 500 feet**
- **Sign posted on property**
- **Notice in the newspaper**
- **2 citizen comments received**

# Planning Commission Comments

**The Planning Commission heard this item at its regular meeting on October 26, 2021**

- **The Commission had concerns regarding:**
  - **Hours of operations**
  - **Pedestrian access on to and out of the site and crossing along 16<sup>th</sup> Street**
  - **Other possible drive-thru uses**

**The motion put forth to recommend approval failed for lack of a second**

# Council Agenda Summary

December 7, 2021

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

**Title:**

Public hearing and final reading of an Ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2021 and for funds held in reserve for encumbrances at December 31, 2020

**Summary:**

This is the fourth supplemental appropriation ordinance modifying the 2021 budget. This appropriation ensures that existing commitments in progress at 2020 year end can be completed in 2021, designates funds for additional commitments, and appropriates new grants that have been awarded.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$ 15,975,321
What is the annual impact?	\$ 15,975,321
What fund of the City will provide Funding?	See Ordinance
What is the source of revenue within the fund?	Sales & Use Taxes, Grants, Fund Balance, Operating Transfers, Expense Reimbursement, Intergovernmental Agreement, Private Contributions, Property Tax, Expenditure Savings, Insurance Recoveries, Sale of Assets, & Interest Income.
Is there grant funding for this item?	Yes, Item 13,17, 25
If yes, does this grant require a match?	Yes, Item 25
Is this grant onetime or ongoing?	Onetime
Additional Comments:	Total appropriations made by this ordinance are \$ 15,975,321. The following funding sources will be used to cover the appropriations made by this ordinance.

	<b>Source</b>	<b>Total</b>
	Sales & Use Tax Revenues	\$ 10,500,000
	Grants	2,339,467
	Fund Balance	1,545,021
	Intergovernmental Agreement	600,000
	Operating Transfers	264,875
	Private Contributions	215,753
	Property Tax	180,000
	Expense Reimbursement	110,398
	Expenditure Savings	100,000
	Insurance Recoveries	94,257
	Sale of Assets	25,000
	Interest Income	550
	<b>Grand Total</b>	<b>\$ 15,975,321</b>

**Legal Issues:**

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

**Other Issues and Considerations:**

None

**Applicable Council Priority and Goal:**

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

**Decision Options:**

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

**Council's Recommended Action:**

A motion to adopt the ordinance and publish with reference to title only.

**Attachments:**

Draft Ordinance  
Detail Supporting Schedule  
Presentation

**CITY OF GREELEY, COLORADO  
ORDINANCE NO. \_\_\_\_\_, 2021**

**AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL YEAR OF 2021 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT DECEMBER 31, 2020**

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2021 fiscal year, and

WHEREAS, the revenues received in the City of Greeley in 2020, exceeded the amount of revenues estimated in the 2020 Budget by more than the total amount of the expenditures in the same year;

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

Section 1. In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2021 budget and amounts held in fund balance reserves from 2020, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2021:

<b>Fund</b>	<b>Total</b>
100 General	\$ 1,008,820
103 Community Development	300,650
106 Sales And Use Tax	10,500,000
110 Conference Center Development	5,000
111 Downtown Development Authority TIF	391,600
112 NEAHR Grants	628,609
113 Equitable Sharing	103,000
121 Public Safety Fund	25,000
122 Cable Franchise PEG Fund	15,793
123 Cash In Lieu Of Landscaping	1,126
143 Community Memorials	700
301 Public Improvement	331,535
306 Fire Equipment Acquisition/Replacement	20,534
334 Road Development	2,134,856
336 Trails Development	75,792
432 Stormwater Construction	75,792
502 Liability	94,257
511 Equipment Maintenance Operations	180,000
512 Fleet Replacement	82,257
<b>Grand Total</b>	<b>\$ 15,975,321</b>

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

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

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2021.**

**ATTEST:**

**THE CITY OF GREELEY**

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

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





## City of Greeley 2021 Appropriation No. 4 City Council Meetings: November 16th & December 7th

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
<b>100 - GENERAL FUND</b>						
1	Fund Balance	Funding is requested for strategic guidance and support services regarding organizational change and business process improvement regarding the Culture, Parks, and Recreation department. Services involve defining the community needs assessment, creating a community marketing strategy, refining the current marketing position, recruitment of leadership positions, alignment of positions, and work plan prioritization.	72,000	-	72,000	-
2	Expense Reimbursement	Funding is being appropriated for the reimbursement from the City of Evans for a Phase I Environmental Assessment as part of a potential land acquisition project. The subject property resides in a priority conservation area, a high priority for land acquisition and conservation as identified in the 2016 Parks, Trails, and Open Lands Master Plan, the 2018 City Comprehensive Plan, and the 2021 Get Outdoors Greeley Strategic Plan. The City of Evans and City of Greeley are in discussions with Colorado Parks and Wildlife to convey the title of the current Brower State Wildlife Area. As part of the due diligence process for this acquisition by the municipalities, a Phase I environmental assessment was completed. The Natural Areas & Trails operational account paid for the phase I, and this appropriation will reimburse the City of Evans' contribution back to the NAT operations account.	-	2,250	2,250	-
3	Operating Transfer: CASH IN LIEU OF LANDSCAPING / COMMUNITY MEMORIALS OF LANDSCAPING	Funding is being appropriated for reimbursement regarding Share the Shade expenses, Memorial Trees, and donations. Expenditures included memorial trees, jar openers, chip clips & cards for our Share the Shade Program, along with Morning Garden Club's donation of trees for Fire Station #2.	-	2,326	2,326	-
4	Fund Balance	Funding is being appropriated to support the City of Greeley's Recycling Initiative through private public partnership, marketing, and awareness.	12,000	-	12,000	-
5	Private Contributions	Funding is requested for the City of Greeley's drone program operations. There are ongoing costs for data storage, online access to video footage, and parts associated with drone operations. The drones are used on emergency scene to provide safe operating environments for emergency personnel. Funds will be used to continue funding parts and camera capabilities of the drone program. Two grants will be used to support these expenditures. Funding from a recently received grant allows funding to be used on oil and gas sites, and accidents involving these locations (Williams). An additional grant allows funding to be spent on calls that involve their services like gas line breaks, leaks, and accidents involving natural gas (Atmos).	-	2,500	2,500	-
6	Private Contributions	Funding is being appropriated with grants funds received from Atmos to purchase technology resources in the classroom and back-up Emergency Operations Center (EOC) that as part of planned information technology implementations at the City. This includes plug-n-play computer technology, connection, wiring, cameras and monitors.	-	12,000	12,000	-
7	Fund Balance	Funding is requested for recruitment services regarding the Division Chief of Operations position for the Fire Department and the Director for Culture, Parks, & Recreation.	50,000	-	50,000	-
8	Expense Reimbursement	Funds received from participation in the Front Range Fire Consortium are being appropriated to improve response times to emergencies by upgrading the communications systems in the fire stations. Greeley Fire provides equipment, supplies, and personnel as part of the Front Range Fire Consortium Fire Academy. This reimbursement is a result of our enrolled personnel numbers being lower than normal in the last academy compared to what we provided the academy (apparatus, tools, instructors, etc.). The funds will be used to upgrade communications systems in the fire stations to shorten the time a fire crew receives dispatch information for an emergency response.	-	53,759	53,759	-
9	Fund Balance	Funding is requested to support the Fire Department's Operational encumbrances from 2020 that have been or will be paid in 2021: Public Safety Training Facility Required Inspection Repairs [\$38,670], Bunker Gear [\$33,721], Western Hills Fiber Installation [\$25,414], Diesel Exhaust Removal Systems [\$17,478], Replacement hose [\$8,222], Temperature Kiosks [\$3,623], & Calibration Gas [\$225].	127,353	-	127,353	-
10	Expense Reimbursement	The Greeley Fire Department deployed fire personnel as part of Colorado Task Force 1 Urban Search & Rescue team to assist with operations during and after Hurricane Ida. These funds are being appropriated for directly related overtime costs associated with the deployment of fire personnel including necessary coverage during their deployed.	-	25,963	25,963	-
11	Private Contributions	Funding is requested to update gas detectors, foam operations equipment, and thermal imaging technology for all-hazard response. This request is to appropriate grant funds, which have been received from PDC Energy designated for use on oil and gas response.	-	16,000	16,000	-

Fund	Item No. 24.	Description	Fund Balance	Revenue	Expenditures	Net Impact
12A	Private Contributions	The Greeley Fire Department deployed wild land fire resources and personnel to incidents in Minnesota and Montana resulting in direct overtime costs associated with the deployment of fire personnel and backfill coverage when they were deployed. There are associated travel, fuel, equipment & hose replacement, repairs, and maintenance costs from this deployment. This request will appropriate the reimbursements received to offset the associated deployment costs.	-	164,019	164,019	-
13.A	Grant	The Greeley Police Department has been awarded funding from the Colorado Department of Transportation (CDOT) for our Data-Driven Approach to Crime and Traffic Safety (DDACTS) project. As part of this appropriation funding is being requested to cover associated overtime expenditures related to this grant.	-	80,000	80,000	-
13.B	Grant	The Weld County Drug Task Force (WCDTF) has received funds from the High Intensity Drug Trafficking Award (HIDTA), these funds are to be used for related expenditures associated with investigations personnel, overtime, building, and vehicle leases in conjunction with our drug task force.	-	104,000	104,000	-
13.C	Grant	The Greeley Police Department Gang Unit received funds from the Colorado Division of Criminal Justice as part of the Project Safe Neighborhoods (PSN) Grant that is requested for appropriation to support expenditures related to the Gang investigator's overtime.	-	16,000	16,000	-
13.D	Grant	The Greeley Police Department was awarded funds for the Justice Assistance COVID Grant (JAG), which will pay for Personal Protective Equipment (PPE), cleaning supplies, sanitizer, and items related to the safety of our first responders to the COVID pandemic.	-	87,000	87,000	-
13.E	Grant	Grant funds received as part of the High Visibility Enforcement [HVE] Grant & Click it Or Ticket [CIOT] Grant awarded by the Colorado Department of Transportation (CDOT) are being appropriated for related Police Department overtime costs.	-	22,500	22,500	-
13.F	Grant	The Greeley Police Department was awarded funding by the Department of Local Affairs as part of the Gray & Black Marijuana Enforcement grant. These funds are requested for help offset overtime costs within the support services division.	-	18,000	18,000	-
13.G	Operating Transfer: LIABILITY	Funding from expected insurance recoveries is being appropriated to cover police cruisers that were damaged in an accident. These reimbursements will cover the associated repair costs.	-	30,000	30,000	-
13.H	Sale of Assets	Funding is being appropriated from evidence auction sales to support expenditures within the Police Department's Evidence division.	-	25,000	25,000	-
13.I	Expense Reimbursement	Reimbursement funding received through registration fees associated with the Special Weapons & Tactics [SWAT] School Hosted Training related to sniper and basic training school is being appropriated to cover the associated materials.	-	1,800	1,800	-
13.J	Expense Reimbursement	The Greeley Police Department has been awarded funding from the Colorado State Patrol (CSP) for auto theft prevention, these funds are being appropriated to support overtime costs.	-	25,000	25,000	-
13.K	Grant	The Greeley Police Department was awarded funds from the Internet Crimes Against Children [ICAC] Grant, these funds are being appropriated for related expenditures as part of the Police Investigations unit.	-	4,350	4,350	-
13.L	Grant	Funds received from Victims of Crime Act (VOCA) Grant are requested for the payment of a full-time and two part-time employees, equipment and supplies for our coordinators and our volunteers.	-	50,000	50,000	-
<b>100 - GENERAL FUND</b>			<b>261,353</b>	<b>742,467</b>	<b>1,003,820</b>	<b>-</b>
<b>103 - HUD GRANTS FUND</b>						
14	Fund Balance	This request ensures that the Economic Development fund has sufficient funds appropriated to cover all 2021 expenditures. Additionally, funding from 2020 will be reappropriated including grant funding and program income associated with Community Development Block Grant projects.	300,650	-	300,650	-
<b>103 - HUD GRANTS FUND</b>			<b>300,650</b>	<b>-</b>	<b>300,650</b>	<b>-</b>
<b>106 - SALES AND USE TAX FUND</b>						
15	Sales & Use Tax Revenues	Growth rates from sales and use tax collections have exceeded the original budget. For accounting and appropriation requirements, estimated additional sales & use tax revenues are appropriated for 2021.	-	10,500,000	10,500,000	-
<b>106 - SALES AND USE TAX FUND</b>			<b>-</b>	<b>10,500,000</b>	<b>10,500,000</b>	<b>-</b>

Fund	Item No. 24.	Description	Fund Balance	Revenue	Expenditures	Net Impact
<b>111 - DDA TIF FUND</b>						
16	Fund Balance / Property Tax / Interest Income / Operating Transfer: CONFERENCE CENTER DEVELOPMENT FUND	Grant funds are being distributed for the Community Development Block Grant along with income derived from these programs as included in the Downtown Development Authority (DDA) and Tax increment financing (TIF) Fund.	211,050	180,550	391,600	-
111 - DDA TIF FUND			211,050	180,550	391,600	-
<b>112 - NEAHR GRANTS FUND</b>						
17	Grant	This request will ensure that the City of Greeley (COG) accurately reports all grant revenues and expenditures to the State of Colorado. As the Fiscal Agent, the COG needs to rebudget the unspent 2018/2019/2020 Northeast Colorado All-Hazards Region Grant funds. This request is to rebudget unspent 2018/2019/2020 Northeast Colorado All-Hazards Region grant funds. Some of the expenditures came in below the estimated budget and therefore allow those remaining dollars to be allocated to projects that would have otherwise been postponed to future years. Due to timing issues, not all of the project funds can be expended in one year and will therefore span multiple years. The funding is derived from Federal funds passed through the State of Colorado to the City of Greeley. This Northeast Colorado All-Hazards Region grant is a reimbursement grant. No reimbursements are made to the City of Greeley until the funds are spent on the individual projects and a Request for Reimbursement is submitted to the State of Colorado.	-	628,609	628,609	-
112 - NEAHR GRANTS FUND			-	628,609	628,609	-
<b>113 - EQUITABLE SHARING FUND</b>						
18	Fund Balance	Funding is being appropriated for expenditures within the Equitable Sharing Fund, including the purchase of K9s, travel, and training.	20,000	-	20,000	-
113 - EQUITABLE SHARING FUND			20,000	-	20,000	-
<b>121 - PUBLIC SAFETY .16%</b>						
19	Fund Balance	The Public Safety Fund's allocation of audit fees.	25,000	-	25,000	-
121 - PUBLIC SAFETY .16%			25,000	-	25,000	-
<b>122 - CABLE FRANCHISE PEG FUNDS</b>						
20	Fund Balance	Weld School District 6, as a Designated Access provider, filed an application with the City requesting Public, Educational, and Government Access (PEG) Grant funds to purchase and install specialized equipment necessary to produce local content associated with the educational programming consistent with the expectations of the City's cable franchise agreement. Local content has been identified with the application as features, district promotional videos, and educational updates for Channel 16 supported by the installation and purchase of new equipment through the appropriation of applicable cable franchise fees.	8,793	-	8,793	-
21	Fund Balance	Public, Educational, and Government Access (PEG) funds are designated for capital costs related to PEG access and web-based on-demand programming. These funds are being appropriated to purchase and install specialized equipment necessary to produce and provide access to local content created by the city's GTV8 studio and staff.	7,000	-	7,000	-
122 - CABLE FRANCHISE PEG FUNDS			15,793	-	15,793	-
<b>301 - PUBLIC IMPROVEMENT</b>						
22	Expenditure Savings	The School District and the City swapped land that would allow for the relocation of 3.5 golf holes to a more attractive location. In exchange, the City would provide an equal amount of land along 71st Street to the School District for improved site access to a new K-8 school planned for the property. Recent weather impacts from heavy rain and severe storms have delayed construction of the golf holes, seeding, installing the wet well, the non-potable (NP) pump station, constructing the NP ponds and lining the NP ponds. This has caused increased project components costs for utilizing scrapers, increasing the underdrain length, and potentially having to install dewatering well points and dewatering the ponds. The project team is requesting funds for the design of the non-potable outlet and storm line that must be upsized from 8" to 12" to meet State stormwater requirements for handling flows in the 100-year storm events. These funds were planned in the 2022 budget, but due to the current need, the project team is requesting the funds for design be moved up into 2021. The construction will begin in 2022 as originally budgeted.	-	100,000	100,000	-

Fund	Item No. 24.	Description	Fund Balance	Revenue	Expenditures	Net Impact
23	Fund Balance	Funding is being appropriated for the 10th St Access Control Project Phase 2 which is funded by the Colorado Department of Transportation (CDOT) allowing improved access onto 10th Street and improved pedestrian safety. Additional funding is needed for retainage, landscaping and professional services to complete the project that was not allocated as part of the 2021 Budget.	231,535	-	231,535	-
<b>301 - PUBLIC IMPROVEMENT</b>			231,535	100,000	331,535	-
<b>306 - FIRE EQUIPMENT ACQUISITION/REPLACEMENT</b>						
12B	Private Contributions	The Greeley Fire Department deployed wild land fire resources and personnel to incidents in Minnesota and Montana. This request will appropriate a portion of the reimbursements received to support the purchase of Fire vehicles and equipment.	-	20,534	20,534	-
<b>306 - FIRE EQUIPMENT ACQUISITION/REPLACEMENT</b>			-	20,534	20,534	-
<b>334 - ROAD DEVELOPMENT</b>						
24	Intergovernmental Agreement	The intersection of 37th Street and Two Rivers Parkway has seen additional growth in traffic over the past several years and is now in need of a traffic signal due to a high number of crashes and poor visibility due to terrain and structures. The intersection currently operates with high delays on the north and south approaches. This project will add a traffic signal at 37th Street and Two Rivers Parkway. The intersection and approaches will be widened by adding turn lanes. Existing pavements will be overlaid. Nearby development and existing traffic warrant the installation of a traffic signal at this arterial street intersection. The project is located in Greeley, Evans, and unincorporated Weld County. Completion of the project will provide interim traffic control. Ultimate arterial street improvements are not being designed at this time. Project is part of an Intergovernmental Agreement with The city of Evans. They will split the cost of the project 50/50. The total agreement is for \$1.2 million dollars. This appropriation is to appropriate the 50% that is allocated to The City of Evans.	-	600,000	600,000	-
25	Grant	Grant funding from the Colorado Department of Transportation (CDOT) is being appropriated, in addition to the current City and County funding, for O Street & 59th Ave Intersection project. This project will help improve traffic flow and improve safety as an identified Capital Improvement Plan (CIP) Management project and 2035 Transportation Masterplan project.	-	1,329,008	1,329,008	-
26	Fund Balance	Funding is being appropriated for a traffic signal at the 71st Avenue and 8th Street intersection to accommodate traffic from City Center West and Tointon Academy. Without a traffic signal, this intersection would become a safety concern as development continues in this area. The enrollment at Tointon Academy is expected to be just over 1,000 students. School District 6 has agreed to design, build, and pay for half of the cost of the signal as part of the Tointon Academy land use case. The detailed cost estimate for these improvements provided by the traffic engineer (Fox Tuttle Transportation Group) estimates the cost of improvements at \$411,696. This estimate was also reviewed by the City Traffic Engineer. The City has agreed to pay for half of the signal installation, or \$205,848. As agreed upon with Greeley School District 6, the City of Greeley will share the costs of construction of a new traffic signal at 71st Avenue and 8th Street in advance of the new Tointon Academy School opening.	205,848	-	205,848	-
<b>334 - ROAD DEVELOPMENT</b>			205,848	1,929,008	2,134,856	-
<b>336 - TRAILS DEVELOPMENT</b>						
27	Operating Transfer: STORMWATER CONSTRUCTION	Funding is requested to support construction of the Greeley #3 Canal Trail (aka Broadview Acres Trail) south of 4th St. to Madison Elementary School. This trail segment was identified in the 2016 Parks, Trails, and Open Lands Master Plan as a priority section to complete providing trail connectivity between neighborhoods and facilities. This project involves moving utility lines, poles, and guide wires to accommodate trail improvements including infrastructure for pedestrian crossing beacons on 4th Street. This work was not originally anticipated for the trail construction project until unforeseen issues with the original location for the infrastructure. The additional funds will supplement the existing budget for trail construction which is expected to be completed in 2021. A refund received from Xcel for a project that the City did not pursue will support the requested expenditures.	-	75,792	75,792	-
<b>336 - TRAILS DEVELOPMENT</b>			-	75,792	75,792	-
<b>511 - EQUIPMENT MAINTENANCE OPERATIONS</b>						
28	Fund Balance	Fund balance from the Equipment Maintenance Operations Fund is being appropriated for the increased fleet fuel cost in 2021 which exceeded budgeted expectations.	180,000	-	180,000	-
<b>511 - EQUIPMENT MAINTENANCE OPERATIONS</b>			180,000	-	180,000	-

Fund	Item No. 24.	Description	Fund Balance	Revenue	Expenditures	Net Impact
<b>512 - FLEET REPLACEMENT</b>						
29		Operating Transfer: Funds available within the Equitable Sharing Fund was used to purchase a police vehicle. EQUITABLE SHARING FUND	-	18,000	18,000	-
30		Operating Transfer: Funding is being appropriated from the Liability fund for the replacement of vehicles that were total loss in non-city fault accidents with reimbursement provided through insurance recoveries. Funding appropriated includes the insurance recoveries received on three City vehicles. LIABILITY	-	64,257	64,257	-
<b>512 - FLEET REPLACEMENT</b>			-	82,257	82,257	-
<b>TOTAL (Less Additional Operating Expenditures Between Funds)</b>			<b>1,451,229</b>	<b>14,259,217</b>	<b>15,710,446</b>	<b>-</b>
<b>OPERATING TRANSFERS</b>						
3	Expense Reimbursement	Share the Shade, Memorial Trees, & Donations Operating Transfer of Expense Reimbursement [\$1,126] CASH IN LIEU OF LANDSCAPING to GENERAL FUND Operating Transfer of Private Contributions [\$700] COMMUNITY MEMORIALS OF LANDSCAPING to GENERAL FUND	-	1,826	1,826	-
13.G	Insurance Recoveries	Police Cruisers Accident Repair Operating Transfer of Insurance Recoveries LIABILITY to GENERAL FUND	-	30,000	30,000	-
13.M	Operating Transfer	Police Camera Upgrade: Replenish the General Fund for a camera upgrade purchased with Equitable Sharing Funds. EQUITABLE SHARING FUND to GENERAL FUND	-	5,000	5,000	-
15	Sales & Use Tax Revenues	Sales & Use Tax Operating Transfer of Sales & Use Tax Revenues SALES AND USE TAX FUND to GENERAL FUND [\$9,104,046] SALES AND USE TAX FUND to QUALITY OF LIFE [\$910,405] SALES AND USE TAX FUND to PUBLIC SAFETY [\$485,549]	-	10,500,000	-	10,500,000
16	DDA Property Taxes	Downtown Development Authority (DDA) Tax increment financing (TIF) Operating Transfer DDA TIF FUND TO CONFERENCE CENTER DEVELOPMENT FUND	-	5,000	5,000	-
18	Operating Transfer	Police Ammo: Replenish the Equitable Sharing Fund for ammo purchased with in the General Fund. GENERAL FUND to EQUITABLE SHARING FUND	-	65,000	65,000	-
27	Fund Balance	#3 Canal Trail Construction Operating Transfer of Fund Balance STORMWATER CONSTRUCTION to TRAILS DEVELOPMENT	75,792	-	75,792	-
29	Fund Balance	Police Vehicle Operating Transfer of Fund Balance EQUITABLE SHARING FUND to FLEET REPLACEMENT	18,000	-	18,000	-
30	Insurance Recoveries	Accident Vehicle Replacement Operating Transfer of Insurance Recoveries LIABILITY to FLEET REPLACEMENT	-	64,257	64,257	-
<b>TOTAL ADDITIONAL OPERATING EXPENDITURES BETWEEN FUNDS</b>			<b>93,792</b>	<b>10,671,083</b>	<b>264,875</b>	<b>10,500,000</b>
<b>GRAND TOTAL</b>			<b>1,545,021</b>	<b>24,930,300</b>	<b>15,975,321</b>	<b>10,500,000</b>

**City Council Meetings**  
**November 16th & December 7th**

**2021**  
**4<sup>th</sup> Additional**  
**Appropriation**



# Fourth Appropriation - 2021

- Allocation of Revenues and Expenditures
- Ensures Completion of Projects & Commitments
- Records Grants & Received Revenues
- Total Appropriated Amount: \$15,975,321



# Comprehensive Plan Categories

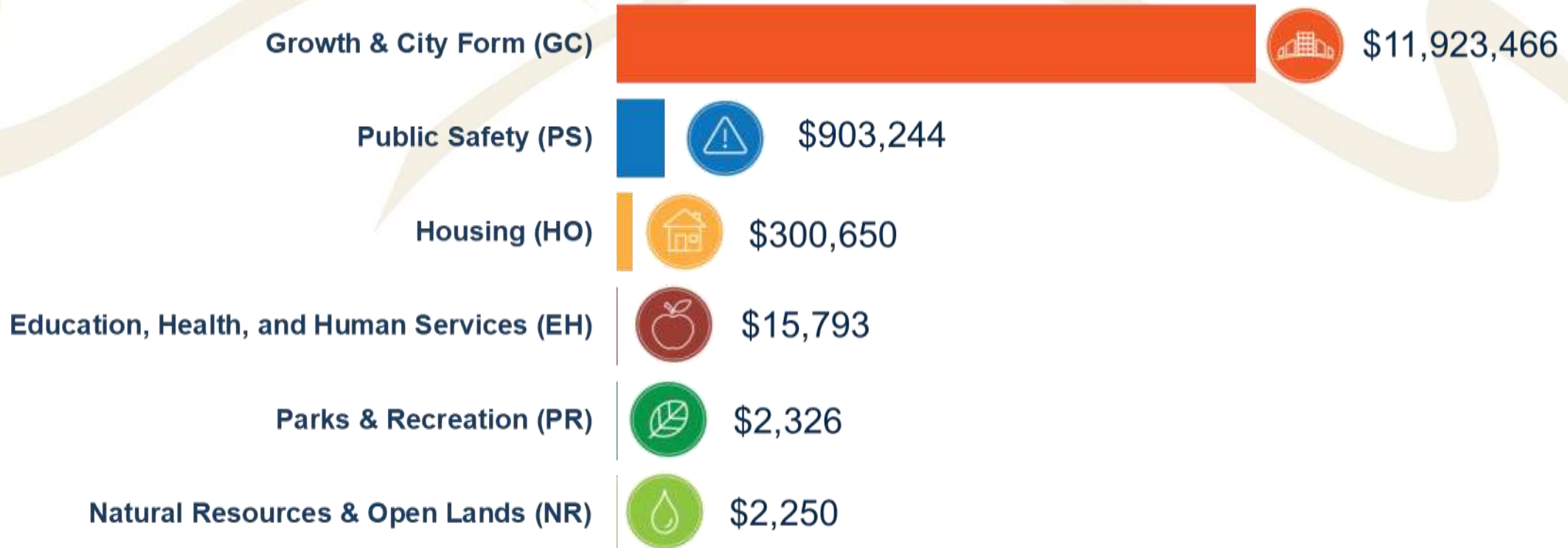
- **Economic Health & Diversification (ED)**
- **Education, Health, and Human Services (EH)**
- **Growth & City Form (GC)**
- **Historic & Cultural Resources (HC)**
- **Housing (HO)**
- **Infrastructure (IN)**
- **Natural Resources & Open Lands (NR)**
- **Parks & Recreation (PR)**
- **Public Safety (PS)**
- **Transportation & Mobility (TM)**





# Comprehensive Plan Allocation

OPERATING



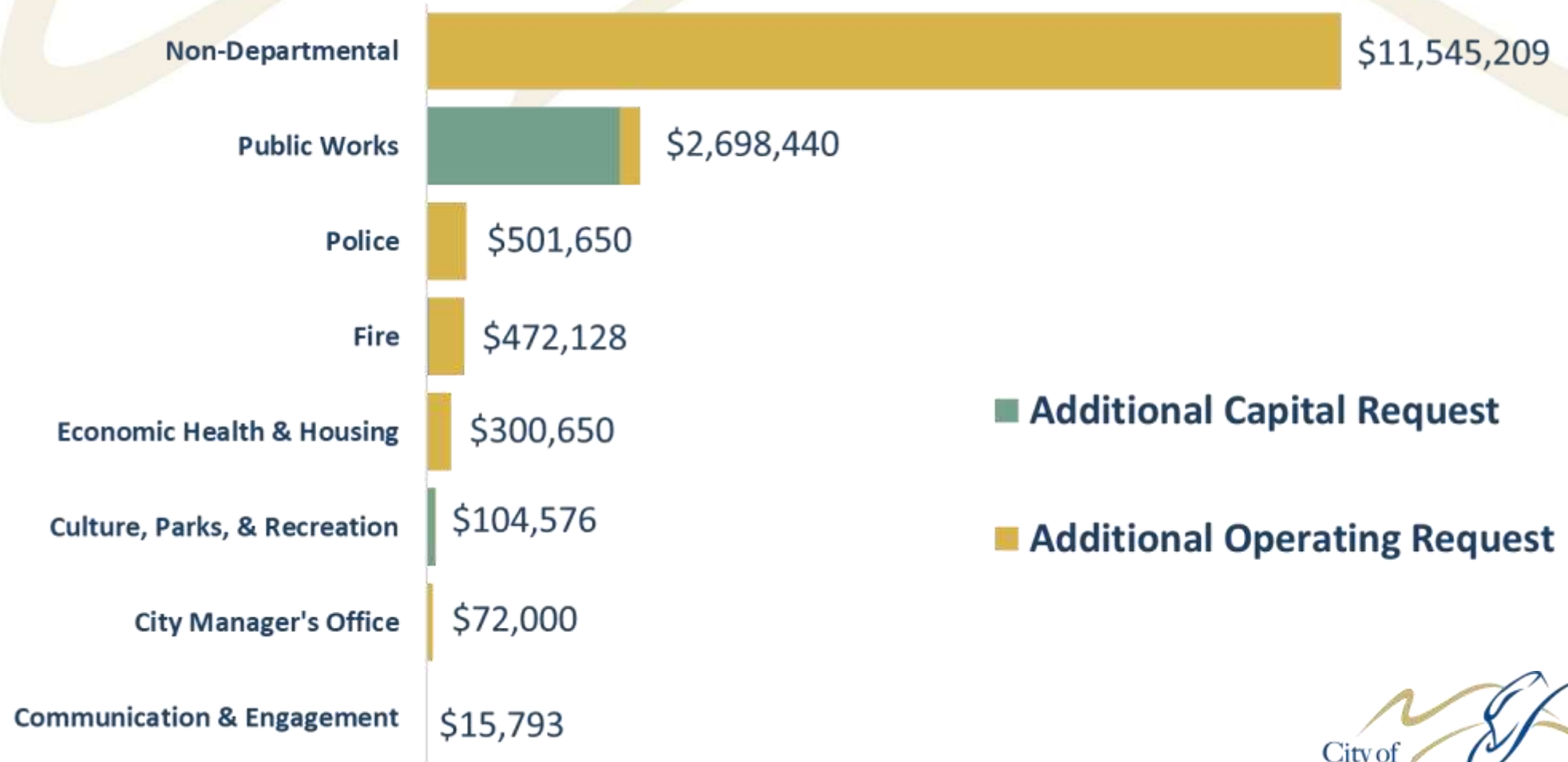
CAPITAL



Excludes Transfers

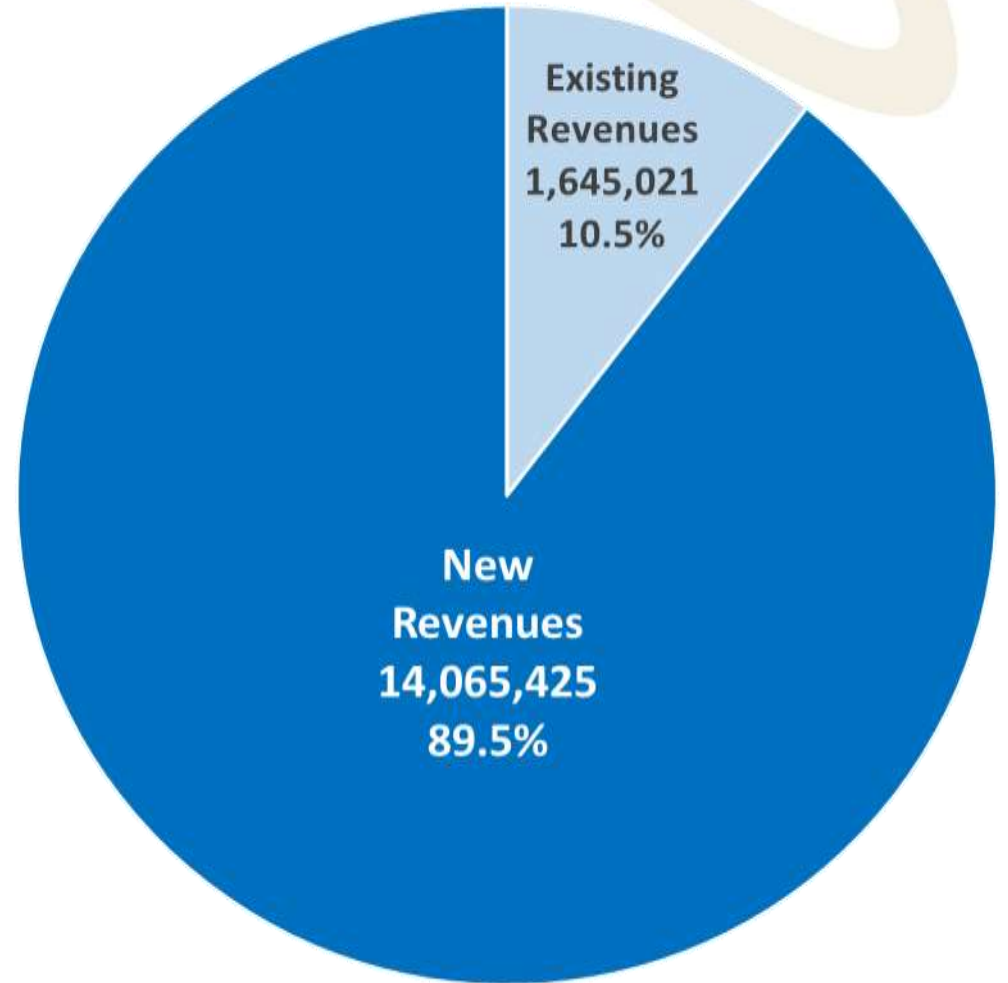


# Department Allocation






# Funding Source

Funding Source		Amount
Fund Balance	\$ 1,545,021	
Expenditure Savings	100,000	
<b>Total Existing Revenues</b>		<b>1,645,021</b>
Sales & Use Tax Revenues	10,500,000	
Grants	2,339,467	
Intergovernmental Agreement	600,000	
Private Contributions	215,753	
Property Tax	180,000	
Expense Reimbursement	110,398	
Insurance Recoveries	94,257	
Sale of Assets	25,000	
Interest Income	550	
<b>Total New Revenues</b>		<b>14,065,425</b>
<b>Total</b>		<b>15,710,446</b>
Operating Transfers		264,875
<b>Grand Total</b>		<b>15,975,321</b>




# Non-Departmental Highlights


Additional Operating Request(s)		Amount
[Fund   Funding Source]		
	<b>Sales &amp; Use Tax</b> [106 - SALES AND USE TAX FUND   Sales & Use Tax Revenues]	<b>10,500,000</b>
	<b>Northeast Colorado All Hazards Region [NEAHR]</b> [112 - NEAHR GRANTS FUND   Grant]	<b>628,609</b>
	<b>Downtown Development Authority (DDA) Tax increment financing (TIF) Income]</b>	<b>391,600</b>

Excludes Transfers



# Culture, Parks, & Recreation Highlights


Additional Operating Request(s)		Amount
[Fund   Funding Source]		
	<b>Executive Search</b> [ 100 - GENERAL FUND   Fund Balance]	<b>25,000</b>




Additional Capital Request(s)		Amount
[Fund   Funding Source]		
	<b>Boomerang Golf Course Water Efficiency</b> [ 301 - PUBLICIMPROVEMENT   Expenditure Savings]	<b>100,000</b>

Excludes Transfers





# Public Works Highlights

Additional Operating Request(s)		Amount
[Fund   Funding Source]		
	<b>Fleet Fuel</b> [511 - EQUIPMENT MAINTENANCE OPERATIONS   Fund Balance]	<b>180,000</b>

Additional Capital Request(s)		Amount
[Fund   Funding Source]		
	<b>O Street &amp; 59th Avenue Intersection</b> [334 - ROAD DEVELOPMENT   Grant]	<b>1,329,008</b>
	<b>37th Street &amp; Two Rivers Parkway: Traffic Signal &amp; Widening</b> [334 - ROAD DEVELOPMENT   Intergovernmental Agreement]	<b>600,000</b>
	<b>#3 Canal Trail Construction</b> [336 - TRAILS DEVELOPMENT   Fund Balance]	<b>75,792</b>





# Police Highlights


Additional Operating Request(s)		Amount
[Fund   Funding Source]		
 <b>Drug Task Force Expenditures</b>		<b>104,000</b>
[100 - GENERAL FUND   Grant]		
 <b>Pandemic Police Department Equipment &amp; Supplies</b>		<b>87,000</b>
[100 - GENERAL FUND   Grant]		

Excludes Transfers



# Fire Highlights

Additional Operating Request(s)		Amount
[Fund   Funding Source]		
 <b>Wild Land Deployment Expenditures [A]</b> [ 100 - GENERAL FUND   Private Contributions]		164,019
 <b>Hurricane Ida Personnel Expenditures</b> [ 100 - GENERAL FUND   Expense Reimbursement]		25,963

Additional Capital Request(s)		Amount
[Fund   Funding Source]		
 <b>Wild Land Deployment Expenditures [B]</b> [ 306 - FIRE EQUIPMENT ACQUISITION/REPLACEMENT   Private Contributions]		20,534

Excludes Transfers







Item No. 24.



# Questions



# Council Agenda Summary

December 7, 2021

**Key Staff:**

Paul J. Fetherston, Deputy City Manager for Enterprise Resources

Kathleen Hix, Interim Human Resources Director

**Title:**

Public hearing and second reading of an Ordinance authorizing a Fiscal Year 2021 salary increase for the Municipal Judge

**Summary:**

In January 2021, the City Council took action to approve a retroactive salary adjustment for City Council appointed employees (City Manager, City Attorney and Municipal Judge) associated with Fiscal Year 2020 performance reviews and market analysis. The action had been delayed until that time at the request of the incumbents at the time due to uncertainties in Fiscal Year 2020 relative to the COVID-19 pandemic.

Based on the uncertainty pertaining to the economic and financial impacts of the COVID-19 pandemic remaining during the Fiscal 2021 budget adoption process, the budget was adopted without an appropriation for merit increases for non-union employees. Following the negotiation of collective bargaining agreements with the Police and Fire Unions, respectively, in the summer of 2021, the Interim City Manager sought City Council approval for a supplemental appropriation to support a two percent general wage increase for non-union employees in September 2021. In accordance with that appropriation, the general wage increases for non-union City employees were processed in early November. Eligible employees received a lump sum for the general wage increase retroactive to March 2021, with base salaries adjusted to the new rate prospectively.

Since performance reviews and corresponding compensation adjustments for the City Manager must be processed by the City Council through an ordinance, the City Council has indicated its desire to make similar Fiscal Year 2021 retroactive general wage adjustments provided to non-union employees to the City Council appointed employees (City Attorney and Municipal Judge – no adjustment is required for the City Manager position at this time because it is filled on an interim basis).

The action presented for Council consideration is to authorize a Fiscal Year 2021 general wage increase of two-percent to for the Municipal Judge retroactive to March 2021 as outlined below. In accordance with City of Greeley Charter §3-15, any action by the City Council to adjust compensation (including salary and benefits) must be done by ordinance.

Municipal Judge Current Salary (adjusted for Fiscal Year 2020)	160,950
Value of 2% General Wage Increase for Municipal Judge	3,219.00
Fiscal Year 2021 Municipal Judge salary following adjustment	164,169

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	N/A
What is the annual impact?	\$3,219.00
What fund of the City will provide Funding?	General
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**Legal Issues:**

None anticipated.

**Other Issues and Considerations:**

None.

**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 adopt the ordinance and publish with reference to title only.

**Attachments:**

Draft Ordinance  
Presentation

**CITY OF GREELEY, COLORADO  
ORDINANCE NO.\_\_\_\_, 2021**

**AN ORDINANCE AUTHORIZING A SALARY INCREASE AND CHANGES TO CERTAIN BENEFITS  
FOR THE MUNICIPAL JUDGE**

WHEREAS, Section 3-15 of the Greeley City Charter requires the fixing of compensation to be by ordinance, and salary and benefits are a part of the Municipal Judge's compensation package; and

WHEREAS, due to the continued uncertainty of the economic and financial impacts of the Fiscal Year 2021 budget process, the budget was adopted without any appropriation for any market or merit salary adjustments for non-union employees including the Municipal Judge; and

WHEREAS, following the completion of collective bargaining agreements in the summer of 2021 and a review of economic and financial conditions, in September 2021 the City Council approved an appropriation for a general wage increase of two-percent for all non-union employees retroactive to March 2021; and

WHEREAS, the City Council feels that it is appropriate to now consider a similar general wage increase of two percent for the Municipal Judge.

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

Section 1. The Municipal Judge's salary is increased by two percent (2.0%) to \$164,169.

Section 2. The above referenced ordinance shall be effective upon passage and shall be retroactive to March, 2021.

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_ DAY OF DECEMBER, 2021**

**ATTEST:**

**THE CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

Public Hearing and Second Reading  
Ordinance Authorizing FY 2021  
Salary Increase for  
Municipal Judge  
and  
City Attorney



# City Charter §3-15

- **Requires that the City Council fix compensation by ordinance**
- **City Council directly appoints and sets compensation for:**
  - City Manager (Article IV)
  - City Attorney (Article VI)
  - Municipal Judge (Article VII)

# Proposed Wage Increases

	City Manager	City Attorney	Municipal Judge
<b>Current Salary</b>	<b>N/A</b>	<b>219,525</b>	<b>160,950</b>
<b>2% GWI Value</b>	<b>N/A</b>	<b>4,390.50</b>	<b>3,219</b>
<b>FY 2021 Salary following adjustment</b>	<b>N/A</b>	<b>223,915.50</b>	<b>164,169</b>



### City Council Employee Performance Related Salary Adjustments

	Non-Union Staff	City Council Employees
2019-2020 Merit Increase (March 2019-February 2020)	Processed and effective March 1, 2020	Deferred due to COVID; approved retroactively on January 19, 2021
2020-2021 Merit Increase (March 2020-February 2021)	2% General Wage Increase; processed November 2021, retro to March 2021	Requires Council Action by Ordinance – schedule for November 16 and December 7 (retro to March 2021)
2021-2022 Merit Increase (March 2021-February 2022)	In process	Process between December and March





### City Council Employee Performance Review Process

<b>Component</b>	<b>Timing</b>
<b>Self-evaluation/ 360 process</b>	<b>December</b>
<b>City Council Review of Information and Development of Review</b>	<b>January</b>
<b>Meeting to discuss review with appointees</b>	<b>February</b>
<b>Ordinance Process to implement any performance related compensation changes</b>	<b>February/ March</b>





# Council Agenda Summary

December 7, 2021

**Key Staff:**

Paul J. Fetherston, Deputy City Manager for Enterprise Resources

Kathleen Hix, Interim Human Resources Director

**Title:**

Public hearing and second reading of an Ordinance authorizing a Fiscal Year 2021 salary increase for the City Attorney

**Summary:**

In January 2021, the City Council took action to approve a retroactive salary adjustment for City Council appointed employees (City Manager, City Attorney and Municipal Judge) associated with Fiscal Year 2020 performance reviews and market analysis. The action had been delayed until that time at the request of the incumbents at the time due to uncertainties in Fiscal Year 2020 relative to the COVID-19 pandemic.

Based on the uncertainty pertaining to the economic and financial impacts of the COVID-19 pandemic remaining during the Fiscal 2021 budget adoption process, the budget was adopted without an appropriation for merit increases for non-union employees. Following the negotiation of collective bargaining agreements with the Police and Fire Unions, respectively, in the summer of 2021, the Interim City Manager sought City Council approval for a supplemental appropriation to support a two percent general wage increase for non-union employees in September 2021. In accordance with that appropriation, the general wage increases for non-union City employees were processed in early November. Eligible employees received a lump sum for the general wage increase retroactive to March 2021, with base salaries adjusted to the new rate prospectively.

Since performance reviews and corresponding compensation adjustments for the City Manager must be processed by the City Council through an ordinance, the City Council has indicated its desire to make similar Fiscal Year 2021 retroactive general wage adjustments provided to non-union employees to the City Council appointed employees (City Attorney and Municipal Judge – no adjustment is required for the City Manager position at this time because it is filled on an interim basis).

The action presented for Council consideration is to authorize a Fiscal Year 2021 general wage increase of two-percent to for the City Attorney retroactive to March 2021 as outlined below. In accordance with City of Greeley Charter §3-15, any action by the City Council to adjust compensation (including salary and benefits) must be done by ordinance.

City Attorney Current Salary (adjusted for Fiscal Year 2020)	219,525
Value of 2% General Wage Increase for City Attorney	4,390.50
Fiscal Year 2021 City Attorney salary following adjustment	223,915.50

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	N/A
What is the annual impact?	\$4,390.50
What fund of the City will provide Funding?	General
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**Legal Issues:**

None anticipated.

**Other Issues and Considerations:**

None.

**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 adopt the ordinance and publish with reference to title only.

**Attachments:**

Draft Ordinance

**CITY OF GREELEY, COLORADO  
ORDINANCE NO. \_\_\_ 2021**

**AN ORDINANCE AUTHORIZING A SALARY INCREASE AND CHANGES TO CERTAIN BENEFITS  
FOR THE CITY ATTORNEY**

WHEREAS, Section 3-15 of the Greeley City Charter requires the fixing of compensation to be by ordinance, and salary and benefits are a part of the City Attorney's compensation package; and

WHEREAS, due to the continued uncertainty of the economic and financial impacts of the Fiscal Year 2021 budget process, the budget was adopted without any appropriation for any market or merit salary adjustments for non-union employees including the City Attorney; and

WHEREAS, following the completion of collective bargaining agreements in the summer of 2021 and a review of economic and financial conditions, in September 2021 the City Council approved an appropriation for a general wage increase of two-percent for all non-union employees retroactive to March 2021; and

WHEREAS, the City Council feels that it is appropriate to now consider a similar general wage increase of two percent for the City Attorney.

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

Section 1. The City Attorney's salary is increased by two percent (2.0%) to \$223,916.

Section 2. The above referenced ordinance shall be effective upon passage and shall be retroactive to March, 2021.

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2021**

**ATTEST:**

**THE CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

# Council Agenda Summary

December 7, 2021

Key Staff Contact: Anissa Hollingshead, City Clerk 970-350-9742

**Title:**

Consideration of a Resolution of the Greeley City Council ratifying the Appointment of certain nominees to the Board of Trustees of the High Plains Library District

**Summary:**

The High Plains Library District Board of Trustees is comprised of seven trustee seats, one of which is currently open for appointment. The Trustee Selection Committee met on to interview candidates, and upon voting, is recommending the following individual for appointment to the High Plains Library District Board of Trustees:

REGION 6: Joyce Smock, representing Briggsdale, Galeton, Grover, Kersey, New Raymer, and Stoneham for a four year term, 2022-2025.

**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:**

Ratification of the appointment of each trustee requires a two-thirds vote of the Greeley City Council and of every other "establishing body" of the High Plains Library District. Failure of any "establishing body" to take action on the ratification of an appointment within 60 days of the recommendation of the Trustee Selection Committee is considered a ratification of that appointment.

**Other Issues and Considerations:**

None.

**Applicable Council Priority and Goal:**

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

**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:**

Draft Resolution

**CITY OF GREELEY, COLORADO  
RESOLUTION \_\_\_\_\_, 2021**

**A RESOLUTION RATIFYING THE APPOINTMENT OF CERTAIN NOMINEES TO THE  
BOARD OF TRUSTEES OF THE HIGH PLAINS LIBRARY DISTRICT**

WHEREAS, the Board of Trustees of the City of Greeley, Colorado, pursuant to Colorado State Statutes governing statutory Towns and the Ordinances of the City of Greeley, is vested with the authority of administering the affairs of the City of Greeley, Colorado, and

WHEREAS, the High Plains Library District ("HPLD") has been created by action of eight 'Establishing Bodies', namely, the Town of Ault, the Town of Eaton, the City of Evans, the City of Fort Lupton, the City of Greeley, the Town of Hudson, the RE-8 School District Board of Education, the Weld County Board of County Commissioners, all of the State of Colorado, and

WHEREAS, the High Plains Library District Board of Trustees is comprised of seven trustee seats, one of which is currently up for replacement, and

WHEREAS, C.R.S. § 24-90-108(2)(c), provides that the Establishing Bodies have authority to ratify trustees recommended for appointment to the High Plains Library Board of Trustees, and

WHEREAS, pursuant to C.R.S. § 24-90-108(2)(c), recommendation of replacement library trustees must be made by a committee held for that purpose, and

WHEREAS, pursuant to that Joint Motion and Stipulation to Approve Settlement and Dismiss Remaining Claims entered into by the Establishing Bodies and ordered by the Court in Weld County District Court Case No. 2014 CV 30358, a trustee selection committee (the "Committee") met on October 22, 2021 to interview trustee candidates, and

WHEREAS, on October 22, 2021, the Committee voted by majority vote to recommend the following individual for appointment to the High Plains Library District Board of Trustees, for the term lengths specified below:

REGION 6: Briggsdale, Galeton, Grover, Kersey, New Raymer, Stoneham

Joyce Smock, 4-year term, 2022-2025

WHEREAS, the above-named individual appears to be qualified to serve as a trustee on the High Plains Library District Board of Trustees and represent adequately the various interests within the High Plains Library District.



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

Section 1. Ratification:

That the appointment of: Joyce Smock to serve as Region 6 Trustee on the High Plains Library District Board of Trustees for a 4-year term is hereby ratified.

Section 2. This Resolution shall become effective immediately.

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**ATTEST:**

**THE CITY OF GREELEY, COLORADO**

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

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

# 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 Worksession Schedule regarding any upcoming meetings or events.

## Attachments

Council Meetings and Other Events Calendar  
Council Meeting and Work Session Schedule

# December 6, 2021 - December 12, 2021

December 2021

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

January 2022

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

**Monday, December 6**

**Tuesday, December 7**

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

**Wednesday, December 8**

**Thursday, December 9**

7:30am - Poudre River Trail (Hall)

**Friday, December 10**

**Saturday, December 11**

**Sunday, December 12**

# December 13, 2021 - December 19, 2021

December 2021

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

January 2022

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

## Monday, December 13

## Tuesday, December 14

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

## Wednesday, December 15

**8:00am - 10:00am Government Day-Coffee with Council (TBD)**  
**2:00pm - 5:00pm Water & Sewer Board (Gates)**

## Thursday, December 16

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

## Friday, December 17

## Saturday, December 18

## Sunday, December 19

# December 20, 2021 - December 26, 2021

December 2021

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

January 2022

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

**Monday, December 20**

**Tuesday, December 21**

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

**Wednesday, December 22**

**Thursday, December 23**

7:30am - Poudre River Trail (Hall)

**Friday, December 24**

**Saturday, December 25**

**Sunday, December 26**

# December 27, 2021 - January 2, 2022

December 2021

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

January 2022

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

## Monday, December 27

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

## Tuesday, December 28

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

## Wednesday, December 29

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

## Thursday, December 30

## Friday, December 31

## Saturday, January 1

## Sunday, January 2

## City Council Meeting Scheduling 2021

Current as of 11/24/2021			
This schedule is subject to change			
Date	Description	Sponsor	Placement/Time
December 14, 2021 Worksession Meeting	COVID-19 Update	Raymond Lee	0.25
	2020 Financial Audit Report and Comprehensive Annual Financial Report	John Karner	0.25
	Discussion Regarding the Sale and Use of Fireworks during the Holiday Season		
	Utility Billing Status Update - tentative	Sean Chambers	0.25
December 21, 2021 Council Meeting	Under Consideration for cancellation		
December 28, 2021 Worksession Meeting	COVID-19 Update		0.25
	Under Consideration for cancellation		
January 4, 2022 Council Meeting	Resolution-CDOT IGA for Road Maintenance	Paul Trombino	Consent
	Resolution-CDOT IGA for Fiber Phase 3	Will Jones	Consent
	Resolution-CDOT IGA for Highway Safety Grant at CR17	Will Jones	Consent
	Ordinance-PH and Second Reading-Water Bond	John Karner	Consent
	Ordinance-PH and Second Reading-Sewer Bond	John Karner	Consent
	Ordinance-PH and Second Reading-Authorizing Sale of "McWilliams Farm"	Sean Chambers	Regular

# Council Agenda Summary

## Title

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

## Council's Recommended Action

A motion to approve the above authorizations.