

Greeley City Council Agenda

Regular Meeting

Tuesday, January 4, 2022, at 6:00 p.m.

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

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

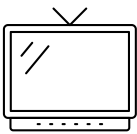
City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

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 as well as YouTube at youtube.com/CityofGreeley

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

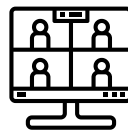
Meeting agendas, minutes, and archived videos are available on the City's meeting portal at greeley-co.municodem meetings.com/

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.

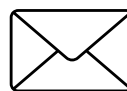


The public can join the Zoom webinar and comment from the remote meeting.

Submit written comments:



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



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

January 04, 2022 at 6:00 PM

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

Mayor

John Gates

Councilmembers

Tommy Butler
Ward I

Deb DeBoutez
Ward II

Johnny Olson
Ward III

Dale Hall
Ward IV

Brett Payton
At-Large

Ed Clark
At-Large

A City Achieving Community Excellence

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

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

Consent Agenda

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

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

9. Approval of the City Council Proceedings of the regular meeting of December 7, 2021, and special meetings of August 31, 2021, November 9, 2021, November 17, 2021, and November 19, 2021
10. Consideration of a Resolution authorizing the City to enter into any intergovernmental agreement with the Colorado Department of Transportation (CDOT) for the maintenance of State roads within the City of Greeley
11. Introduction and first reading of an Ordinance re-authorizing various Boards and Commissions for three years

- [12.](#) Introduction and first reading of an Ordinance authorizing the acquisition of interests in real property located in Weld County related to the development of the Terry Ranch Potable Water Treatment Plant and Additional Water Transmission Lines and Associated Facilities by purchase or exercise of power of eminent domain pursuant to Section 7 of Article XVI, Section 15 of article II, and Sections 1 and 6 of Article XX of the Colorado Constitution and Colorado Revised Statute § 38-1-101, et seq. (Terry Ranch Water Supply Project)
- [13.](#) Designating posting sites for notices of City Council meetings
- [14.](#) Consideration of a Resolution appointing Stacey Aurzada to the position of Interim City Clerk
- [15.](#) Consideration of a Resolution approving an Intergovernmental Agreement with the Colorado Department of Human Services to enter into the Low-Income Household Water Assistance Program (LIHWAP)
- [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 concerning the proposed City Of Greeley, Colorado, Water Revenue Refunding and Improvement 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

End of Consent Agenda

18. Pulled Consent Agenda Items
- [19.](#) Public hearing and second 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")
- [20.](#) Public hearing and second reading of 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
- [21.](#) Public hearing and second 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

- [22.](#) Consideration of a Resolution appointing Raymond C. Lee III to the position of City Manager
- [23.](#) Introduction and first reading of an Ordinance authorizing a salary and certain benefits for the City Manager, Raymond C. Lee III
- [24.](#) Appointment of applicants to the Citizen Budget Advisory Committee, Greeley Art Commission, and Human Relations Commission
- [25.](#) Scheduling of Meetings, Other Events
- [26.](#) Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
27. Adjournment

Council Agenda Summary

Title

Recognitions and Proclamations

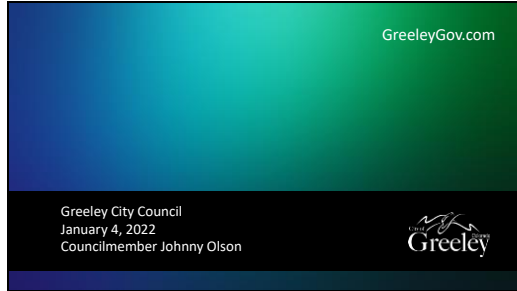
Summary

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

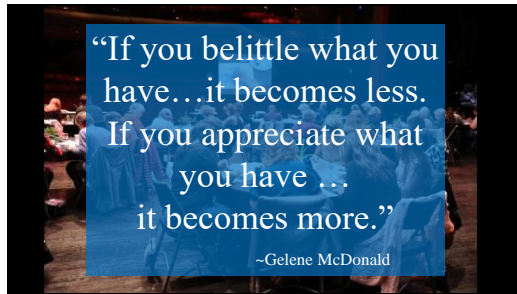
Attachments

What's Great about Greeley Report

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



Tonight we will begin by recognizing Air Force Staff Sgt. Ryan T. Dagget who is a recipient of the 2021 USO Service Member of the Year award. Every year since 2003, one junior enlisted service member from each branch is nominated by command leadership to be honored for an act of valor. Whether it's saving the life of a comrade or stranger or leading during a critical moment, these men and women proved their commitment to helping others in times of need. Staff Sgt. Dagget is from Greeley and serves at Kunsan Air Base in South Korea with the 8th Security Forces Squadron.

Slide 4



Congratulations to Shannon Cameron and Dillon Hergenreder who both took gold at the Special Olympics Colorado State Bowling competition as part of the Adaptive and Inclusive Recreation Greeley Panther bowling team. The Panthers also earned six second place finishers and two third place.

Slide 5



The Great Outdoors Colorado has awarded a \$1.5 million grant to the Trust for Public Land, in partnership with the City of Greeley, to purchase the 978-acre Shurview/Missile Site Bluffs Open Space as part of GOCO's land acquisition program, which supports urban and rural landscape, waterway, and habitat protection priorities and improves access to the outdoors. The City of Greeley was also awarded \$160,650 to prepare Shurview Open Space for public use and an additional \$143,000 to hire a GOCO fellow in its Natural Areas & Trails Division.

Slide 6



Congrats to the Northridge High School Marine Corps Junior Reserve Officers Training Corps marksmanship team for being named league champions.

Slide 7



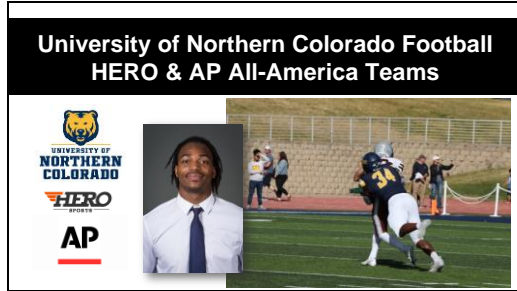
Several organizations in Greeley have been awarded grants by NextFifty Initiative which funds efforts to improve the quality of life for people over 50-years-old in Colorado and beyond. Adeo Colorado received \$100,000 towards supporting staff development to provide quality care for disabled older adults; RSVP Volunteer in Service received \$25,000 to be used to hire additional staff and upgrade technology for volunteer re-engagement purposes; and Pathways Hospice also received \$25,000 to go towards their Palliative Care Team, which cares for more than 700 people and their families.

Slide 8



Weld County Assessor and UNC graduate Brenda Dones has been named the 2021 Colorado Assessor of the Year by the Colorado Assessors' Association.

Slide 9



University of Northern Colorado linebacker David Hoage has earned a spot on the HERO Sports Sophomore All-America team, which recognizes the best sophomores in all of FCS football. He also earned a spot on the AP All-America third team, identifying him as one of the best defensive players, regardless of age, in the nation.

Slide 10



Continuing the UNC Bears good news....for the 5th consecutive year, Northern Colorado Athletics leads the Big Sky in Graduation Success Rate. Four programs had a perfect mark of 100% including men's cross country and track and field, women's basketball, women's golf, and women's volleyball. Go Bears!

Slide 11



Cheers to Andrea Everett, director of community outreach and onboarding at Boys & Girls Clubs of Weld County, who is a recipient of the Maytag Dependable Leader Award and a \$20,000 grant. Each year, in collaboration with Boys & Girls Clubs of America, Maytag honors and rewards a group of stand-out Club professionals and volunteers who make a difference to

kids and teens every day in communities across the nation. With the grant from Maytag, Andrea will launch a youth mentorship program focused on providing Club members of all ages with mental health support.

Slide 12



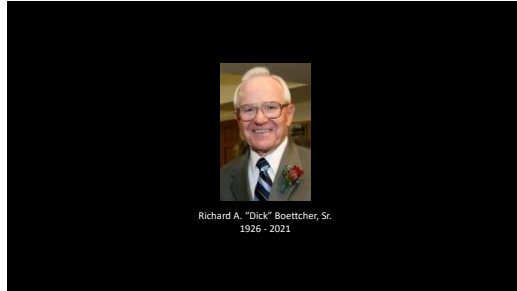
The American Planning Association Colorado Chapter Colorado Healthy Communities Committee has recognized the City of Greeley and its landscape code as part of its Colorado Code Project. The Colorado Code Project, a voluntary initiative to identify and celebrate model land use codes at the regional, county, or municipal level that promote health, equity, and community engagement. Goal is to incorporate model land-use code language into the statewide toolkit to help Colorado communities promote health.

Slide 13



And that's What's Great about Greeley.

Slide 14



Tonight we would like to take a few minutes to honor and remember former City Councilmember Richard A. "Dick" Boettcher, Sr. Dick served as a Greeley City Councilman from 1973-1977, representing Ward 2. He also served on the Greeley Planning Commission, was chairman of the Finance committee, was part of the Golf Advisory Board, and served on the Greeley Water and Sewer Board for many years, 18 years as Chairman. Additionally, he was Greeley's representative member of the Larimer-Weld Regional Council of Governments and the Larimer-Weld regional planning commission. A University of Northern Colorado graduate and U.S. Army World War II veteran, Dick was deeply involved in the Greeley community and was an extraordinary businessman. He served as President of the NCMC Foundation Board, Vice-Chairman of the UNC Foundation, President of the Greeley Philharmonic Guild, President of the Greeley One Fund, and was instrumental in organizing what is now the United Way of Weld County. He was recognized as a Weld Distinguished Citizen by the Longs Peak Council Boy Scouts of America, Citizen of the Year by Masonic Lodge of Greeley, and Entrepreneur of the Year by BizWest Magazine. He was appointed by three Colorado

governors to the Colorado Collection Agency Board, serving for over 20 years and multiple years as its Chairman. Dick was a great leader and mentor and will be missed by many in our community.

Council Agenda Summary

Title

Citizen Input

Summary

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

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

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

Council Agenda Summary

Title

Reports from Mayor and Councilmembers

Summary

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

Council Agenda Summary

Title

Initiatives from Mayor and Councilmembers

Summary

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

Initiatives will generally fall into three categories:

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

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

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
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 12/7/2021 Council Member Hall reported in the last 6 months, 30 feet of trail has started becoming undermined and must be shored up immediately, likely requiring some short term dollars while awaiting a longer solution.</p> <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</p>	Kelly Snook

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:
				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 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 m practicality through committee work	
14-2021	Butler	Request to have a discussion on railroad quiet zones and safety at a work session.	December 7, 2021 Council Meeting	Scheduled for a work session in early 2022	Paul Trombino
15-2021	Olson	Formation of a committee for implementation of a funding strategy for the 35 th and 47 th interchanges.	December 7, 2021 Council Meeting	Council Member Olson will be following up with Manager Lee and Director Trombino on next steps	Paul Trombino

Council Agenda Summary

Title:

Approval of the City Council Proceedings of the regular meeting of December 7, 2021, and special meetings of August 31, 2021, November 9, 2021, November 17, 2021, and November 19, 2021

Summary:

A regular meeting of the City Council was held in the City Council's Chambers on December 7, 2021 and special meetings were held on August 31, 2021, November 9, 2021, November 17, 2021, and November 19, 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

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
December 07, 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 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. **Pledge of Allegiance**

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. **Roll Call**

Anissa Hollingshead, City Clerk, called the roll.

PRESENT

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

4. **Approval of the Agenda**

The agenda was approved as presented.

5. **Recognitions and Proclamations**

Council Member Clark presented the *What's Great About Greeley* Report.

6. **Citizen Input**

Steve Teets, Greeley resident, came forward and offered remarks including congratulations on the results of the election, and asking about the status of the information requested about Lamar Transportation. Public Works Director Paul Trombino indicated that the Citizen Transportation Committee addressed this at their most recent meeting and followed up with Mr. Teets. Mr. Teets also stated a desire to see more protective bus shelters in place.

Michelle Kimpleman, Greeley resident, read written remarks asking the Council to take a new look at railroad quiet zones and look at the entire corridor on behalf of the Colorado Model Railroad Museum.

7. **Reports from Mayor and Councilmembers**

Council Member Olson reported on his first North Front Range meeting, where the new four year plan being requested by CDOT was reviewed, and noted several key roads impacting Greeley as part of the plan.

Mayor Gates reported on attending the Menorah lighting the previous week with Council members Butler and Payton, as well as Interim City Manager Raymond Lee. He thanked the Downtown Development Association for their work on this as well. He also noted his attendance at the Northern Colorado Housing Summit as an invited guest at the Sweetheart Winery, with speeches from two economists on the rapid growth of Weld County and Greeley in particular. He also shared regarding his attendance at the Community Grief Center Bites of Hope event, noting their service to the community.

Council Member Butler also offered thanks to the Fire Department for their involvement in the Menorah lighting, and the desire to see that on an ongoing basis.

8. Initiatives from Mayor and Councilmembers

Council Member Hall provided an update on the Poudre River Trail Narrows project, and the work the committee has been doing on that. In the last six months, about 30 feet of the trail has started becoming undermined and must be shored up immediately, likely requiring some short term dollars, while awaiting a longer solution. There is also some rock shale coming down onto the trail itself that needs to be addressed. Staff with the Natural Area Trails is working diligently with stakeholders on this.

Council Member Butler asked for consensus to bring railroad quiet zones and the overall safety in that area to a future meeting as a discussion, preferably with opportunity for some public input. Mayor Gates noted Public Works Director Trombino is already working on this.

Council Member Olson requested consensus for the formation of a committee for implementation of a funding strategy for 35th and 47th interchanges, to formulate a plan to get those interchanges funded. Mayor Gates asked for clarification of what would be proposed in addition to what MPO and the state are already doing in this area. Council Member Olson clarified he is looking to build on the existing work with a greater focus on pursuing funding opportunities and strategies specifically, including taking advantage of new funding. There was consensus to proceed, and Mayor Gates asked Council Member Olson to follow up with City Manager Lee and Director Trombino on what he would like to see going forward in this realm.

Consent Agenda

Council Member Olson requested that items 10, 12 and 13 be removed from the Consent Agenda.

Council Member Butler moved, seconded by Council Member Last, to approve the recommended actions on items 9-19.
The motion carried 7-0 by roll call vote.

9. Approval of the City Council Proceedings of November 16, 2021

The Council action recommended and approved was to approve the City Council proceedings of November 16, 2021, as presented.

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

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

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”)

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and second reading for January 4, 2022.

12. Consideration of a Change Order in the amount of \$113,321 for Cameron Peak fire mitigation work performed by Ayres Associates

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

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

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

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

The Council action recommended was to adopt the resolution.

Resolution No. 44, 2021, regarding proposed City of Greeley, Colorado, Water Revenue Bonds, Series 2022, to authorize competitive bids and use of an electronic bidding system and prescribing details regarding their public sale, was adopted.

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

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and second reading for January 4, 2022.

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

The Council action recommended was to adopt the resolution.

Resolution No. 45, 2021, regarding proposed City of Greeley, Colorado, First Lien Sewer Improvement Revenue Bonds, Series 2022, to authorize competitive bids and use of an electronic bidding system and prescribing details regarding their public sale, was adopted.

17. Consideration of a Resolution approving the 2022 Budget for the Greeley Downtown Development Authority and appropriating funds for that budget

The Council action recommended was to adopt the resolution.

Resolution No. 46, 2021, approving the 2022 budget for the Greeley Downtown Development Authority and appropriating funds for that budget, was adopted.

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

The Council action recommended was to adopt the resolution.

Resolution No. 47, 2021, establishing the 2021 Downtown Development Authority Tax Levy and directing its certification to the Board of County Commissioners, was adopted.

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

The Council action recommended was to adopt the resolution.

Resolution No. 48, 2021, appointing Michael Zeller to the Weld County E-911 Authority Board, was adopted.

20. Consideration of a Resolution authorizing the adoption of the Weld County 2021 Multi-Jurisdictional Hazard Mitigation Plan

The Council action recommended was to adopt the resolution.

Resolution No. 49, 2021, authorizing the adoption of the Weld County 2021 Multi-Jurisdictional Hazard Mitigation Plan, was adopted.

End of Consent Agenda

21. Pulled Consent Agenda Items

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

Sean Chambers, Water & Sewer Director, came forward to answer questions from Council. Council Member Olson requested potentially looking at a work session on this topic, and asked for more information about the costs associated with installation of non-potable assets and how overall costs to developers can be lower when installing a double system. He wants to know how we can make sure we are working with our development community. Director Chambers responded with information about key drivers in cost, including infrastructure and water rights, and the cost differential in resources being used in the non-potable system. Director Chambers also outlined the numerous outreach meetings held with the development community, and how their feedback was incorporated into the final policy. In response to questions about lot size, Director Chambers provided information about how this policy looked at the development code and how it defines different types of land use, which led to the definition with lot size thresholds.

Council Member Butler moved, seconded by Council Member Hall, to introduce the ordinance and schedule the public hearing and second reading for January 18, 2022. The motion carried 7-0 by roll call vote.

12. Consideration of a Change Order in the amount of \$113,321 for Cameron Peak fire mitigation work performed by Ayres Associates

Sean Chambers, Water & Sewer Director, came forward to answer questions from Council. Council Member Olson asked for clarification on whether this funding is coming from tap fees and federal dollars, or solely federal dollars. Director Chambers clarified the fund that the revenue is being drawn from includes tap fees, but the funds used for this project come 100% federal dollars. He also noted there is an associated expansion of work cost that is not 100% federal funds, as there is a match required, but there is no appropriation of funds required.

Council Member Payton, seconded by Council Hall, to approve the change order. The motion carried 7-0 by roll call vote.

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

John Karner, Finance Director, came forward to answer questions from Council. Council Member Olson asked if the \$77million bond is all Terry Ranch infrastructure. Director Karner clarified it is for Terry Ranch related projects as well as a couple other CIP projects. Council Member Olson noted this is a significant debt for the City, and asked how many bonds we have and what our debt bond ratios are. Director Karner indicated there is a distinction with these being enterprise bonds, and noted more information would be provided at the second reading on this item and also offered to provide more information to the Council member offline. In a response to a question about expected interest rates on bonds, Director Karner noted bond rates are still quite low.

Council Member Payton moved, seconded by Council Member Hall, to introduce the ordinance and schedule the public hearing and second reading for January 4, 2022. The motion carried 7-0 by roll call vote.

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

Ben Snow, Economic Health and Housing Director, provided a verbal presentation on this item, noting the requirement of two public hearings for the adoption of a plan and any substantial amendments to it.

Mayor Gates opened the public hearing at 6:43 p.m.

Steve Teets, Greeley resident, came forward to comment on the shelter at Bonnell closing on December 31st. He noted the challenges in finding housing at this time, and how difficult it will be for people to find alternate housing, and the importance of the city finding alternate shelter locations.

Edwin Wayne Grant, Greeley resident, came forward to comment about his experience with a dog bite from a dog with a panhandler, noting how the issues with people experiencing homelessness is a worldwide issue, and need to be addressed.

There being no one further to speak, the public hearing was closed at 6:48 p.m.

Council Member Payton moved, seconded by Council Member Clark, to accept the substantial amendment as presented. The motion carried 7-0.

23. 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 16th Street, known as the 2000 16th Street Rezone, and final reading of an ordinance changing the official zoning map to reflect the same

Brittany Hathaway, Planner, came forward to present as set forth in the presentation deck in the agenda packet.

In response to a question from Council about whether there was a subarea plan for the area, Planner Hathaway noted there was not yet.

In response to questions from the Council about if there weren't a drive through there, if it preclude putting a coffee shop there, the applicant came forward with information about the specific development plans and the role of the drive through. Planner Hathaway also helped answer additional questions from Council, including identifying the ingress and egress points, questions about buffering, and questions about other possible uses that could be possible if Starbucks didn't decide to go forward after the rezoning is done.

Krista Hopgens with the civil engineer for the project came forward on behalf of the applicant to provide a presentation as well, which has been placed in the public record. Other applicant representatives available included the real estate developer Verdad, traffic engineers, and representatives from Starbucks available remotely. The applicants requested additional conditions of approval in response to the discussion that occurred at Planning Commission, including to limit hours of operation to those conducive to coffee users specifically, from 5 a.m. to 9 p.m.

Hanny Lawrence with Verdad came forward and responded to requests from Council to not have a drive through to note the challenges to the industry due to COVID requiring drive throughs in all uses now, unless in a very urban area, like downtown Denver. John Aldrich, the project's traffic engineer, answered questions about projections for out years like 2045. He noted there wasn't anything in the transportation plan with projection of traffic on 16th street, and that the area is built out already, and won't add things that generally increase traffic overall.

Council discussed restrictions and what other conditions can be applied. Planner Hathaway noted restrictions could be captured in the DCMP – Development Concept Master Plan.

Mayor Gates opened the public hearing at 7:28 p.m.

Steve Teets, Greeley resident, came forward to share concerns as a community member in that area about more traffic in the area. He noted other restaurants have other ways of serving their customers.

Edwin Wayne Grant, Greeley resident, came forward to share his concerns about traffic congestion, and backups from cars like at Dairy Queen, as well as students walking over from Heath and Central.

There being no one further wishing to be heard in the Chambers or virtually, the hearing was closed at 7:31 p.m.

Council discussion on the project included the ability to set limits on operations, hours, and uses as part of the approval. Planner Hathaway provided information on how limits of operations or hours could be applied for general uses rather than just for drive through uses to better address concerns regarding the potential for something like a 24 hour convenience store with revised zoning in place.

City Attorney Doug Marek offered guidance to the Council on how it could formalize desired restrictions, including if it wished to accept the restrictions proposed by the applicant in its presentation, as part of its motion for approval, as well as the potential to add restrictions in the review process for development.

Formally add restrictions on the hours and that additional uses be restricted, for instance industrial uses, and want to restrict that in this neighborhood, as well as large retail that could be a high impact to the neighborhood.

Becky Safarik, Interim Community Development Director, provided information about how the applicant's proposed restrictions could be incorporated into the DCMP.

Council Member Hall moved, seconded by Council Member Payton, that based upon the project analysis and the testimony received that the ordinance be approved and published with reference to title only with the condition that the hours be restricted from 5 a.m. to 9 p.m.

Council Member Payton offered a friendly amendment to include the applicant's use restrictions presented at the meeting, which was accepted by Council Member Hall.

The motion to approve the ordinance and publish with reference to title only with the condition that the hours be restricted from 5 a.m. to 9 p.m. and to include the applicant's use restrictions as presented at the meeting carried 5-2 by roll call vote.
Ayes: Mayor Gates, Council Member Hall, Council Member Payton, Council Member Clark, Council Member Clark.

Nays: Council Member Butler, Council Member DeBoutez.

Ordinance No. 46, 2021, changing the official zoning map for the City of Greeley to reflect the approved rezoning of 1.169 acres of property to C-H, known as the 2000 16th Street Rezone, was adopted.

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

John Karner, Finance Director, presented as set forth in the presentation deck in the agenda packet on the fourth appropriation for 2021.

In response to a question from Council about whether the funds requested for additional appropriation included dollars for a police chief recruitment, Director Karner clarified recruiting funding included is for a CPRD (Culture, Parks and Recreation Department) Director.

Mayor Gates opened the public hearing at 7:54 p.m.

There being no one wishing to speak, the hearing was closed at 7:55 p.m.

Council Member Payton moved, seconded by Council Member Butler, to adopt the ordinance and publish it by reference to title only.

The motion carried 7-0 by roll call vote.

Ordinance No. 43, 2021, 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, was adopted.

25. Public hearing and second reading of an Ordinance authorizing a Fiscal Year 2021 salary increase for the Municipal Judge

Paul Fetherston, Deputy City Manager, presented as set forth in the presentation deck in the agenda packet. A single presentation was provided on both items 25 and 26.

The public hearing was opened at 8:00 p.m.

There being no one wishing to speak, the hearing was closed

Council Member Hall moved, seconded by Council Member Olson, to adopt the ordinance and publish it by reference to title only.

The motion carried 7-0 by roll call vote.

Ordinance No. 44, 2021, authorizing a Fiscal year 2021 salary increase for the Municipal Judge, was adopted.

26. Public hearing and second reading of an Ordinance authorizing a Fiscal Year 2021 salary increase for the City Attorney

The public hearing was opened at 8:01 p.m.

There being no one wishing to speak, the hearing was closed.

Council Member Hall moved, seconded by Council Member Olson, to adopt the ordinance and publish it by reference to title only.

The motion carried 7-0 by roll call vote.

Ordinance No. 45, 2021, authorizing a Fiscal year 2021 salary increase for the City Attorney, was adopted.

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

Dr. Matthew Horst was present to answer any questions about the appointment.

Council Member Butler moved, seconded by Council Member Payton, to adopt the resolution ratifying the appointment.

The motion carried 7-0 by roll call vote.

Resolution No. 50, 2021, ratifying the appointment of Joyce Smock to the Board of Trustees of the High Plains Library District, was adopted.

28. Scheduling of Meetings, Other Events

Interim City Manager Raymond Lee offered recommendations on upcoming meeting cancellations.

Council Member Butler asked for a COVID update at the first meeting in January.

Council Member Hall moved, seconded by Council Member Clark, to cancel the December 14 and 28 work session and the December 21 Council meeting.

The motion carried 7-0.

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

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

The motion carried 7-0.

30. Adjournment

There being no further business before the Council, the meeting was adjourned at 8:10 p.m.

John D. Gates, Mayor

Anissa N. Hollingshead, City Clerk

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
Special Meeting
August 31, 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 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. Roll Call

Jerry Harvey, Assistant City Clerk, called the roll.

PRESENT

Mayor John Gates
Council Member Tommy Butler
Council Member Brett Payton
Council Member Michael Fitzsimmons
Council Member Dale Hall
Council Member Ed Clark
Council Member Kristin Zasada

4. Consideration of a Resolution setting the ballot titles for initiated amendments to the Greeley Home Rule Charter and submitting such initiated measures to the registered electors of the city of Greeley at the coordinated election to be held on November 2, 2021

Mayor Gates introduced this item by briefly outlining the process to be followed at this meeting and the needed actions before the Council.

City Clerk Anissa Hollingshead provided a brief presentation as set forth in the slide deck in the agenda packet outlining the way petition processes operate. City Attorney Doug Marek then reviewed the specific process for setting ballot language and the language being recommended.

In response to questions from the Council about the process that would be followed if there were to be a protest filed regarding the language, City Attorney Marek noted the process outlined in Colorado Statute calls for protests to be filed with district court.

Council Member Clark moved, seconded by Council Member Zasada, to adopt the resolution approving the draft ballot titles proposed by the City Attorney's Office. The motion carried 7-0 by roll call vote.

Resolution No. 27, 2021, setting ballot titles for initiated amendments to the Greeley Home Rule Charter and submitting such initiated measures to the registered electors of the City of Greeley at the coordinated election to be held on November 2, 2021, was adopted.

5. Adjournment

There being no further business before the Council, the meeting was adjourned at 6:16 p.m.

John D. Gates, Mayor

Anissa N. Hollingshead, City Clerk

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
Special Meeting
November 09, 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 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. Roll Call

Casey Rogers, Assistant City Clerk, called the roll.

PRESENT

Mayor John Gates
Council Member Tommy Butler
Council Member Brett Payton
Council Member Dale Hall
Council Member Ed Clark
Council Member Kristin Zasada

EXCUSED

Council Member Michael Fitzsimmons

4. Remarks and Recognitions from Council

Mayor Gates noted a short presentation had been prepared honoring the work done by Council members Fitzsimmons and Zasada. He also thanked Communication & Engagement Director Kelli Johnson and Communications Specialist Aimee Freeland for their work in preparing the presentation.

Mayor Gates walked through the presentation of the accomplishments of the Council during the tenure of the departing members.

After a presentation on Michael Fitzsimmons' accomplishments while on Council, Mayor Gates and members of City Council offered remarks honoring Council Member Fitzsimmons and his service.

After a presentation on Kristin Zasada's accomplishments while on Council, Mayor Gates and members of City Council offered remarks honoring Council Member Zasada and her service.

5. Adjournment

Council Member Payton moved, seconded by Council Member Hall, to adjourn sine die.

The motion carried 6-0.

Excused: Council Member Fitzsimmons.

6. Installation of the Incoming Councilmembers

Members of the Council stepped down from the dais. Municipal Judge Mark Gonzales came forward to swear in Mayor John Gates and newly elected Council members Brett Payton, Deb DeBoutez, and Johnny Olson to new terms of service.

7. Seating of New Council

The new term of the City Council was seated at the dais. Mayor Gates explained some of the factors that go into developing the seating arrangement for the Council.

Mayor John Gates offered remarks on his re-election and thanked the citizens of Greeley.

Remarks were also offered by the other newly seated Council members, including Council Member Brett Payton, Council Member Deb DeBoutez, and Council Member Johnny Olson.

Mayor Gates and members of Council welcomed the two newly elected members to the Council.

8. Call to Order

Mayor John Gates called the meeting to order at 6:31 p.m.

9. 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 Johnny Olson

Council Member Ed Clark

Council Member Brett Payton

10. Remarks from Council

Remarks were offered when the new Council was seated.

11. Discussion of Mayor Pro Tem Selection Process

Council Member DeBoutez nominated Council Member Dale Hall to serve as Mayor Pro Tem.

Council Member Clark nominated Council Member Brett Payton to serve as Mayor Pro Tem.

The Mayor asked the City Clerk's Office to distribute and collect paper ballots to members of the Council for the election of the Mayor Pro Tem.

Assistant City Clerk Casey Rogers announced the results of the vote declaring Brett Payton as Mayor Pro Tem.

12. Discussion of the Line of Succession

Mayor Gates announced the line of succession, to include:

- Mayor Pro Tem Payton
- Council Member Hall
- Council Member Clark
- Council Member Butler
- Council Member Olson
- Council Member DeBoutez

13. Discussion of Council Assignments to Boards and Commissions and Standing Committees

Mayor Gates noted the existing assignments of Council members to various boards and commissions was included in the meeting packet. He asked the Council to provide him with feedback over the next few days about boards and commissions they either currently serve on with whether or not they wish to continue to serve, or information about entities they may wish to serve on.

14. Scheduling of Meetings

Mayor Gates outlined the plan for meetings to be held for interviewing the three candidates identified as finalists for the City Manager role.

- Nov. 17 morning community tour for finalists – not a public meeting
- Nov. 17 afternoon individual interviews of candidates to be held in Executive Session
- Nov. 17 evening Community Meet and Greet with candidates
- Pending date for additional discussion in executive session of selection of a candidate

There was consensus from Council to proceed with a special session on November 19 for additional discussion regarding the selection of a candidate.

Council Member Payton moved, seconded by Council Member Olson, to call a special meeting on November 17, 2021, at 1 p.m. for purposes of interviewing candidates for city manager.

Council Member Payton moved, seconded by Council Member Butler, to call a special meeting on November 19, 2021, at 5 p.m. for purposes of discussing candidates to the office of city manager.

15. Adjournment

There being no further business before the Council, the meeting was adjourned at 6:48 p.m.

John D. Gates, Mayor

Anissa N. Hollingshead, City Clerk

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
Special Meeting
November 17, 2021

1. Call to Order

Mayor John Gates called the meeting to order at 1:07 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. 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 Ed Clark
Council Member Brett Payton

ABSENT

Council Member Johnny Olson (arrived)

3. Executive Session for the purpose of conducting interviews of candidates for appointment to the position of City Manager

Council Member Payton moved, seconded by Council Member Clark, that City Council enter into Executive Session for the purpose of discussing personnel matters, including interviewing candidates for appointment to the position of City Manager, as provided for in C.R.S. 24-6-402(4)(f) and Greeley Municipal Code Section 2-151(a)(6)a.

The motion carried 6-0.

Absent: Council Member Olson.

The meeting adjourned to Executive Session at 1:08 p.m.

The executive session was convened at 1:08 p.m.

Present:

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

Doug Marek, City Attorney
Edward Williams, Baker Tilly

Council Member Johnny Olson arrived at 1:24 p.m.

The executive session adjourned at 4:46 p.m.

John D. Gates, Mayor

Anissa N. Hollingshead, City Clerk

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
Special Meeting
November 19, 2021

1. Call to Order

Mayor John Gates called the meeting to order at 5:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Roll Call

Casey Rogers, Assistant City Clerk, called the roll.

PRESENT

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

3. Executive Session for the purpose of conducting interviews of candidates for appointment to the position of City Manager

Council Member Butler moved, seconded by Council Member DeBoutez, that City Council enter into Executive Session for the purpose of deliberation on personnel and employment matters related to appointment of a City Manager, as provided for in C.R.S. 24-6-402(4)(f) and Greeley Municipal Code Section 2-151(a)(6)a.

The motion carried 7-0.

The meeting adjourned to Executive Session at 5:02 p.m.

The executive session was convened at 5:11 p.m.

Present:

Mayor John Gates
Council Member Tommy Butler
Council Member Deb DeBoutez
Council Member Dale Hall
Council Member Ed Clark
Council Member Brett Payton
Doug Marek, City Attorney
Sharon Klumpp, Baker Tilly (participating remotely)

The executive session adjourned at 6:11 p.m.

John D. Gates, Mayor

Anissa N. Hollingshead, City Clerk

Council Agenda Summary

January 4, 2022

Key Staff Contact: Paul Trombino III, Public Works Director, 350-9795

Title:

Consideration of a resolution authorizing the City to enter into any intergovernmental agreement with the Colorado Department of Transportation (CDOT) for the maintenance of State roads within the City of Greeley.

Summary:

The City has historically had an Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for the street maintenance of 8th Avenue (Business 85) and 9th and 10th Street (Business 34). With the current IGA expiring, staff is requesting the approval of a new IGA with CDOT to continue this partnership. The new IGA will contain the scope of work but increase reimbursement from y \$725 per lane mile to \$1,450 a lane mile. This per lane mile increase will result in an annual reimbursement increase of \$64,358.25 or double the current reimbursement. This scope of work includes snow removal, pothole repair, minor patching, crack seal, fence and guardrail repair and stormwater maintenance for three detention ponds at 71st Avenue adjacent to highway.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	N/A
What is the annual impact?	N/A
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	\$128,716.50 Annually
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	N/A
Is this grant onetime or ongoing?	N/A
Additional Comments:	Approval of an IGA with CDOT to receive \$128,716.50 annually to provide maintenance of State roads within the City of Greeley.

Legal Issues:

Items have been reviewed by the City's Attorney's Office.

Other Issues and Considerations:

None

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the resolution.

Attachments:

Resolution
IGA

(State SHWY Mtce)
CITY OF GREELEYRev 10/03
Region: 4 (vjm)CONTRACT

THIS AGREEMENT is entered into by and between CITY OF GREELEY (hereinafter called the “Local Agency” or “Contractor”), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the “State” or “CDOT”).

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Contract Encumbrance Amount: \$0.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns.
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:**Section 1. Scope of Work**

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this Contract
2. This Contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on October 1, 2021, whichever is later. The term of this contract shall terminate on June 30, 2026. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as may be evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

- B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.
- C. The Local Agency will provide Maintenance Services as described in **Exhibit A**, for a **total maximum amount of \$96,537.38 for FY 22 (partial) and \$128,716.50 per State fiscal year (FY 23 through FY 26), with a maximum contract total shall not exceed the cumulative total of \$611,403.38**. The negotiated rate per mile shall remain fixed for the full term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- D. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

- A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the highway miles as listed on **Exhibit A**. As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Local Agency shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this contract. Maintenance Services do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Local Agency shall give the State immediate notice of the existence of any such conditions on the Highways.)
 - 1. Maintenance Services to be performed by the Local Agency, at State expense, for the Highways under this contract shall include (without limitation) the following services:
 - a. Removal of snow, sanding and salting.
 - b. Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts.
 - c. Painting of bridges, of other structures, and of highway appurtenances.
 - d. Warning the State's representative of any "dangerous condition" (as defined in §24-10-103(1) C.R.S., as amended), and/or repairing that condition.
 - e. Inspecting State Highway signing and regulatory devices on the Highways at least weekly and notifying the State's Regional Transportation Director as soon as the Local Agency has notice of any State Highway signing and regulatory devices in need of repair.
 - 2. Local Agency shall also continue to perform, at its own expense, all activities/duties on the Highways that Local Agency is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.
- C. The Local Agency shall perform all Maintenance Services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or their representative, shall determine the then current applicable maintenance standards for the Maintenance Services. Any standards/directions provided by the State's representative to the Local Agency concerning the Maintenance Services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.
- D. The Local Agency shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this contract. The State reserves the right to determine the proper quantity and quality of the Maintenance

Services performed by the Local Agency, as well as the adequacy of such services, under this contract. The State may withhold payment, if necessary, until Local Agency performs the Maintenance Services to the State's satisfaction. The State will notify the Local Agency in writing of any deficiency in the Maintenance Services. The Local Agency shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Local Agency, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Local Agency, or to bill the Local Agency for such work.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

- A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 4, 10601 West 10th, Greeley, CO 80634. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State

CDOT Region: 4
Tim Miles, MTCE Superintendent
Project Manager
10601 West 10th
Greeley, CO 80634
970-350-2120

If to the Local Agency

City of Greeley
Jerry Pickett
Streets Superintendent
1000 10th Street
Greeley, CO 80631
970-350-9335

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with

decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other “maintenance services” on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. Statewide Contract Management System

If the maximum amount payable to Local Agency under this contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies.

Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of Local Agency performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Local Agency’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Local Agency’s performance shall be part of the normal contract administration process and Local Agency’s performance will be systematically recorded in the statewide contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Local Agency’s obligations under this contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Local Agency’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the contract term. Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future contracts. Local Agency may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Local Agency, by the Executive Director, upon showing of good cause.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 22. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in *italics*.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the

State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Section 23. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p align="center">THE LOCAL AGENCY CITY OF GREELEY</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis Department of Transportation</p> <p>By _____</p> <p align="center">Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>2nd Local Agency Signature if needed</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By _____</p> <p align="center">Signature – Assistant Attorney General</p> <p>Date: _____</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

<p align="center">STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p align="center">Colorado Department of Transportation</p> <p>Date: _____</p>
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Exhibit A - SCOPE OF WORK

Colorado Department of Transportation Scope of work for Maintenance performed duties by the city of Greeley.

The Local Agency shall perform all "maintenance services" for the State Highway and US Highway System segments described herein, SH 34D MP 1.170 to MP 11.780, SH 34Z MP 0.000 to MP 1.300, SH 85G MP 0.640 to MP 1.300, SH 85H MP 0.000 to MP 1.990, Retention ponds SH 34D MP 2.58, MP 2.97 and MP 3.64, located within the Local Agency's jurisdiction, for a total of 14.890 center line miles which is equivalent to 88.77 lane miles, as further detailed in this **Exhibit A**. To include current and future park-and-ride locations within the Local Agency's jurisdiction. All work will be performed in accordance to standards set by the state maintenance section.

Section 43-2-102 and 103, C.R.S require the state to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system.

The parties also intend that the Local Agency shall remain responsible to perform any services and duties on state highways that are the responsibility of the Local Agency under applicable law, at its own cost.

The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

<u>SH34D</u> MP 1.170 to MP 11.780	<u>74.24 lane miles</u>
<u>SH34Z</u> MP 0.000 to MP 1.300	<u>3.93 lane miles</u>
<u>SH85G</u> MP 0.640 to MP 1.300	<u>2.64 lane miles</u>
<u>SH85H</u> MP 0.000 to MP 1.990	<u>7.96 lane miles</u>

Retention Ponds Highway 34D
MM 2.58
MM 2.97
MM 3.64

88.77 lane miles
x \$1450.00 per lane mile

\$128,716.50 per year payment to
The City of Greeley

\$128,716.50 per year payment x 4.75 years
\$611,403.38 total contract

FLEXIBLE PAVEMENT PATCHING/ MINOR REPAIRS

Patching small areas of bituminous roadway curb and ditch to correct abrupt depressions, potholes, edge failure or surface cracking, buckling, or spalling. Includes work with the small patch machine, curb machine and planning done with motor grader. All hand patching and minor curb and gutter repair of bituminous material to be shown under this activity.

RIGID PAVEMENT PATCHING/ MINOR REPAIRS

Patching small areas of concrete roadway, curb and ditch to correct abrupt depressions, potholes, edge failure or surface cracking, buckling, or spalling. Includes patching of P.C.C. pavement with bituminous concrete. All hand patching and minor curb and gutter repair of concrete material to be shown under this activity.

CRACK SEALING FLEXIBLE PAVEMENT- HAND

Deterioration of bituminous pavement due to excessive cracking and spalling. Cleaning and filling cracks in roadway surface with crack filler material to prevent spalling and entry of water and debris.

CRACK & JOINT SEALING RIGID PAVEMENT-HAND

Deterioration of concrete pavement due to excessive cracking, spalling and joint failure. Cleaning and filling cracks and joints in roadway surface with crack and Joint filler material to prevent spalling and e of water and debris. Includes routing Joints, and replacement of backer rods and joints.

BASE STABILIZATION AND REPAIR

Removal and replacement of base and surface material using premixed bituminous material and/or required base material to correct severe cracking, upheavals, and base failures. Includes raising and leveling concrete slabs by mud jacking.

FENCE, GATE, CATTLE GUARD CLEANING & MAINTENANCE

Repair, replace or install fence, cattle guards and gates located on or within the Right-of-Way limits. Clean dirt, vegetation or debris from fence line. Also includes any fence taken down and not replaced (with landowner consent, if applicable).

SINGLE POST SIGN - INSTALLATION, MAINTENANCE & REPLACEMENT

Install, replace or repair signs and signpost damaged by accident, vandalism or deterioration. Includes single-posted outdoor advertising sign, mailbox repair, and all breakaway features on signs. Report to this Activity when new signs are being installed where none previously existed or when removing single-posted outdoor advertising signs.

MULTI POST SIGN - INSTALLATION, MAINTENANCE & REPLACEMENT

Install, replace or repair signs and signpost damaged by accident, vandalism or deterioration. Includes two or more posted outdoor advertising sign, mailbox repair, and all breakaway features on signs. Report to this Activity when new signs are being installed where none previously existed or when removing multi-posted outdoor advertising signs.

DELINEATOR, REFERENCE POST INSTALLATION, MAINTENANCE & REPLACEMENT

Install, straighten, paint, clean or replace delineator posts, reflectors, or reference posts to maintain desired traffic control. Includes the posts for delineators and reference posts (mile marker posts) and guardrail and median barrier delineation.

METAL GUARD RAIL MAINTENANCE, INSTALLATION, STRAIGHTENING

New installation, repair, replace, clean or remove rail sections, SRT or Safety end treatments, post and hardware damaged by accident, vandalism or normal deterioration. Includes damaged metal guardrail with straightening machine.

CONCRETE GUARDRAIL MAINTENANCE & INSTALLATION

Repair, installation and maintenance of all concrete guardrail.

BRIDGE/ STRUCTURE PAINTING

Painting of all structural members and railings to prevent deterioration. This will include the preparation for painting. Also includes painting done to cover graffiti.

SNOW REMOVAL & TRACTION APPLICATION (SANDING, DEICERS)

Removing snow, ice and slush from the roadway, shoulders and ramps; plowing or blading with trucks or graders to keep roads open and reduce weather related hazardous driving conditions, including the application of chemicals and abrasives to continuous sections or roadway or isolated spots

EXHIBIT B – LOCAL AGENCY RESOLUTION

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION
(if applicable)**

EXHIBIT C - SAMPLE OPTION LETTER

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date: _____	State Fiscal Year: _____	Option Letter No. _____	Routing # _____
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Vendor name: _____

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by \$ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to \$amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to \$amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to \$amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is \$insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:

JARED S. POLIS, GOVERNOR

By: _____ Date: _____
Stephen Harelson, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

Form date: August 16, 2013

EXHIBIT D – SAMPLE ENCUMBRANCE LETTER

ENCUMBRANCE LETTER

Date: []	State Fiscal Year: []	Encumbrance Letter No. []	Routing #: []
		Orig. IGA: []	PO: []

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year [] .

The amount to be encumbered by this Encumbrance Letter is \$amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$Insert New \$ Amt.

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
 Department of Transportation

By: _____
 Stephen Harelson, P.E., Chief Engineer
 (For) Shoshana M. Lew, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Department of Transportation

Date: _____

**City of Greeley Signature Page
State Highway Maintenance Contract**

Dated this ___ day of _____, _____.

THE CITY OF GREELEY, COLORADO

APPROVED AS TO SUBSTANCE:

By: _____
City Manager

REVIEWED FOR AVAILABILITY OF FUNDS:

By: _____
Director of Finance

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

**CITY OF GREELEY, COLORADO
RESOLUTION _____, 2022**

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO
AN INTERGOVERNMENTAL AGREEMENT WITH
THE COLORADO DEPARTMENT OF TRANSPORTATION FOR
THE MAINTENANCE OF STREETS WITHIN THE CITY OF GREELEY**

WHEREAS, the City currently has an Intergovernmental Agreement ("IGA") with the Colorado Department of Transportation ("CDOT") for the maintenance of 9th Street, 10th Street, and 8th Avenue;

WHEREAS, the IGA is set to expire and City staff requires Council approval to enter into a new IGA in order to continue this long-standing partnership;

WHEREAS, the new IGA addresses the same roads, for which CDOT will pay the City \$1,450 per lane mile annually for snowremoval, pothole repair, minor patching, crack seal, fence and guard rail repair and some major road repair such as overlay, for a total revenue to the City of \$611,403.38 (\$128,716.50 per year x 4.75 years); and

WHEREAS, such IGAs are authorized by C.R.S. §§43-2-103, and 43-2-144; and

WHEREAS, the City and CDOT have agreed to the terms and conditions of the IGA attached hereto and incorporated herein as Exhibit A;

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

Section 1. The City is hereby authorized to enter into an IGA in which CDOT will pay the City for road maintenance performed on 9th Street, 10th Street, and 8th Avenue.

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

Section 3. This Resolution shall become effective immediately upon its passage.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

Council Agenda Summary

January 4, 2021

Agenda Item Number

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9742

Title:

Introduction and first reading of an Ordinance re-authorizing various Boards and Commissions for three years

Summary:

Section 2-8 of the City Charter provides that Council is to review its appointed advisory groups every three years and determine whether the board or commission continues to serve the purpose for which it was created and decide whether or not to authorize its continuance.

This provision was added to the Charter in 2001 and a staggered schedule was developed for reviewing one-third of the groups each year. Reauthorization has been approved for all groups since the addition of this Charter amendment.

The early process for triennial reviews included a Work Session meeting between Council and each Board to discuss Board accomplishments, goals and continued relevance. After several cycles of meeting with Council every three years, boards began preparing a written report for Council's review instead of the verbal report at a Work Session. Currently, Council receives an update of Board activity and plans through the quarterly Department Updates. Any programs or issues a Board or the Council would like discussed has been and can continue to be scheduled as needed.

The attached Ordinance re-authorizes the groups scheduled for a triennial review in 2021. An Ordinance is appropriate for the re-authorization because each group was initially authorized in the same fashion.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a legislative process.

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 introduce the ordinance and schedule the public hearing and second reading for January 18, 2022.

Attachments:

Draft Ordinance

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

AN ORDINANCE RE-AUTHORIZING VARIOUS BOARDS AND COMMISSIONS FOR THREE YEARS

WHEREAS, in November, 2001, Greeley voters approved an amendment to the Home Rule Charter, in Section 2-8 Appointive Boards and Commissions, to require that City Council review its advisory groups every three years to determine whether the board or commission continues to serve the purpose for which it was created and decide whether or not to authorize its continuance; and

WHEREAS, Ordinance No. 59, 2002, was adopted by City Council October 15, 2002, to implement this Charter amendment and thereby created a triennial review schedule for appointive boards and commissions; and

WHEREAS, City Council is prepared to re-authorize these appointive groups for a three-year period.

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

Section 1. The following groups are hereby re-authorized for a period of three years from January 1, 2022, to expire December 31, 2024:

- 1) Construction Trades Advisory & Appeals Board
- 2) Greeley Art Commission
- 3) Greeley/Weld Housing Authority
- 4) Union Colony Civic Center Advisory Board

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

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

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

Mayor

Council Agenda Summary

January 4, 2022

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

Title:

Introduction and first reading of an Ordinance authorizing the acquisition of interests in real property located in Weld County related to the development of the Terry Ranch Potable Water Treatment Plant and Additional Water Transmission Lines and Associated Facilities by purchase or exercise of power of eminent domain pursuant to Section 7 of Article XVI, Section 15 of article II, and Sections 1 and 6 of Article XX of the Colorado Constitution and Colorado Revised Statute § 38-1-101, et seq.
(Terry Ranch Water Supply Project)

Summary:

This ordinance authorizes the acquisition of property interests by purchase or by exercise of power of eminent domain, if deemed necessary, required to construct the Terry Ranch Water Supply Project.

The Terry Ranch Water Supply Project is a water supply and storage project that will help fulfill the water needs of the City's growing population. The project will develop approximately 1.2 million acre-feet of non-tributary groundwater from an underground aquifer located in northwest Weld County. A critical component of this project is the construction of a by-directional transmission pipeline from the Terry Ranch aquifer location to the City's existing water transmission line located near Windsor.

The City anticipates construction of the first phase of this project, which includes the southern six miles of the pipeline, starting in 2022. The future phases of the project, encompassing the remaining 24 miles, are anticipated to reach final design and construction during 2025 to 2040.

The Project will require the acquisition of tracts of fee simple land, permanent easements, and temporary construction easements from properties along the pipeline alignment. City staff have begun discussions with owners within the project area. As the Project progresses, staff will continue to work with owners to meet the goals of the project, address site considerations, and acquire the property interests necessary for the project. Staff fully intend to negotiate in good faith and follow a uniform acquisition process for all affected owners. Authorization for the acquisition of property interests by purchase or by exercise of power of eminent domain, if deemed necessary, is needed to meet the schedule and budget requirements of the project. The Greeley Water Board considered and approved a Board Resolution at their December 15th meeting and recommended Council approval.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	To be negotiated, based upon fair market valuation
What is the annual impact?	No ongoing annual impact
What fund of the City will provide Funding?	422-Water Construction
What is the source of revenue within the fund?	Plant Investment Fees & Water Rates
Is there grant funding for this item?	No
If yes, does this grant require a match?	NA
Is this grant onetime or ongoing?	NA
Additional Comments:	

Legal Issues:

The Colorado Constitution and the Greeley Municipal Code authorize the City to acquire interests in real property for public purposes, including by eminent domain when deemed necessary.

Other Issues and Considerations:

At their December 15, 2021 meeting of the Board, the Greeley Water & Sewer Board approved a Resolution recommending City Council approval authorizing the acquisition of interests in real property necessary for the construction of facilities necessary for the development of the Terry Ranch Project.

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for January 18, 2022.

Attachments:

1. Ordinance
2. Exhibit A to Ordinance – Property Ownership List
3. PowerPoint slides on the matter including project map

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

**AN ORDINANCE AUTHORIZING THE CITY OF GREELEY TO ACQUIRE INTERESTS IN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO RELATED TO THE DEVELOPMENT OF THE TERRY RANCH POTABLE WATER TREATMENT PLANT AND ADDITIONAL WATER TRANSMISSION LINES AND ASSOCIATED FACILITIES BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN, PURSUANT TO SECTION 7 OF ARTICLE XVI, SECTION 15 OF ARTICLE II, AND SECTIONS 1 AND 6 OF ARTICLE XX OF THE COLORADO CONSTITUTION AND CRS §§ 31-15-101, *et seq.*; 38-1-101, *et seq.*
(TERRY RANCH WATER SUPPLY PROJECT)**

WHEREAS, the City of Greeley ("City") is a Colorado home-rule municipality empowered, pursuant to Article II, Section 15, and Article XX, Sections 1 and 6 of the Colorado Constitution, as affirmed by the City's Charter, Sections 1-3, to exercise the power of eminent domain to acquire real property to construct, operate, and maintain transportation systems and other public works and everything required to do so, with the payment of just compensation; and,

WHEREAS, C.R.S. §§ 31-15-101, *et seq.*, and 38-1-101, *et seq.*, provide statutory authority and procedures for the exercise of the power of eminent domain by the City; and

WHEREAS, the City has determined that the development of a potable water treatment plant located on the former Terry Ranch and related additional water transmission lines and associated facilities are needed for the public purpose of delivery of improved potable water services for the City's citizens, and thereby, promote growth; and

WHEREAS, accordingly, the acquisition of interests in real property in Weld County identified and depicted on Exhibit A, attached hereto and incorporated herein, either through purchase or exercise of the City's power of eminent domain, is necessary.

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

Section 1. The City Council hereby finds and determines that it is in the interest of the health, safety, and welfare of the public, serves a public purpose, and is necessary to acquire the real property identified and depicted on Exhibit A.

Section 2. Should City staff be unsuccessful in negotiating a mutual agreement for the purchase of the property, the City Council hereby directs City staff to begin acquisition by eminent domain, including, but not limited to, obtaining immediate possession of the Property, pursuant to the above-named statutes.

Section 3. The City Council hereby ratifies any previous actions by City staff in providing notice of the City's intent to acquire the property and extending an offer to purchase the property. Nothing contained in this ordinance shall be construed as precluding or preventing continued good faith negotiations by City staff in an effort to purchase the property.

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

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

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

Attachment: Exhibit A – Property Ownership Map

PROJECT PARCEL NUMBER	ASSESSOR PARCEL NUMBER	Owner Name	Attn	OWNER ADDRESS	PROPERTY ADDRESS	Legal
3	080706100004	Alden V. Hill/ Deseran Family Revocable Trust		318 S. Grant Ave Fort Collins, CO 80521	35106 County Rd 13 Windsor, CO 80550	5-6N-67W
6	080706100032, 080706400030	Serfer Ventures LLC		4315 E. Harmony Rd Fort Collins, CO 80528	6776 County Rd 74 Windsor, CO 80550	6-6N-67W
7	080705300016, 080705300015, 080705200017	Daniel H. Varra Trustee		35412 County Rd 15 Windsor, CO 80550	Same	5-6N-67W
9, 10	080705200062, 080705200061	James A. Ochsner TRUST		35936 County Rd 15 Windsor, CO 80550	Same	5-6N-67W
13, 15	070532000044, 070532000050	3 Lazy J Ranch LLP	Doug Ochsner	7422 County Rd 74 Windsor, CO 80550	Vacant Land	32-7N-67W
19	070532000049	Kennth L. Hauff		36648 County Rd 15 Windsor, CO 80550	Same	32-7N-67W
20	070532000048	Shawn C. Elworthy		1072 Hawk Ct Windsor, CO 80550	36758 Weld County Rd 15 Windsor, CO 80550	32-7N-67W
22, 23	070532000033, 070529000014	North Windsor Holdings LLC		6355 Fairgrounds Ave STE 300 Windsor, CO 80550	Vacant Land	32-7N-67W
28	070529200040	Larimer & Weld Irrigation Company	Kim Nelson/Aut umn Pinfold	106 Elm Ave Eaton, CO 80615	Vacant Land	29-7N-67W
29	070529200011	Gregory S. Walker		7288 County Rd 78 Windsor, CO 80550	Vacant Land	29-7N-67W
30	070529000001	Winter North Family Partnership		5207 W. 13th Street Rd Greeley, CO 80634	37727 HIGHWAY 257	29-7N-67W
32	070520000019	Marvin L. Heckman Sr.	John Heckman	38105 State Hwy 257 Fort Collins, CO 80524	7525 County Rd 78 Windsor, CO 80550	20-7N-67W
33	070521000020	Alan R. Martens		8019 County Rd 78 Fort Collins, CO 80524	Same	21-7N-67W
34, 36, 38, 40, 42	070521300002, 070521200001, 070516300002, 070516000054, 070521000004	Cactus Hill Ranch Company	Nels Nelson	P.O. Box 691 Windsor, CO 80550	Vacant Land	21-7N-67W
	070516300002	Cactus Hill Ranch Company	Nels Nelson	P.O. Box 691 Windsor, CO 80550		
35	070528000019	George A. Nelson Farm Inc.		8088 County Rd 78 Fort Collins, CO 80524	Same	28-7N-67W

47	070516000016	K & M Company	Tom Moore	P.O. Box 449 Fort Collins, CO 80522	39988 County Road 19 Fort Collins, CO 80524	21-7N-67W
43	070516100063	Silicon Ranch Corporation		222 2nd Ave S. STE 1900 Nashville, TN 37201	Vacant Land	16-7N-67W
46	070516100062	James K. Miller/Gina L. Hergenreder/Marilyn G. Schroeder		39943 County Rd 19 Fort Collins, CO 80524	8850 HWY 14 Fort Collins, CO 80524	16-7N-67W
39	070521200003	City of Thornton		9500 Civic Center Dr. Thornton, CO 80229	Vacant Land	21-7N-67W
49	070510300033	Hitz Financial Group LLC		1001 A East Harmony Rd Unit 410 Fort Collins, CO 80525	9151 HWY 14 Fort Collins, CO 80524	10-7N-67W
52	070510200022	Thomas E. Honn		40525 County Rd 21 Ault, CO 80610	Vacant Land	10-7N-67W
53	070510200023	Michelle King		9152 County Rd 84 Fort Collins, CO 80524	Same	10-7N-67W
54	070503300032	Leslie R. Gelvin		40719 Remington RD Fort Collins, CO 80524	41378 County Rd 19 Fort Collins, CO 80524	3-7N-67W
58	070503200031	Lind Larimer Development Inc.	Kim Dorsey	35291 County Rd 41 Eaton, CO 80615	41378 County Rd 19 Fort Collins, CO 80524	3-7N-67W
61, 64	055533401004, 055533401006	Francisco Valencia		8675 County Rd 86 Fort Collins, CO 80524	8775 County Rd 86 Fort Collins, CO 80524	33-8N-67W
64, 65	055534000009, 055534000013	Diana Frances Varra and Thomas Edward Varra		9080 County Rd 102 Nunn, CO 80648	Vacant Land	33-8N-67W
63	055533401005	Judith A. Okeefe		42251 County Rd 19 Fort Collins, Co 80524	Same	33-8N-67W
99	045327000010	David D. Vankemper		49636 County Rd 19 Nunn, CO 80648	Same	27-9N-67W
100	045327000009	Thomas E. Varra		9080 County Rd 102 Nunn, CO 80648	Same	27-9N-67W
103	045322300015	Brown Compound LLC		9081 County Rd 102 Nunn, CO 80648	Same	22-9N-67W
104	45322300017,	Suzanne Ramsay		9219 County Rd 102 Nunn, CO 80648	Same	22-9N-67W

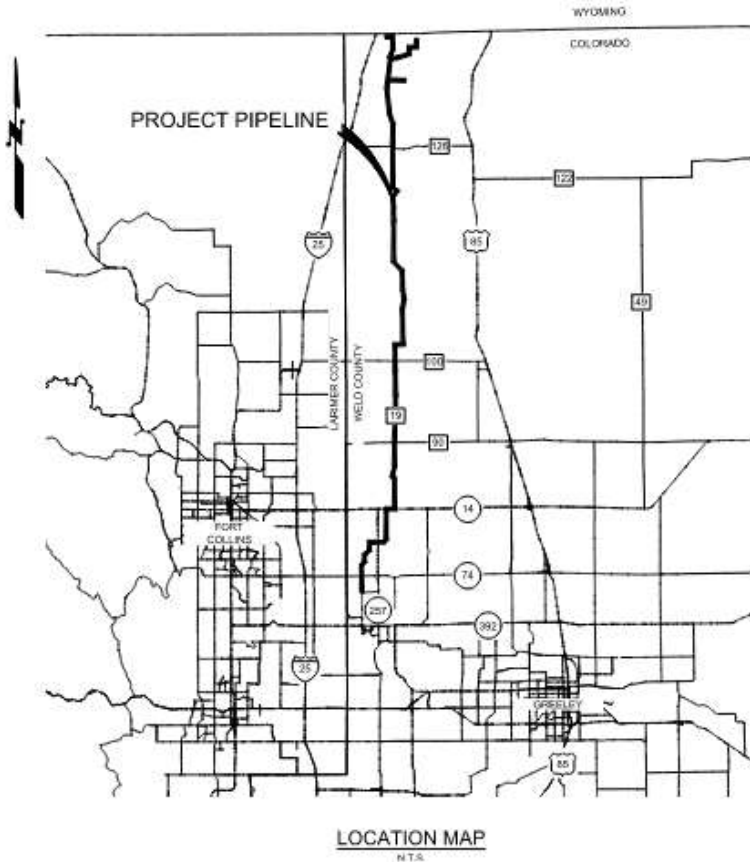
109	045315300010	William L. & Connie K. Kral Faryna Notified 10/1/21 that Connie Passed away in a car accident		P.O. Box 251 Nunn, CO 80648	50585 County Rd 21 Nunn, CO 80648	22-9N-67W
110	045322000006	Connie K. & Matthew J. Faryna Notified 10/1/21 that Connie Passed away in a car accident		50585 County Rd 21 Nunn, CO 80648	Vacant Land	22-9N-67W
112	045315300008	Daryl F. & Cynthia M. Burkhart		P.O. Box 976 Wellington, CO 80549	9309 County Rd 104 Nunn, CO 80648	15-9N-67W
117	045315200018	Willard & Emily Bink		51620 County Rd 19 Nunn, CO 80648	Same	15-9N-67W
119	045315200017	Eric M. & Shannon N. Pflueger		6801 Loudon St. Wellington, CO 80549	51726 County Rd 19 Nunn, CO 80648	15-9N-67W
120	045315200030	Chad R. Wangeline		51984 County Rd 19 Nunn, CO 80648	51980 County Rd 19 Nunn, CO 80648	15-9N-67W
123	045310300025	Rebecca & Don T. Smith		P.O. Box 172 Wellington, CO 80549	9015 County Rd 106 Nunn, CO 80648	10-9N-67W
125	045310300019	Kevin D. Smith		52350 County Rd 19 Carr, CO 80612	Same	10-9N-67W
126	45310400013	Jeffrey Scott & Constance L. Barber		52255 County Rd 21 Nunn, CO 80648	Same	10-9N-67W
127	045310400012	Clyde M. & Mary K. Brown		52485 County Rd 21 Nunn, CO 80648	Same	10-9N-67W
129	045310100011	Rouse Farms CO LP	Jerry K. Rouse	15627 County Rd 108 Nunn, CO 80648	Vacant Land	10-9N-67W
130	045303000005, 030334000006, 030334200007	Laura D. Reck		7150 State Highway 392 Windsor, CO 80550	Vacant Land	3-9N-67W
132	030334300001	Cindy Sharpe		6605 Kremers Lane Laporte, CO 80535	Vacant Land	34-10N-67W
133	030334000006	Sonja Kay Hutchinson		475 Buckeye Ave Eaton, CO 80615	Vacant Land	34-10N-67W
137	030333000002	M. J. Diehl & Sons, Inc	Rodney A. Diehl	14768 NE Frontage Rd Carr, CO 80612	Vacant Land	33-10N-67W

138	030328000001	State of Colorado		1127 N. Sherman St. STE 300 Denver, CO 80203	Vacant Land	28-10N-67W
139	030304000002, 030303200013	Ricky Gallegos		8829 N. County Rd 9 Wellington, CO 80549	Vacant Land	27-10N-67W
141	030321000003	Thomas Marjorie J. Family Trust & Thomas Lloyd E. Family Trust		7900 County Rd 120 Carr, CO 80612	Vacant Land	21-10N-67W
142	030316000001, 030309000005, 020128100008	Thomas Ranch LLC		7900 County Rd 120 Carr, CO 80612	Vacant Land	16-10N-67W
146	030309100004	Larry E. Thomas		7900 County Rd 120 Carr, CO 80612	Vacant Land	9-10N-67W
149		Kevin Sullivan		P.O. Box 1288 Longmont, CO 80502	Vacant Land	33-11N-67W
152	020133100003	Adiba & Ali Akbary		2732 Denver Dr. Fort Collins, CO 80525	Vacant Land	33-11N-67W
153	020128000002	RCR Homestead LLC	Patricia E. Staples	19706 E. Girard Dr. Aurora, CO 80013	Vacant Land	28-11N-67W
90	045334300002	Barnes James Loren Dynasty Trust	Paul Kenny	19 Old Town Sq STE 238 Fort Collins, CO 80524	Vacant Land	34-9N-67W
88	045334200019	James L. Barnes		2862 Deming Blvd Cheyenne, WY 82001	Vacant Land	4-8N-67W
87	055503000006	Rocky Mountain	Joe Evers	P.O. Box 173779 Denver, CO 80217	Vacant Land	3-8N-67W
73	055527000017, 055522000006, 055515000006	Spabs LLC	Alan Klein	4100 E Mississippi Ave STE 500 Glendale, CO 80246	Vacant Land	28-8N-67W
84	055510300006	Troy & Shana Hess		6331 W. 13th St. Rd Greeley, CO 80634	46250 County Rd 19 Ca	10-8N-67W
86	055510200007	Shawn Thomas Howes		9250 County Rd 96 Nunn, CO 80648	Vacant Land	10-8N-67W
		Laramie-Poudre Irrigation Company				27-8N-67W
	045322300016	Shaylee & Tannar Long		9261 County Road 102 Nunn, CO 80648	Same	22-9N-67W
	045322300011	Gregory Phillips & S Michelle Pearson		9353 County Road 102 Nunn, CO 80648	Same	22-9N-67W

	02012100002	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170	8821 County Road 126 Carr Co	
	080331101004	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	005120400004	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	051204000010	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	005121100005	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	005122300002	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	005123100001	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	005125100004	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	005127100005	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	005129100005	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	005134400003	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
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	020103000004	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
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	002105000008	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	002107000005	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	002108000006	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		

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	020111000003	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	020113000004	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	020115000005	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	020117000003	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	201190000001	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	020120100009	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
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	020121000002	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	020122000003	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	020123000002	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	020123000002	Terry Grazing Assn		PO BOX 3170 CHEYENNE, WY 820033170		
	070515200021	City of Thornton				
	070516000015	Miller Bettie & James		39820 Weld County Road 19		
	070516100061	Benson Michele		8765 Weld County Road 80-1/2		
	070516000016	Ruiz Carmelo		39988 Weld County Road 19		
	070516000058	K&M Company		8500 Weld County Road 80-1/2		

Terry Ranch Water Supply Project: Easement Acquisitions and Authorization of Eminent Domain



Presented to
Greeley City Council

January 4th, 2021

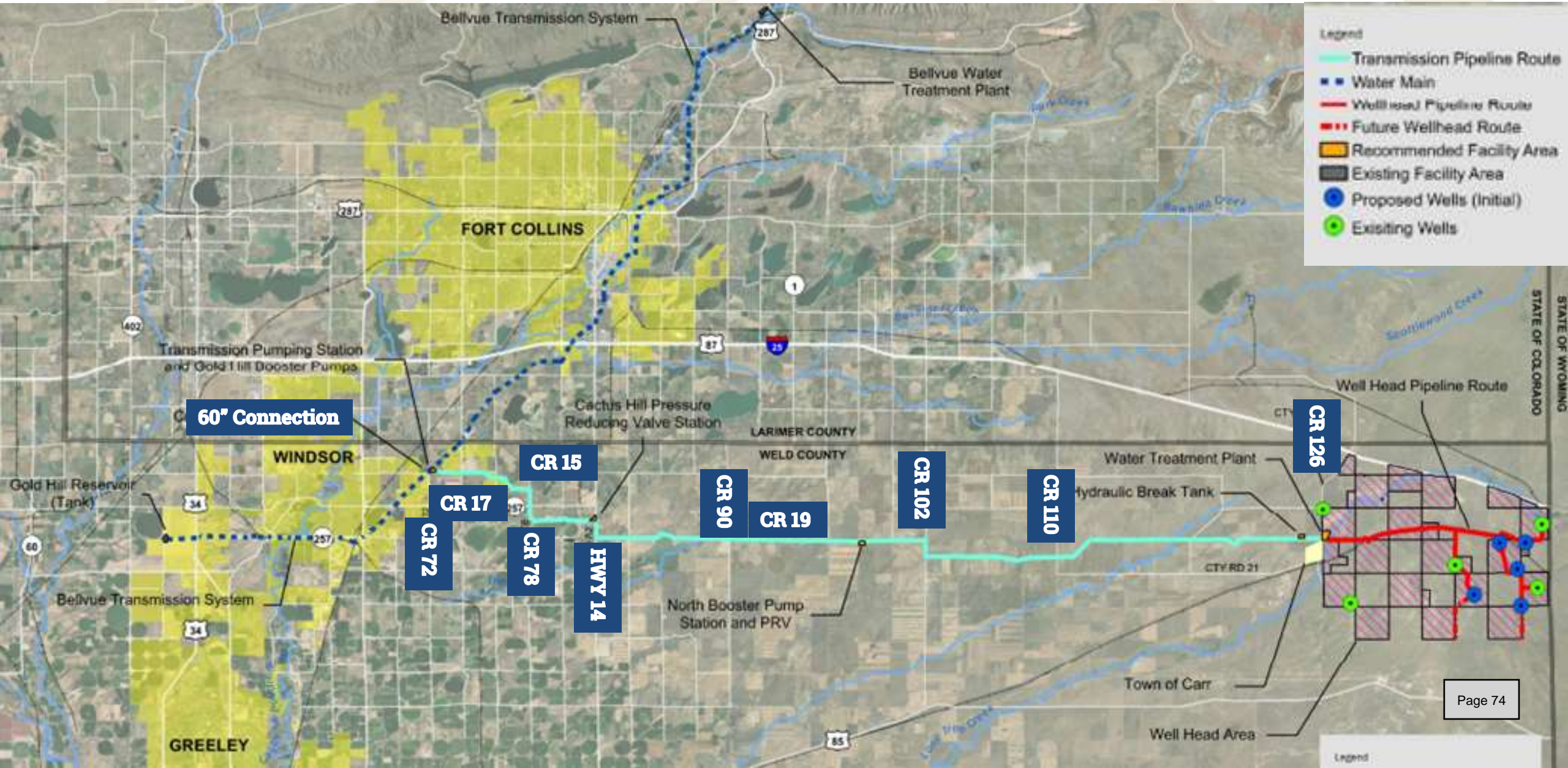
Terry Ranch Sustainable Water Infrastructure Project Overview



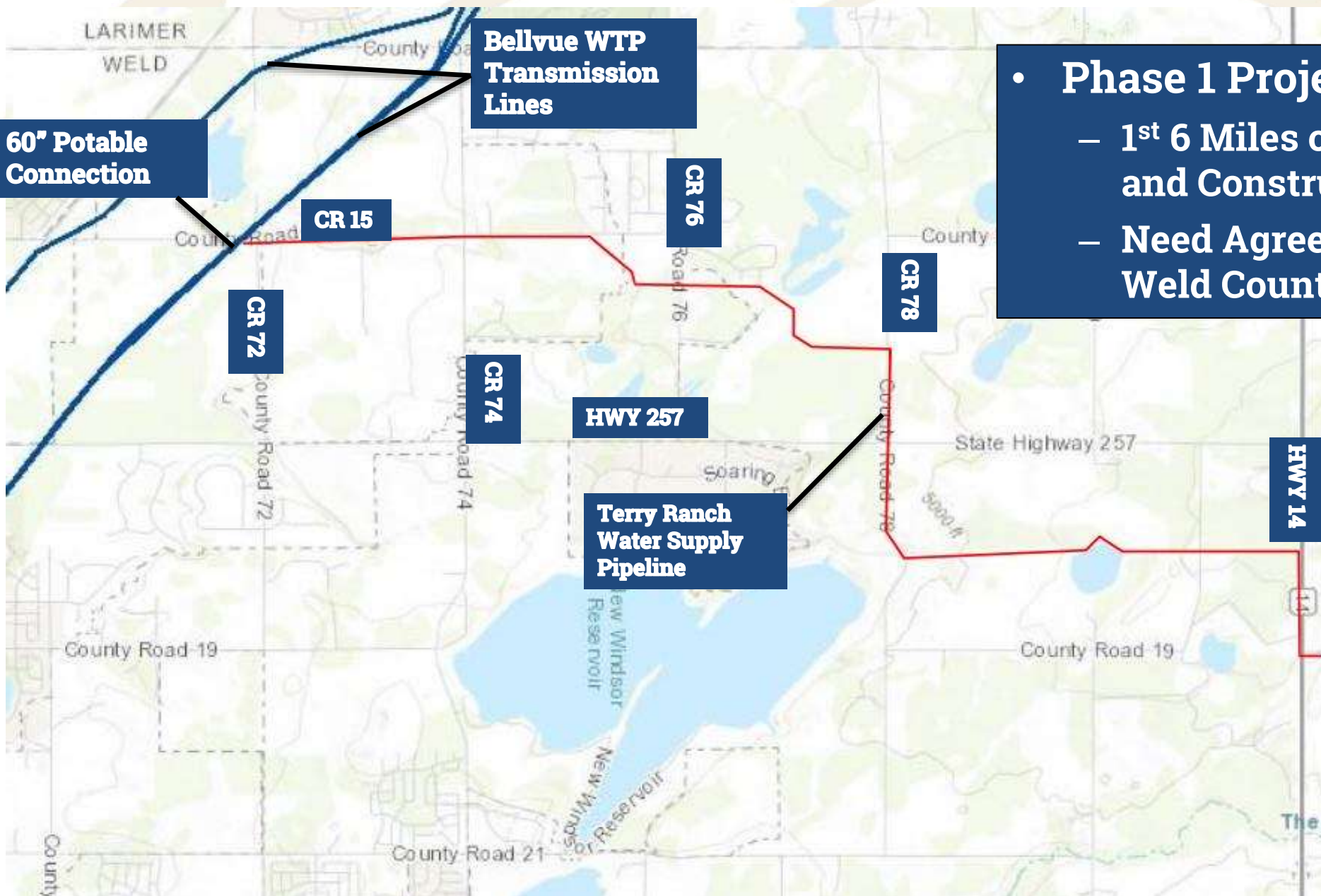
- **Water Infrastructure required**
 - 31 miles of transmission lines
 - 10 miles of well field line
 - 45 wells
 - Storage tanks
 - Water treatment plant
- **Construction of 1st 6 miles Begins Late 2022**
 - Construction anticipated 2022-2025
- **Remaining 24 miles**
 - Final Design and Construction Planned for 2025-2040
- **Construction of 16 wells in 2022/2023**



Terry Ranch Water Supply Project



Terry Ranch Water Supply Project



60" Potable Connection

Bellvue WTP Transmission Lines

CR 72

CR 15

CR 76

CR 74

HWY 257

CR 78

HWY 14

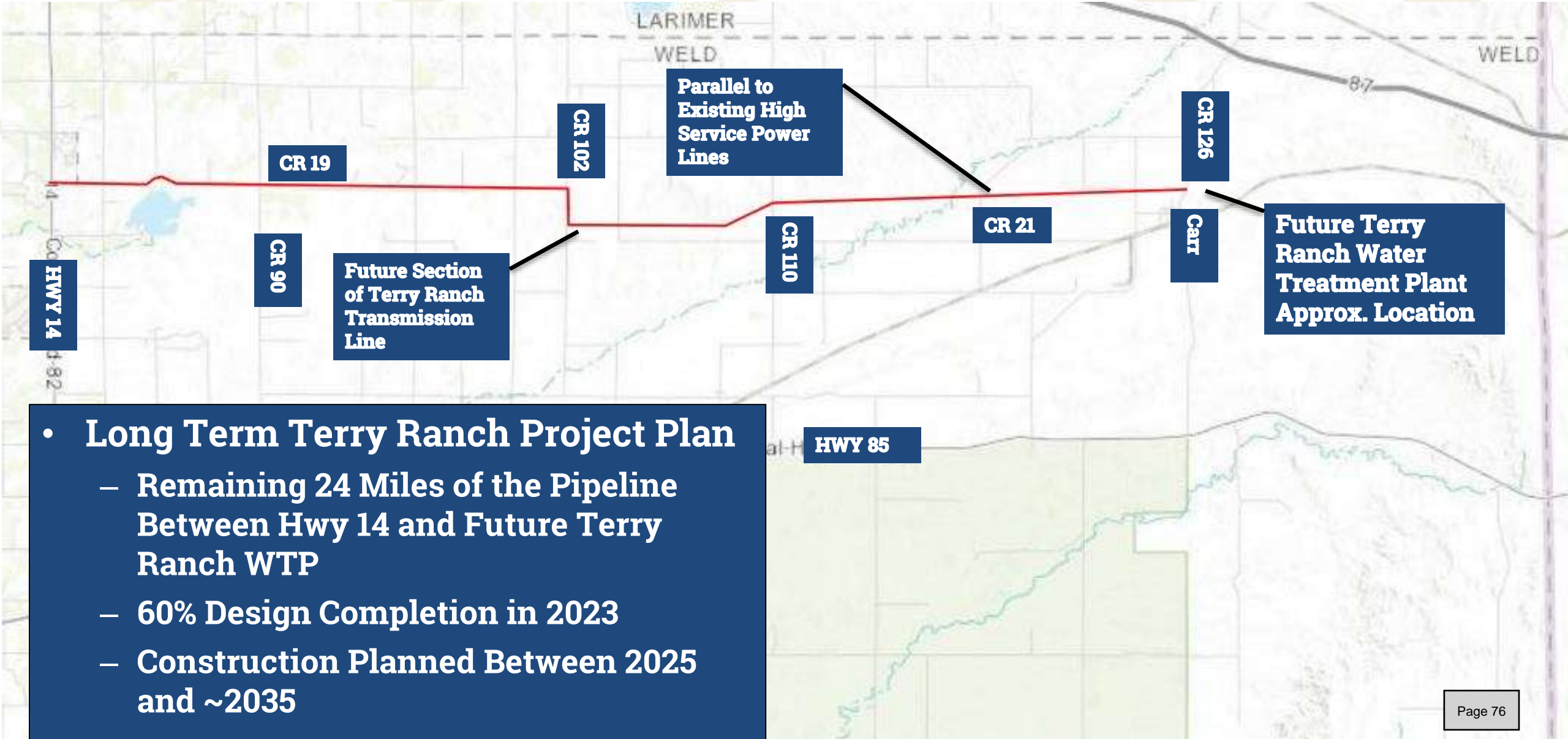
CR 19

Terry Ranch Water Supply Pipeline

- **Phase 1 Project Plan**
 - 1st 6 Miles of the Pipeline Design and Construction Starting in 2022
 - Need Agreement for RoW Use from Weld County and Windsor



Terry Ranch Water Supply Project



- **Long Term Terry Ranch Project Plan**

- Remaining 24 Miles of the Pipeline Between Hwy 14 and Future Terry Ranch WTP
- 60% Design Completion in 2023
- Construction Planned Between 2025 and ~2035

Project Acquisition Needs

The City needs to acquire property interests along the 30-mile pipeline route from property owners in order to construct the project.

- **Property interests may include fee simple tracts, permanent easements, and/or temporary easements as determined by final project plans.**
- **The City uses a uniform acquisition process, in accordance with law, to negotiate in good faith with all affected owners.**
 - **Council authorization is the first step in this process.**

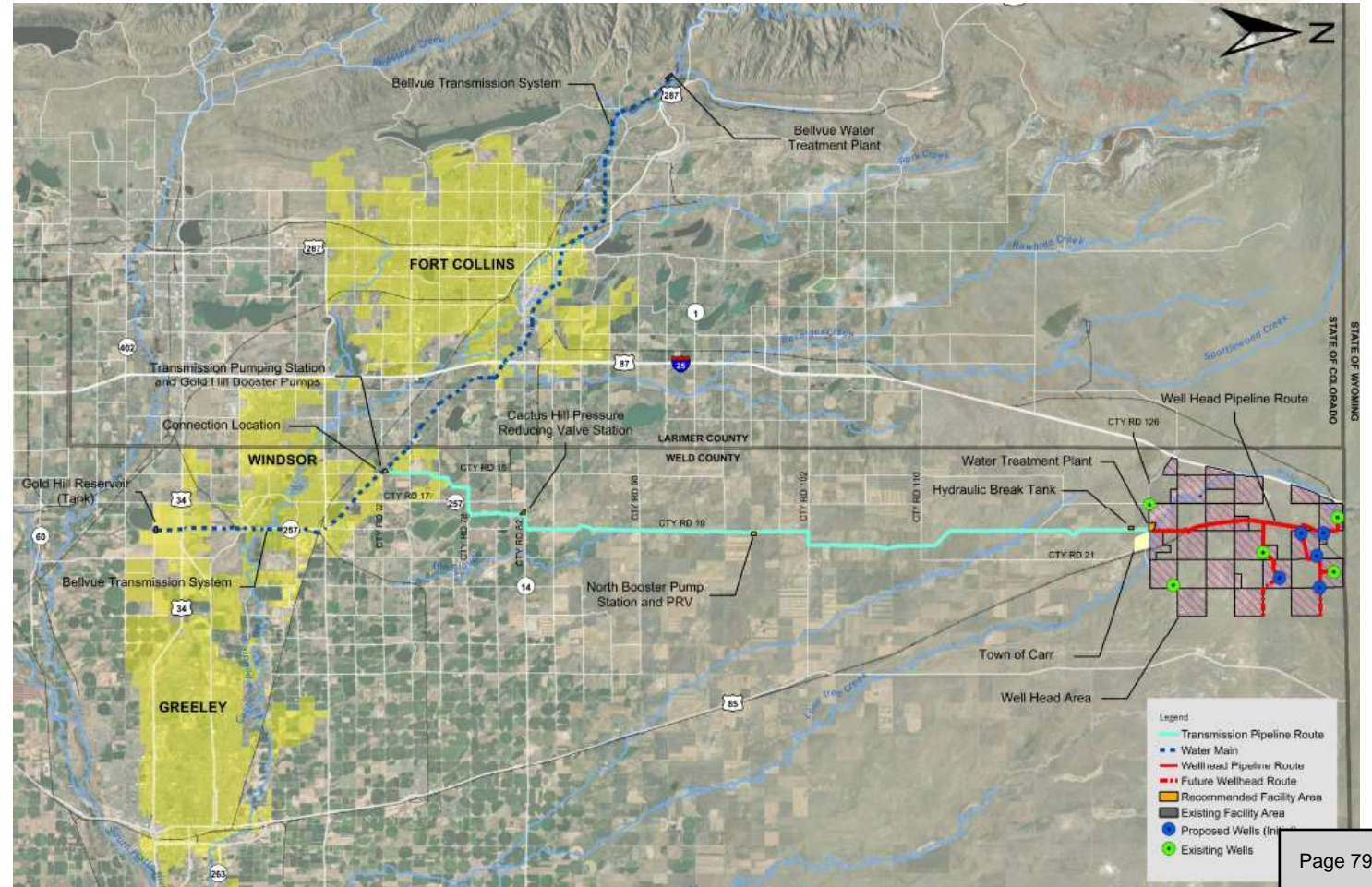
Project Coordination

Land Owner Engagement

- **City project staff have engaged landowners**
- **Will continue to meet with affected property owners to:**
 - **Provide an overview of the project, it's purpose, and schedule**
 - **Attend onsite meetings to understand concerns and any site constraints**
 - **Review the anticipated property interests needed for the project.**
 - **Review the subsurface pipeline easement acquisition process**

Conclusions and Staff Recommendations:

- Water and Sewer Board Approve a Resolution to Acquire Property and Easements for the Terry Ranch Water Supply Project on December 15, 2021
- City Staff Recommends City Council adopt an Ordinance to Acquire Property and Easements for the Terry Ranch Water Supply Project



Questions ?



Council Agenda Summary

January 4, 2022

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9742

Title:

Designating posting sites for notices of City Council meetings

Summary:

The Colorado Open Meetings Act, C.R.S. §24-6-402, includes a requirement that each year a governing body is required to designate public places(s) for posting meeting notices.

Effective July, 2019, changes to this law intend for local governments to transition away from relying on posting physical notices of public meetings in physical locations and toward posting notices on its public website.

Designating the City of Greeley's meeting portal found at <https://greeley-co.municodemeetings.com/> and posted prominently throughout the City's public website, www.greeleygov.com, as the official posting location for meeting notices of the City Council meets the requirements of the Open Meetings Act and is therefore recommended.

C.R.S. §24-6-402 (2)(c)(II) requires designation of a public location for physical notices in the event of exigent or emergency circumstances that may prevent the public from accessing a notice online.

Council had previously designated the bulletin boards in both entrances to City Hall as the official posting sites for physically posting agendas of City Council meetings and work sessions, and these sites also served as locations for posting meeting notices of Council's appointed boards and commissions. With the remodel of City Hall completed in 2020, there are no longer physical bulletin boards accessible to the public at the building entrances. For the purpose of designating a backup physical location for posting, the public lobby of City Hall is recommended.

As the Council discussed when this designation was made in 2021, staff has been pursuing options for physical public postings at City Hall to both meet the requirements of the state statute for a backup physical location for posting and to meet the desire expressed by Council for ongoing accessibility to the public via means that do not require internet access. There are monitors that were installed in the City Hall lobby at the time of the building remodel, in addition to similar displays existing in other City facilities. At this time, a broader organizational approach has not yet been developed to utilizing these tools as part of a communications strategy to include relevant public information from multiple departments. The City Clerk's Office has worked with the Facilities Division in the interim to get access to the City Hall monitor in order to start activating the monitors on a limited basis at this time to manually add Council meeting

content to include publishing each meeting agenda for display in the lobby via this mechanism.

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:

None.

Other Issues and Considerations:

Posting a site designation is required under the Colorado Open Meetings Act.

Strategic Work Program Item or Applicable Council Priority and Goal:

Engaging the Community

Decision Options:

- 1) Designate the City of Greeley's website as the official posting site for meeting notices of the City Council, including agendas of City Council Meetings and Work Sessions, and the public lobby of City Hall as the backup location for such postings.
- or-
- 2) Establish an alternate method of notifying the public of meetings to be held.

Council's Recommended Action:

A motion to Designate the City of Greeley's website as the official posting site for meeting notices of the City Council, including agendas of City Council Meetings and Work Sessions, and the public lobby of City Hall at 1000 10th St as the backup location for such postings.

Attachments:

N/A

Council Agenda Summary

January 4, 2022

Key Staff Contact:

Raymond C. Lee III, Acting City Manager

Paul J. Fetherston, Deputy City Manager for Enterprise Resources

Title:

Consideration of a Resolution appointing Stacey Aurzada to the position of Interim City Clerk

Summary:

Pursuant to Section 3-9 of the City's Municipal Charter, the City Council must consent to the appointment of the City Clerk. In compliance with this Charter provision, the City Manager wishes to appoint Stacey Aurzada to the position of Interim City Clerk to fill the position after the resignation of Anissa Hollingshead who is resigning the position effective the close of business on January 5, 2022 to accept a position with another municipality. It is anticipated that a national recruitment to fill the position of City Clerk will commence in late January.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Up to \$10,200 bonus Backfill costs in City Attorney's Office
What is the annual impact?	
What fund of the City will provide Funding?	General Fund
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 anticipated.

Other Issues and Considerations:

N/A

Applicable Council Priority and Goal:

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

Decision Options:

- 1) Adopt the 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

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

A RESOLUTION APPOINTING STACEY AURZADA TO THE POSITION OF INTERIM CITY CLERK

WHEREAS, the Greeley Municipal Charter establishes the position of City Clerk in Section 3-9; and

WHEREAS, Section 3-9 of the Charter further states that the City Clerk shall be appointed by the City Manager, by and with the advice and consent of the City Council; and

WHEREAS, Anissa Hollingshead has served as the City Clerk since September 28, 2020; and

WHEREAS, Anissa Hollingshead has tendered her resignation effective the close of business on January 5, 2022 to accept a similar position with another municipality; and

WHEREAS, Stacey Aurzada has served in the capacity of Deputy City Attorney for a number of years and during that time has been engaged in the primary areas with the City Clerk's Office: City Council agenda management, boards and commissions, records management, liquor licensing and elections; and

WHEREAS, the Acting City Manager has appointed Stacey Aurzada as Interim City Clerk beginning January 6, 2022; and

WHEREAS, the City Council hereby finds that Stacey Aurzada has the experience in Charter, Code, and Statutory functions required of the City Clerk's Office, and that the City Manager's appointment of Stacey Aurzada to the position of Interim City Clerk is appropriate.

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

Section 1. The City Council consents to the appointment of Stacey Aurzada as the Interim City Clerk of the City of Greeley.

Section 2. The Interim City Clerk shall have the authority to exercise all duties, responsibilities and appointments as may be assigned to her by the Greeley Municipal Charter, the Greeley Municipal Code and the City Manager and Deputy City Managers.

Section 3. This appointment shall continue until such time as a new Resolution is adopted, as required by Section 3-9 of the Greeley Municipal Charter.

Section 4. This Resolution shall be effective no later than January 6, 2022.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

Council Agenda Summary

January 4, 2022

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

Title:

Consideration of a Resolution approving an Intergovernmental Agreement with the Colorado Department of Human Services to enter into the Low-Income Household Water Assistance Program (LIHWAP).

Summary:

The Colorado Department of Human Services has received funding that was released from the U.S. Department of Health and Human Services for a low-income household water bill assistance program. Congress appropriated funding through the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act of 2021 to fund a water bill assistance program to any household in need who qualifies for energy assistance through the Low-Income Energy Assistance Program (LEAP). LIHWAP was developed in recognition that water bill assistance is just as critical as energy bill assistance for low-income households. The benefit to Greeley's water customers who qualify for assistance through LIHWAP is the program will cover or reduce the amount the customer is delinquent on their water bill and the City of Greeley water enterprise will benefit by recovering revenue that likely otherwise would not be paid. Before Greeley's water customers can benefit from this new program, the Colorado Department of Human Services and the City of Greeley need to enter into an Intergovernmental Agreement that defines how the state will coordinate the payment of funds to Greeley and how Greeley will apply those funds to water customers' accounts.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Unknown revenue
What is the annual impact?	Unknown revenue
What fund of the City will provide Funding?	No City funding needed
What is the source of revenue within the fund?	Water rates/fees and limited grant revenue
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	No
Is this grant onetime or ongoing?	Ongoing while federal funding is available
Additional Comments:	

Legal Issues:

This is an intergovernmental agreement that requires City Council approval in accordance with Sec. 2-186 and Sec. 2-461 of the Greeley Municipal Code.

Other Issues and Considerations:

None

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

- 1) Adopt the 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:

Intergovernmental Agreement – Low-Income Household Water Assistance Program
vendor agreement
PowerPoint

CITY OF GREELEY, COLORADO

RESOLUTION NO.____, 2022

A RESOLUTION OF THE CITY COUNCIL OF GREELEY, COLORADO AUTHORIZING AN INTERGOVERNMENTAL WATER VENDOR AGREEMENT BETWEEN THE STATE OF COLORADO AND THE CITY OF GREELEY, COLORADO FOR PARTICIPATION IN THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

WHEREAS, the City of Greeley ("Greeley") is authorized by Section 3-5 of the Greeley City Charter and Sections 2-186 and 2-461 of the Greeley Municipal Code to enter into contracts with other governmental entities for the performance of cooperative or joint activities; and

WHEREAS, the Consolidated Appropriations Act, 2021 (P.L. No. 116-260) and the American Rescue Plan Act of 2021 (P.L. No. 117-2) (collectively, the "Act") provide for household drinking water and wastewater assistance to eligible households; and

WHEREAS, the purpose of Colorado's Low-Income Household Water Assistance Program (LIHWAP) is to help low-income Coloradans meet their drinking water and wastewater costs; and

WHEREAS, Greeley and the State of Colorado, Department of Human Services ("State"), desire to establish an arrangement to carry out the provisions of the Act and to assure that funds available under THE Act are used in accordance therewith; and

WHEREAS, it is in the best interest of the citizens of Greeley for the City to enter into the Water Vendor Agreement with the State.

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

Section 1. The City of Greeley, Colorado is authorized to enter into Water Vendor Agreement, in the form attached hereto and incorporated herein as Exhibit A.

Section 2. The City Manager is authorized to execute and City staff is authorized to carryout and effectuate the terms of the Water Vendor Agreement.

Section 3. City staff is hereby authorized to make changes and modifications to the Water Vendor Agreement, so long as the substance remains unchanged.

Section 4. This Resolution shall become effective immediately upon its passage and signature.

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

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

APPROVED WATER VENDOR INFORMATION

1. Enter the complete vendor/business name: _____

2. Enter the company FEIN (Federal Identification Number): _____

3. Enter the business mailing address (including zip code): _____

4. Enter the names direct phone numbers and email addresses of at least two contacts for your business:

Name: _____ Email: _____ Phone: _____

Name: _____ Email: _____ Phone: _____

5. Indicate which water services you provide:

- Drinking Water Waste Water

Please place a check by the Colorado counties you serve:

(01) Adams	___	(17) Dolores	___	(33) Lake	___	(49) Pitkin	___
(02) Alamosa	___	(18) Douglas	___	(34) La Plata	___	(50) Prowers	___
(03) Arapahoe	___	(19) Eagle	___	(35) Larimer	___	(51) Pueblo	___
(04) Archuleta	___	(20) Elbert	___	(36) Las Animas	___	(52) Rio Blanco	___
(05) Baca	___	(21) El Paso	___	(37) Lincoln	___	(53) Rio Grande	___
(06) Bent	___	(22) Fremont	___	(38) Logan	___	(54) Routt	___
(07) Boulder	___	(23) Garfield	___	(39) Mesa	___	(55) Saguache	___
(08) Chaffee	___	(24) Gilpin	___	(40) Mineral	___	(56) San Juan	___
(09) Cheyenne	___	(25) Grand	___	(41) Moffat	___	(57) San Miguel	___
(10) Clear Creek	___	(26) Gunnison	___	(42) Montezuma	___	(58) Sedgwick	___
(11) Conejos	___	(27) Hinsdale	___	(43) Montrose	___	(59) Summit	___
(12) Costilla	___	(28) Huerfano	___	(44) Morgan	___	(60) Teller	___
(13) Crowley	___	(29) Jackson	___	(45) Otero	___	(61) Washington	___
(14) Custer	___	(30) Jefferson	___	(46) Ouray	___	(62) Weld	___
(15) Delta	___	(31) Kiowa	___	(47) Park	___	(63) Yuma	___
(16) Denver	___	(32) Kit Carson	___	(48) Phillips	___	(80) Broomfield	___

LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) WATER VENDOR AGREEMENT

Agreement made by and between the State of Colorado, Department of Human Services (hereinafter referred to as the State) and

(hereinafter referred to as the Vendor)

Persons signing for the Vendor hereby swear and affirm that they are authorized to act on the Vendor’s behalf and acknowledge that the State is relying on their representations to that effect. By the signature below, the Vendor acknowledges that it has read, understands, and agrees to this Agreement.

Vendor Representative Name	Vendor Signature	Date
----------------------------	------------------	------

WHEREAS, the Consolidated Appropriations Act, 2021 (P.L. No. 116-260) and the American Rescue Plan Act of 2021 (P.L. No. 117-2) provide for household drinking water and wastewater assistance to eligible households; and

WHEREAS, the purpose of Colorado’s Low-Income Household Water Assistance Program (LIHWAP) is to help low-income Coloradans meet their drinking water and wastewater costs; and

WHEREAS, the parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith,

NOW, therefore it is hereby mutually agreed:

- A. Offer/Acceptance. This LIHWAP Water Vendor Agreement (“Agreement”) is between the State and the Vendor. This Agreement is effective upon the Vendor’s signature and performance shall start on or after October 1, 2021 and terminates no later than September 30, 2026.
- B. Purpose. This Agreement shall govern the purchase of water services from the Vendor on behalf of households eligible for the LIHWAP. As set by Term Eleven in the supplemental terms and conditions (see Exhibit A), Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the State and the Vendor for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.
- C. The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low Income Household Water Assistance Program supplemental terms and conditions, Exhibit A.

D. The Vendor agrees to abide by the following provisions:

1. The Vendor shall not treat a household receiving assistance under the program adversely because of such assistance.
2. The Vendor attests that it is a publicly-owned entity managed by a local or state government or through a public-private partnership.
3. The Vendor shall not discriminate, either in the cost of the goods supplied or the services provided, against the household on whose behalf payments are made.
4. The Vendor shall notify the State at least 30 days prior to any change in business ownership, name, address, Vendor contact information and banking information.
5. The Vendor shall provide drinking water and/or waste water billing, consumption, and arrearages data for each eligible household upon the State's request. The Vendor shall establish a dedicated point of contact to respond to requests for such data.
6. Upon receipt of LIHWAP assistance benefits from the State on behalf of an eligible household, the Vendor shall credit the eligible household's account promptly and no later than ten (10) business days after a payment is received and maintain service for at least 30 days after notification of the LIHWAP benefit payment. If service has been disconnected, the Vendor shall restore service within 48 hours of notification of the LIHWAP benefit payment.
7. The Vendor shall allow all LIHWAP credit balances to remain on the eligible household's account until the LIHWAP benefit has been exhausted. If the eligible household no longer uses the originally approved Vendor shall forward the credit to the eligible household. If the eligible household cannot be located, the Vendor shall return the credit to the State.
8. The Vendor shall return any payments that cannot be credited to an account within ten (10) business days to the State.
9. Upon notification by the State or its designee(s) or discovery by the Vendor of incorrect payments or overpayments, the Vendor shall reimburse those payments to the State within ten (10) business days.
10. The Vendor shall accompany all payments returned to the State with the Vendor name, the household's name, the household account number, the amount returned on behalf of the household and the date and reason for return by the Vendor. Checks returned to the State shall be made out to "Colorado Department of Human Services."
11. The Vendor shall charge the eligible household, in the Vendor's normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant.
12. The Vendor shall maintain confidentiality of information provided by the State and its designee(s), about a household's benefit in accordance with applicable Federal and State Laws.
13. The Vendor shall never request personal health information (PHI) from the State. Should the Vendor

- obtain PHI from the State or its designees, it shall immediately report receipt of such information to the State and shall immediately return or destroy the PHI. It shall certify in writing to the State that such PHI has been destroyed. If the Vendor believes that returning or destroying the PHI is not feasible, the Vendor shall promptly provide the State with notice of the conditions making return or destruction infeasible. The Vendor shall continue to extend the protections of Sections D(10) and E(5) of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.
14. If the Vendor has sent the LIHWAP credit balance funds to the household, and a recovery is necessary, the State will recover from the household, not the Vendor.
 15. The Vendor shall report any financial fraud or abuse or misconduct in the administration of LIHWAP to the State. The Vendor shall cooperate with all State investigations of suspected fraud or abuse or misconduct. The Vendor may be prosecuted under applicable Federal and State laws for false claims, statements or documents or concealment of material fact.
 16. All other requirements of Federal and State laws and regulations shall be adhered to.
 17. The Vendor shall establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice for inspection, audit or other examination and copying, by State representatives or their delegates. Such records shall show the amount of drinking water and waste water delivered to each eligible household, the amount of payments made for drinking water and waste water by such eligible households, the dollar value of credit received on behalf of each eligible household, the balance of available benefits and water costs, and all documents and calculations in establishing the estimated drinking and waste water costs and arrears. All records shall be maintained for a period of three (3) years following the termination of this Agreement. The State, or its designee, reserves the right to monitor the implementation of this Agreement by the Vendor.
 18. The Vendor shall provide regular written reconciliation to the State verifying that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
 19. Non-compliance by the Vendor with any of the above assurances of this Agreement or applicable law or regulations shall be grounds for immediate termination of this Agreement. Such termination shall include termination of payments on behalf of eligible households and immediate return of credit balances or refunds owed to the State. Such termination is in addition to all other legal remedies available to the State, including investigation or prosecution of fraud in connection with this agreement.
 20. All Vendors shall establish an account with a financial institution to receive payments via physical warrants or direct deposit through electronic funds transfer (EFT). The Vendor shall inform the State of any changes in banking information immediately upon the change.
 21. LIHWAP assistance benefit payments shall not be made to the Vendor on behalf of an eligible household if:

- i. The eligible household does not pay the Vendor directly for its drinking water or waste water; or
- ii. The LIHWAP benefit will not prevent disconnection or result in restoration of services; or
- iii. This Agreement has not been executed or has expired or been terminated; or
- iv. The eligible household's Vendor cannot be determined or feasibly paid on behalf of the eligible household.

E. The State shall itself or through its designee:

- 1. Promptly advise the Vendor of the name, address, account number, and amount to credit to the account of each eligible household;
- 2. Notify all eligible households of the amount of LIHWAP assistance to be made on their behalf to the Vendor;
- 3. Make timely payments to the Vendor for credit to eligible households for drinking water and waste water supplied in accordance with the terms of this Agreement; and
- 4. Promptly notify the Vendor of all pertinent changes in this program caused by changes in applicable law, regulations, or technology.
- 5. The State and its designees shall never transmit PHI to the Vendor. In the event that PHI is shared, the State will confirm that such information is immediately returned or destroyed by the Vendor, in accordance with Section C(11) of this Agreement.

F. General Provisions:

- 1. The term of this Agreement shall be October 1, 2021 (or upon signed approval of this Agreement by the Vendor, whichever is later) through September 30, 2026.
- 2. This Agreement is subject to and contingent upon the continuing availability of federal funds. If insufficient funds, as determined by the State, are available for this program, the State may immediately terminate this Agreement.
- 3. This Agreement may be terminated by either party upon 30 days prior written notice to the other party sent by certified or registered mail.
- 4. The Vendor may not assign this Agreement without the prior written consent of the State.
- 5. The Vendor shall comply with all applicable Federal and State laws and regulations, including confidentiality of all records, termination and restoration of drinking water and waste water services, and discrimination. The Vendor certifies that it has all licenses, insurance, and so on required by law for the provision of services hereunder.
- 6. If a situation arises that is not clearly covered by the terms of this Agreement, the Vendor shall seek guidance from the State.

From: Kullen - CDHS, Theresa <theresa.kullen@state.co.us>

Sent: Monday, November 8, 2021 11:46 AM

Subject: [EXTERNAL] Clarification on LIHWAP Vendor Agreement

Dear Potential Water Vendor,

I have heard many concerns from many potential water vendors that agreeing to leave an account connected for 90 days is unreasonable and does not meet your needs once receiving our commitment for payment. This is official notification that the agreement will require a vendor to provide continued service for 30 days/your regular disconnection policies and will no longer require a 90 commitment on your part, (Please retain this email with your vendor agreement.)

In addition, we have many eligibility technicians across the state that are calling water vendors to get past due amounts and I want to thank you for working with us. **PLEASE REMEMBER THAT YOU DO NOT HAVE A COMMIT FROM US TO PAY THAT AMOUNT UNTIL WE HAVE THE WATER VENDOR AGREEMENT FROM YOU ON FILE AT THE STATE LIHWAP OFFICE.**

Please do not respond to this email and if you have any questions please email

cdhs_lihwap_program@state.co.us

If you have already submitted your water vendor agreement you do not need to do anything else. Again, thank you very much for participating with us in the program and helping to keep the safety and well being of our Colorado households intact. Theresa

--

Theresa Kullen
LEAP and LIHWAP Manager



Cell Phone 720.788.8050
1575 Sherman Street, Denver CO 80203
theresa.kullen@state.co.us | www.colorado.gov/cdhs/leap

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CAUTION: This email is from an **external** source. Ensure you trust this sender before clicking on any links or attachments.

EFT DIRECT DEPOSIT AUTHORIZATION FORM



COLORADO

Office of the State Controller

Department of Personnel & Administration

SECTION I (DEPARTMENT USE) - PAYOR, STATE INFORMATION

STATE DEPARTMENT _____ VCUST# _____
 MAILING ADDRESS _____ ADDRESS ID _____
 CITY, STATE, ZIP _____ VERIFIED BY _____
 DEPARTMENT CONTACT _____
 EMAIL _____ PHONE _____

SECTION II - PAYEE, VENDOR INFORMATION

VENDOR NAME _____ PHONE _____
 D/B/A (DOING BUSINESS AS, OPTIONAL) _____
 MAILING ADDRESS _____
 CITY, STATE, ZIP _____
 EMAIL (FOR REMITTANCE ADVICE) _____

SECTION III - DEPOSITORY FINANCIAL INSTITUTION AND ACCOUNT INFORMATION

INCLUDE A VOIDED CHECK (NOT A TEMPORARY CHECK OR DEPOSIT SLIP) OR SIGNED BANK LETTER THAT INCLUDES ALL INFORMATION REQUESTED IN THIS SECTION

BANK NAME _____ BRANCH ADDRESS _____
 ROUTING NUMBER _____ ACCOUNT NUMBER _____
 ACCOUNT TYPE CHECKING SAVINGS FOR FURTHER CREDIT (OPTIONAL) _____
 PAYEE TAXPAYER ID NUMBER (SSN OR EIN, NO DASHES) _____
 SHOULD ALL STATE OF COLORADO PAYMENTS TO THIS TAXPAYER ID USE THIS BANK ACCOUNT? YES NO
 IF NO, PLEASE EXPLAIN _____

SECTION IV - AUTHORIZATION FOR DIRECT DEPOSIT SET UP, CHANGE, OR CANCEL

SET UP CHANGE CANCEL **FOR CHANGES ONLY**, PLEASE PROVIDE EXISTING ROUTING & ACCOUNT NUMBER

ROUTING NUMBER _____ EXISTING ACCOUNT NUMBER _____

I certify that I have the authority to execute this authorization. I hereby authorize the State of Colorado to initiate, change, or cancel EFT credit entries (deposits) and if necessary to reverse any incorrect EFT payments made in error to the bank account indicated above. In the event a reversal cannot be implemented, I understand the State will utilize any other lawful means to recover the deposited funds to which the payee was not entitled. This authorization is to remain in full force until the State has received written notification of cancellation in such time as to afford a reasonable opportunity to act on it.

PRINTED NAME _____ TITLE _____

SIGNATURE _____ DATE _____



ADMINISTRATION FOR
CHILDREN & FAMILIES

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. **Project Period.** The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. **Liquidation Deadline.** All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
- a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
- a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

- c. the number and income levels of households assisted by this award;
 - d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);

or
 - ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor’s Authorized Official

Name of State/Territory: _____

LIHWAP State/Territory Lead Agency: _____

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

X

Governor's Authorized Official

Resolution Approving an IGA with CO Dept of Human Services for Low-Income Water Assistance

City Council | January 4, 2022



Background

- **Colorado Department of Human Services (CDHS) received funding from the U.S. Department of Health and Human Services to implement a low-income household water assistance program**
- **The Low-Income Household Water Assistance Program (LIHWAP) was created as a partner to the Low-Income Energy Assistance Program (LEAP)**

Program Details

- **Water customer applies with an addendum through LEAP**
- **Same income criteria (see table)**
- **CDHS and the City of Greeley need an agreement in place to utilize the funding**
 - **Funding would be paid directly from the state to Greeley on the water customer's behalf**

Household Size	Maximum Gross Monthly Income
1	\$2,759
2	\$3,608
3	\$4,457
4	\$5,306
5	\$6,155
6	\$7,003
7	\$7,163
8	\$7,322
Each Additional Person	\$159

Timing

- **Funding can start flowing from CDHS to Greeley as soon as this IGA is in place**
- **Current residential balance 30/60/90+ days past due = \$1.087M**
 - **Some portion of this balance would be paid to Greeley through LIHWAP funds on the water customer's behalf**
 - **Unknown how much, but likely a relatively small portion**

Conclusions

Recommend Approval

- **LIHWAP is an excellent resource for low-income Greeley water customers to receive assistance**
- **Program is administered by CDHS**
- **No Greeley funds are needed**
 - **Minimal administrative impact for Greeley staff**
 - **Helping struggling families to get back on track has a positive impact on city customer serve and financials**



Council Agenda Summary

January 4, 2022

Agenda Item Number

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. Water and Sewer Department Staff, in partnership with the Finance
Department and the City's Financial Advisor, have reviewed and approved the debt
service requirements of the proposed bond issuance in alignment with the rate
structure approved by City Council. The proposed issuance of these bonds also
maintains an appropriate bonding capacity of the Sewer Enterprise fund for future
bond issuances in accordance with the approved Water and Sewer Capital
Improvement Plan. The Water and Sewer Board has also approved the issuance of
these bonds 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:

Resolution

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"), acting by and through the Enterprise (as defined below), 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—\$22,200,000*

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 \$22,200,000,* 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 4, 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:

* Preliminary; subject to adjustment as hereinafter permitted.

Maturity Date	Principal Amount¹
August 1, 2022	\$1,115,000
August 1, 2023	730,000
August 1, 2024	755,000
August 1, 2025	785,000
August 1, 2026	820,000
August 1, 2027	850,000
August 1, 2028	885,000
August 1, 2029	920,000
August 1, 2030	960,000
August 1, 2031	995,000
August 1, 2032	1,035,000
August 1, 2033	1,075,000
August 1, 2034	1,110,000
August 1, 2035	1,145,000
August 1, 2036	1,175,000
August 1, 2037	1,215,000
August 1, 2038	1,250,000
August 1, 2039	1,285,000
August 1, 2040	1,325,000
August 1, 2041	1,365,000
August 1, 2042	1,405,000

¹ Preliminary; 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, 2022 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, 2033 are subject to prior redemption at the option of the City, in whole or in part, on August 1, 2032 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 Zions Bancorporation, National Association, 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 subject to approval 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 4, 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—\$22,200,000*

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 \$22,200,000.* The Series 2022 Bonds will be dated the date of their

* Preliminary; subject to possible adjustment as described below under the caption "Maturities; Possible Principal Adjustment."

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 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:

Maturity Date	Principal Amount¹
August 1, 2022	\$1,115,000
August 1, 2023	730,000
August 1, 2024	755,000
August 1, 2025	785,000
August 1, 2026	820,000
August 1, 2027	850,000
August 1, 2028	885,000
August 1, 2029	920,000
August 1, 2030	960,000
August 1, 2031	995,000
August 1, 2032	1,035,000
August 1, 2033	1,075,000
August 1, 2034	1,110,000
August 1, 2035	1,145,000
August 1, 2036	1,175,000
August 1, 2037	1,215,000
August 1, 2038	1,250,000
August 1, 2039	1,285,000
August 1, 2040	1,325,000
August 1, 2041	1,365,000
August 1, 2042	1,405,000

¹ Preliminary; 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, 2033 are subject to redemption prior to their respective maturities at the option of the City, in whole or in part, on August 1, 2032 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 Zions Bancorporation, National Association, 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, 2022 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 \$220,000 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 24, 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 24, 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 and at 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 subject to approval 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 4, 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 final terms 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. The effectuation of this resolution shall be subject to the supervision of the City Manager of the City, and the City Manager is hereby directed to give all orders, directions, instructions and authorizations to City personnel as may be necessary or appropriate to accomplish the purposes of this resolution.

Section 8. All resolutions, motions, orders, bylaws, rules or regulations, or parts thereof, in conflict with this resolution are hereby repealed only to the extent of such inconsistency.

Section 9. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining parts or provisions of this resolution.

Section 10. This resolution shall take effect immediately upon its passage.

[Remainder of Page Left Intentionally Blank]

INTRODUCED, PASSED AND ADOPTED this JANUARY __, 2022.

ATTEST:

THE CITY OF GREELEY

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

January 4, 2022

Agenda Item Number

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

Title:

Consideration of a Resolution concerning the proposed City Of Greeley, Colorado, Water Revenue Refunding And Improvement 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. Water and Sewer Department Staff, in partnership with the Finance Department and the City's Financial Advisor, have reviewed and approved the debt service requirements of the proposed bond issuance in alignment with the rate structure approved by City Council. The proposed issuance of these bonds also maintains an appropriate bonding capacity of the Water Enterprise fund for future bond issuances in accordance with the approved Water and Sewer Capital Improvement Plan. The Water and Sewer Board has also approved the issuance of these bonds 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:

Resolution

RESOLUTION NO. ___, 2022**A RESOLUTION CONCERNING THE PROPOSED CITY OF GREELEY, COLORADO, WATER REVENUE REFUNDING AND IMPROVEMENT 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"), acting by and through the Enterprise (as defined below), has determined, and hereby determines, that it is advantageous and favorable to the City that the City's Water Revenue Refunding and Improvement 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 REFUNDING AND IMPROVEMENT BONDS
SERIES 2022—\$65,830,000*

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 Refunding and Improvement Bonds, Series 2022" (the "Series 2022 Bonds") in the aggregate principal amount of \$65,830,000,* 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 4, 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:

* Preliminary; subject to possible adjustment as provided in the below-described Official Notice.

Maturity Date	Principal Amount ¹
August 1, 2022	\$3,765,000
August 1, 2023	2,845,000
August 1, 2024	2,960,000
August 1, 2025	3,075,000
August 1, 2026	3,195,000
August 1, 2027	3,325,000
August 1, 2028	3,455,000
August 1, 2029	3,595,000
August 1, 2030	3,740,000
August 1, 2031	3,885,000
August 1, 2032	2,475,000
August 1, 2033	2,575,000
August 1, 2034	2,650,000
August 1, 2035	2,730,000
August 1, 2036	2,815,000
August 1, 2037	2,900,000
August 1, 2038	2,985,000
August 1, 2039	3,075,000
August 1, 2040	3,165,000
August 1, 2041	3,260,000
August 1, 2042	3,360,000

¹ Preliminary; 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, 2022 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, 2033 are subject to prior redemption at the option of the City, in whole or in part, on August 1, 2032 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 Zions Bancorporation, National Association, 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 or other electronic means acceptable to the City 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 subject to approval 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 4, 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 REFUNDING AND IMPROVEMENT BONDS
SERIES 2022—\$65,830,000*

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 Refunding and Improvement Bonds, Series 2022” (the “Series 2022 Bonds”) in the aggregate principal amount of \$65,830,000.* 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.

* Preliminary; subject to possible adjustment as described below under the caption “Maturities; Possible Principal Adjustment.”

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 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:

Maturity Date	Principal Amount ¹
August 1, 2022	\$3,765,000
August 1, 2023	2,845,000
August 1, 2024	2,960,000
August 1, 2025	3,075,000
August 1, 2026	3,195,000
August 1, 2027	3,325,000
August 1, 2028	3,455,000
August 1, 2029	3,595,000
August 1, 2030	3,740,000
August 1, 2031	3,885,000
August 1, 2032	2,475,000
August 1, 2033	2,575,000
August 1, 2034	2,650,000
August 1, 2035	2,730,000
August 1, 2036	2,815,000
August 1, 2037	2,900,000
August 1, 2038	2,985,000
August 1, 2039	3,075,000
August 1, 2040	3,165,000
August 1, 2041	3,260,000
August 1, 2042	3,360,000

¹ Preliminary; 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, 2033 are subject to redemption prior to their respective maturities at the option of the City, in whole or in part, on August 1, 2032 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 Zions Bancorporation, National Association, 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, 2022 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 \$650,000 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 24, 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 24, 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 and at 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 subject to approval 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 4, 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 final terms 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. 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.

INTRODUCED, PASSED AND ADOPTED this JANUARY __, 2022.

ATTEST:

THE CITY OF GREELEY

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 Refunding and Improvement 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

January 4, 2022

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

Title:

Public hearing and final reading of an ordinance authorizing the sale of city-owned property located in 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) Adopt the ordinance as presented; or
- 2) Amend the ordinance and adopt as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance authorizing 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")

Attachments:

Ordinance
Purchase Contract and Exhibits A-C thereto

**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 6TH 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. 19.

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.

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

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
		Title	
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	Right of First Refusal Deadline	n/a
		Owners' Association	
8	§ 7.2	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	14 days after MEC
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		Loan and Credit	
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	Buyer's Credit Information Deadline	n/a
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
16	§ 5.4	Existing Loan Deadline	n/a
17	§ 5.4	Existing Loan Termination Deadline	n/a

Item No. 19.

18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
		Appraisal	
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
		Survey	
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
		Inspection and Due Diligence	
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
		Closing and Possession	
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	Acceptance Deadline Date	n/a
43	§ 28	Acceptance Deadline Time	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		TOTAL	\$ 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

TRANSACTION PROVISIONS

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**

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 ^{28 days, as will Inspection Resolution Resolution} _____ 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 _____.

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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

GENERAL PROVISIONS

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
6C4807244BEB42A...
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

808

END OF CONTRACT TO BUY AND SELL REAL ESTATE

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

809

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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

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Water Division No. 1, State of Colorado, under the court's retained jurisdiction, that no further actions will be necessary in order to satisfy Declarant's revegetation obligations.

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

The terms and provisions of these covenants shall not expire and shall be perpetual unless specifically released in writing by Greeley or its successors in interest. The terms and provisions of these covenants may not be terminated, modified, or amended without prior written consent of Greeley or its successors in interest. Any notice may be sent to the Declarant by prepaid U.S. Mail to the Declarant at: 12644 County Road 62, Greeley, CO 80631. The undersigned acknowledges and represents he/she has authority to sign on behalf of and bind Declarant to the terms and conditions of these Restrictive Covenants (No Irrigation and Revegetation).

IN WITNESS WHEREOF, the Declarant has executed this instrument on the ____ day of ____ 20__.

Declarant
3T, LLC

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of ____ 20_ by _____, as _____ of 3T, LLC.

Witness my hand and official seal.

Notary Public

My commission expires: _____

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.

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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 11th 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 for Lessee and Alex.Tennant@Greeleygov.com, with a copy

to 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,

Item No. 19.

negotiations, or warranties, express or implied, exist between the City and Lessee except as explicitly set forth in this Agreement. This Agreement may only be modified in a written form duly authorized, approved, and executed by the City and Lessee.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by electronic means. The parties agree to accept and be bound by signatures hereto delivered by electronic means.

20. Recording. Lessee shall not record this Agreement in the real property records of any jurisdiction. This Agreement is not intended to run with the land as a covenant burdening real property.

IN WITNESS WHEREOF, the undersigned parties have executed this Irrigation Water Lease Agreement on the date first set forth above.

CITY OF GREELEY

ATTEST:

By: _____
Mayor

By: _____
City Clerk

LESSEE

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____, whose signature appear above as the Lessee.

Witness my hand and official seal.

Notary Public

Item No. 19.

My commission expires: _____

Item No. 19.

**EXHIBIT A TO
IRRIGATION WATER LEASE AGREEMENT**

(See attached Historical Use Affidavit & Questionnaire)

Item No. 19.

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 10th 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: _____

Item No. 19.

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing Affidavit of Historical Use of Water Rights was acknowledged before me by _____,
this ____ day of _____, 20__.

Witness my hand and Official Seal.

Notary Public

My commission expires: _____

QUESTIONNAIRE REGARDING USE OF WATER SHARES

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

1. Name 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: _____

Item No. 19.

_____.

- 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

Item No. 19.

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: _____

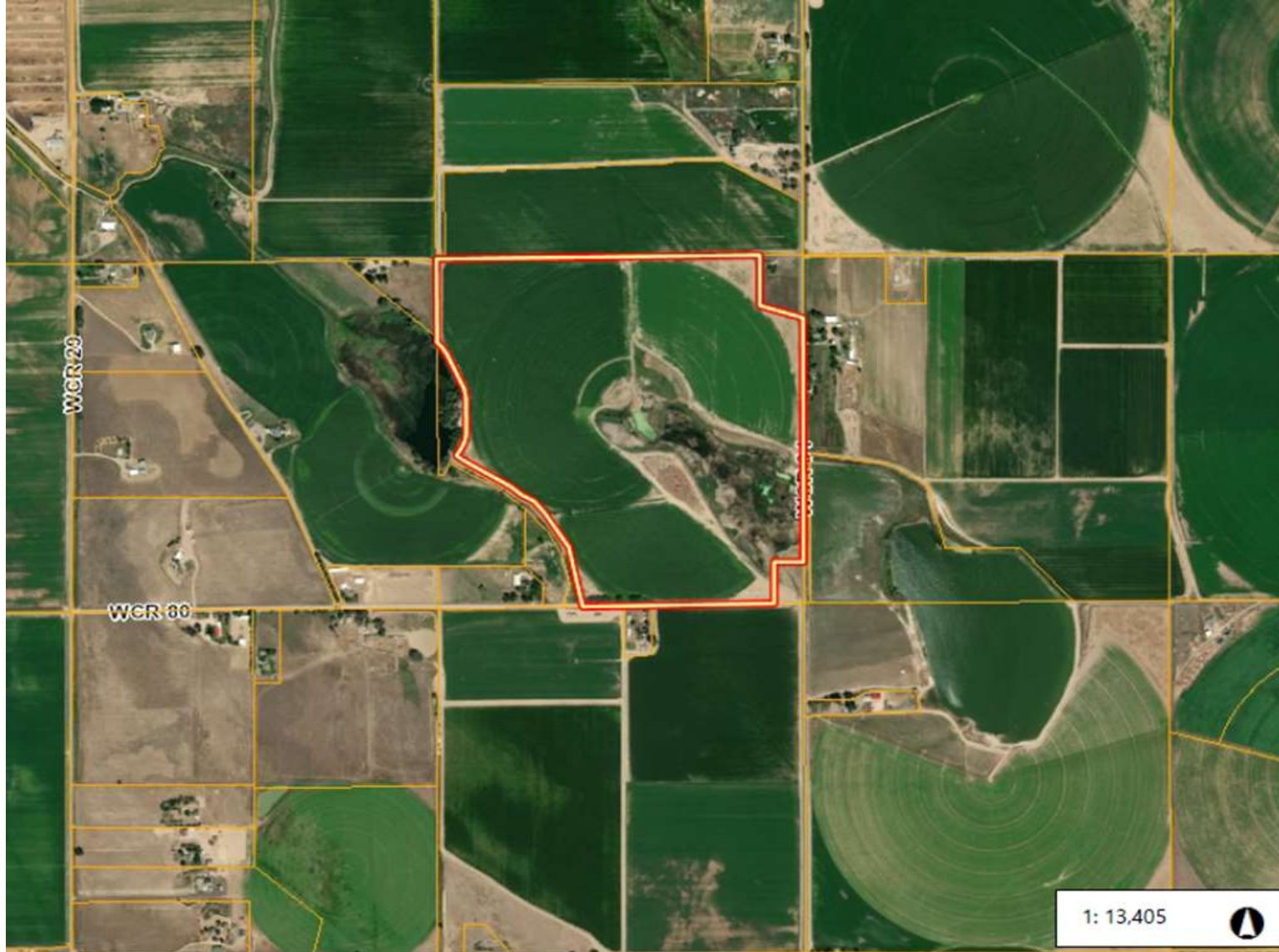
McWilliams Farm Property Divestment

Presented to Greeley City Council

By Greeley Water & Sewer Department

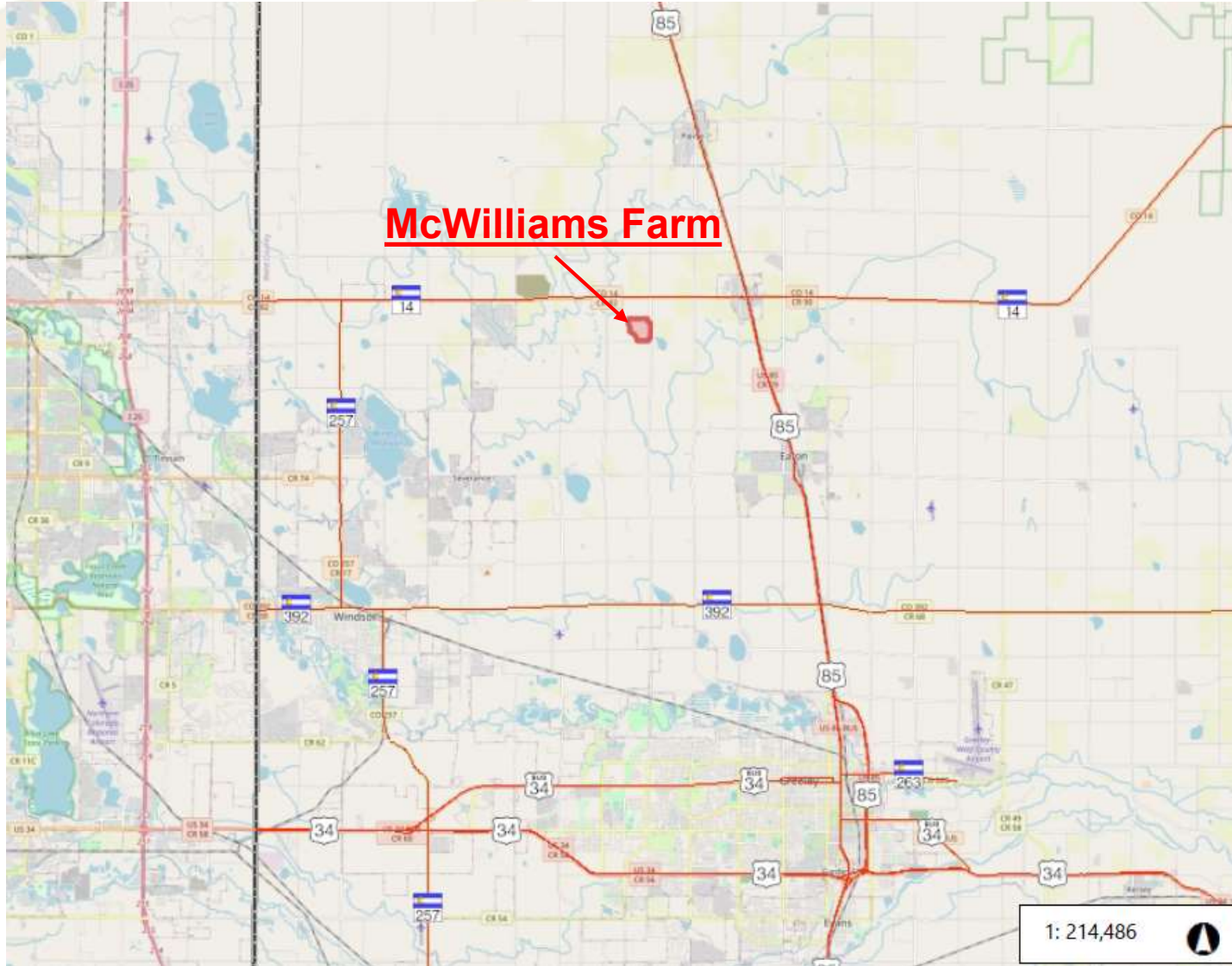
January 4, 2022

McWilliams Farm



- **McWilliams Farm:**
 - 133+/- acres
 - Weld County
 - Sale Price:
 - \$800,000.00

McWilliams Farm Property Location



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 comparable
 - \$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 a motion to adopt the ordinance as presented for the divestment of the McWilliams Farm Property.

Note: On November 17, 2021, the Greeley Water and Sewer Board approved the sale agreement and recommended to City Council the authorization for the sale of the McWilliams Farm Property.

Questions?



Council Agenda Summary

January 4, 2022

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

Title:

Public hearing and second reading of 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. Water and Sewer Department Staff, in partnership with the Finance Department and the City's Financial Advisor, have reviewed and approved the debt service requirements of the proposed bond issuance in alignment with the rate structure approved by City Council. The proposed issuance of these bonds also maintains an appropriate bonding capacity of the Sewer Enterprise fund for future bond issuances in accordance with the approved Water and Sewer Capital Improvement Plan. The Water and Sewer Board has also approved the issuance of these bonds 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 steps:

- 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 adopt the ordinance and publish by reference to title only.

Attachments:

Ordinance
Preliminary Official Statement
PowerPoint

**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-_____

\$_____

Interest Rate	Maturity Date	Original Date	CUSIP
%	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

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Series 2022 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM - as tenants in common
 - TEN ENT - as tenants by the entireties
 - JT TEN - as joint tenants with the right of survivorship
and not as tenants in common

 - UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
- under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used
though not on the above list.

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. 20.

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^{1,⊗}</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>CUSIP^{1,⊗}</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.

¹ The City assumes no responsibility for the accuracy of the CUSIP number, which is included solely for the convenience of owners of the Series 2022 Bonds.

² 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 10th 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.”

* 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 ¹**

Fiscal Year Ending December 31 *	Principal *	Interest	Total	Parity Obligations ²	Combined Debt Service
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.

¹ Figures have been rounded.

² 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 ¹	1,742,251	7,967,494	5,294,230	7,049,417	7,086,883
(Less) Operations and Maintenance ²	(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

¹ Includes investment income, rents, oil and gas royalties and other non-operating revenue.
² 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:

Sources:	
Principal Amount of Series 2022 Bonds	\$
Premium.....	
Total Sources.....	\$
Uses:	
Project Account	\$
Costs of Issuance ¹	
Underwriting Discount	
Total Uses.....	\$

¹ 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:

Board Member	Present Term Expires (June)	Years on the Board	Principal Occupation
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 83rd Avenue west, north of 10th 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

Customer	Total User Charge Revenue Collected	Percent of Total Service Charges Collected¹
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

¹ 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 ¹
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				

¹ Effective March 1, 2021.

Source: The City

Wastewater Plant Investment Fee revenues have been as follows:

TABLE VII
Wastewater Plant Investment Fee Revenues

Year	Connection Fee Revenue
2016	\$2,246,610
2017	1,235,048
2018	3,095,450
2019	2,243,300
2020	979,155
2021 ¹	2,202,104

¹ 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 ¹

	2017	2018	2019	2020	2021 ²
Inside City Limits					
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
Industrial					
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
Outside City Limits					
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

¹ Total monthly bill includes monthly charge plus a volume charge per 1,000 gallons of water discharged into the System.

² 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
OPERATING REVENUES					
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>
OPERATING EXPENSES					
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
NON-OPERATING REVENUES (EXPENSES)					
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
OPERATING REVENUES					
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>
OPERATING EXPENSES					
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 ²	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>
NON-OPERATING REVENUES (EXPENSES)					
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
TRANSFERS OUT					
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>

¹ Unaudited as of _____, 2021.

² 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) ¹	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 10th Street
Greeley, CO 80631

[Underwriter]

\$ _____^{*}
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.

* 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”).

Population						
Year	City of Greeley	Percent Change	Weld County	Percent Change	Colorado	Percent Change
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.

Housing Units			
	2000	2010	2020
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 ¹

	2016	2017	2018	2019	2020
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

¹ 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 ¹

	Less Than \$25,000	\$25,000 \$49,999	\$50,000 \$99,999	\$100,000- \$149,999	\$150,000 or more
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

¹ May not total 100% due to rounding. Calculated as of January 1, 2020.

Source: Environics Analytics, *Spotlight Claritas Reports*, 2020

Per Capita Personal Income

	2015	2016	2017	2018	2019
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 ¹

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 ²	21	6,777,213	57	23,066,451	3	1,215,478

¹ Includes all permits for additions, remodels, and miscellaneous as well as new construction.

² 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 ¹	1,694	222,916,093

¹ 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 ¹	116	(65.27)
2021 ^{1,2}	45	--

¹ 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."

² 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 ¹	3,151,372	--	9,027,249	--	167,119,299

¹ 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 ¹	1 st Quarter 2020		1 st 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 ²	--	--	--	--	--	--
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>

¹ Information provided herein reflects only those employers who are subject to State unemployment insurance law.

² Information suppressed due to confidentiality as set forth in State Law.

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 ¹	166,666	7.0	3,122,237	7.3
2021 ^{1,2}	168,148	6.5	3,181,227	6.2

¹ 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."

² 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 ¹

Firm	Product or Service	Estimated Number of Employees
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

¹ 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		
Fiscal Year	Student Enrollment	Percent Change
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.

* 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 (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 Obligation¹ 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.

¹ "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 and 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.

City of Greeley Water Revenue and Sewer Revenue Bonds, Series 2022

City Council| Second Reading
January 4, 2022



Why Use Debt to Fund Projects?

- Long lived assets – 25 to 100 years
- Construction inflation higher than debt interest
 - City Utilities have strong credit ratings
 - Moody's - Aa2 S&P - AA+
 - Currently forecasting net rate of issuance of 2%-2.25%
- Generational equity
 - New customers benefitting from investments will help pay
- New debt issued generally every 2-4 years
 - Existing debt is being paid off

Water / Sewer Bond Issuance Highlights

Water Bond Issuance

- Not to exceed \$77.5 million
 - ~\$60M new money
 - ~\$17M of refunding existing bonds at lower interest rate
- \$500,000 expense to issue the debt
 - Current interest rates are lower
- Debt service paid by water rates and fees approved by W/S Board and City Council

Sewer Bond Issuance

- Not to exceed \$25.5 million
 - All proceeds are new money
- ~\$500,000 expense to issue the debt
- Debt service paid by sewer rates and fees approved by W/S Board and City Council

Water Projects To Be Funded

- Boyd WTP rehabilitation - \$10.3M
- Advanced metering infrastructure - \$8.3M
- Non-potable expansion - ~\$5M/Annually
- Water Acquisition - ~\$8M/Annually
- Terry Ranch infrastructure - \$36.5M (80% funded from the seller's contribution)

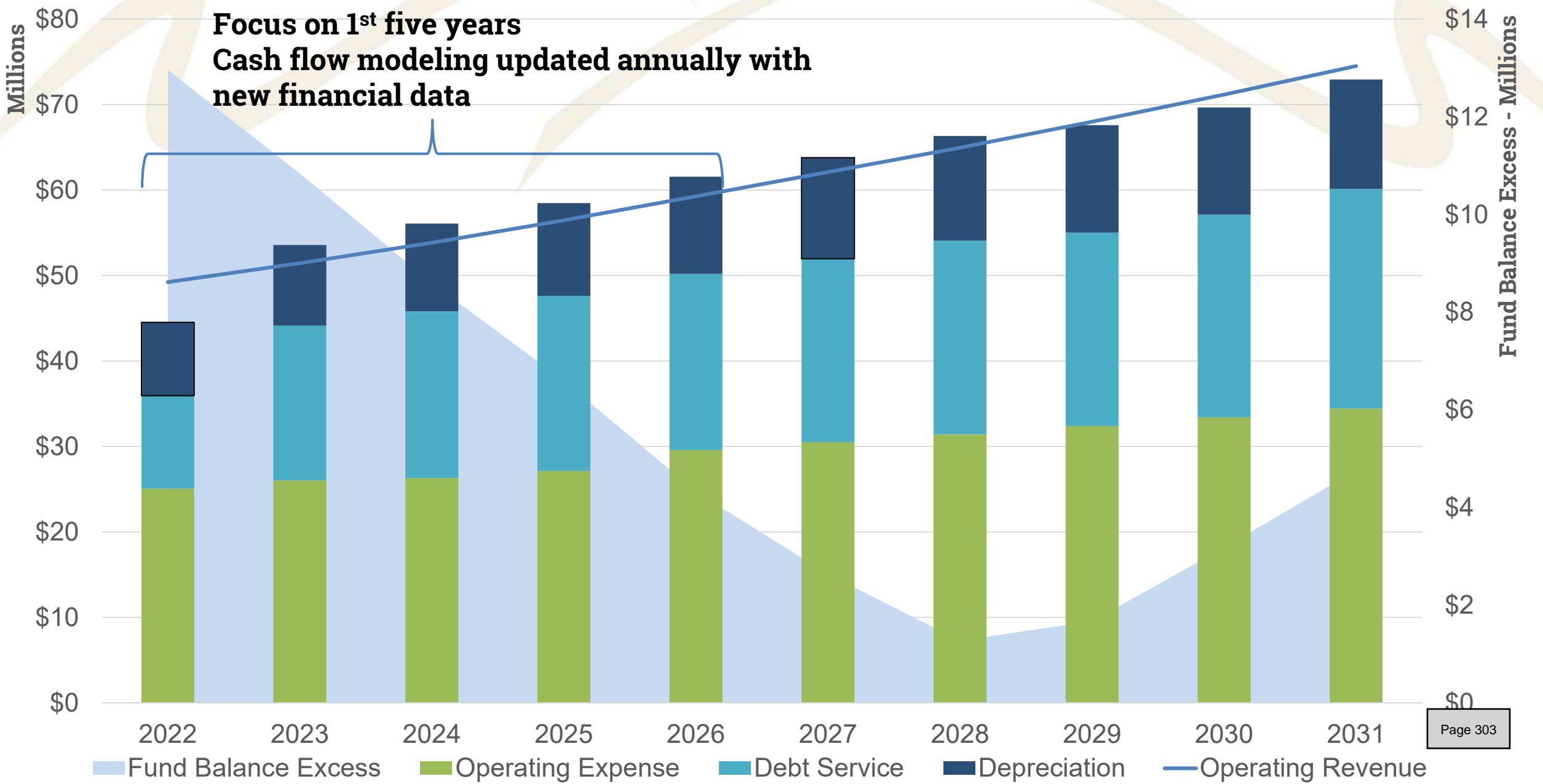


Sewer Projects To Be Funded

- Wastewater Treatment and Reclamation Facility - \$35M (ongoing project)
 - Required to meet new environmental regulations
 - Phase 2 starts 2023 - \$31M

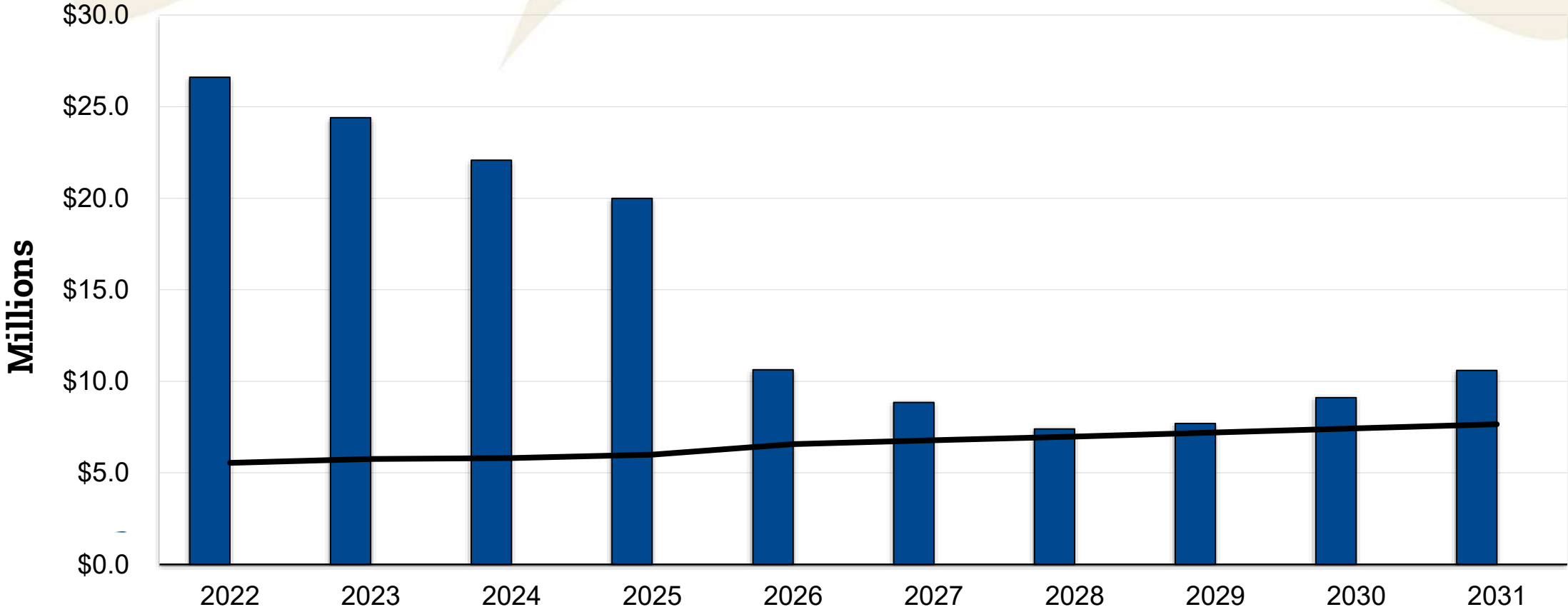


Water Fund Revenue and Expenses



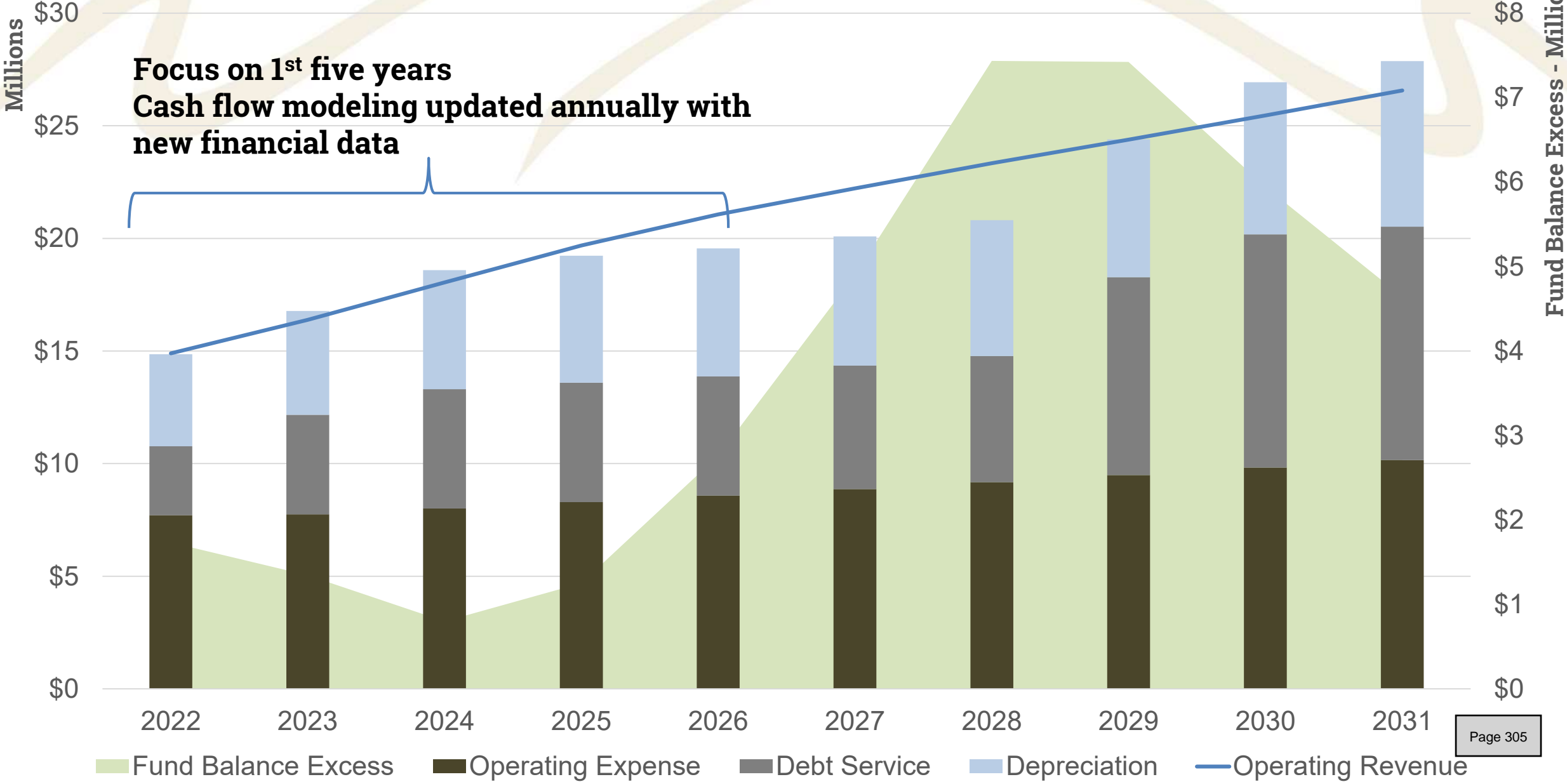
Projected Water Operating Cash Flow

■ Ending Fund Balance — Minimum Target Reserve

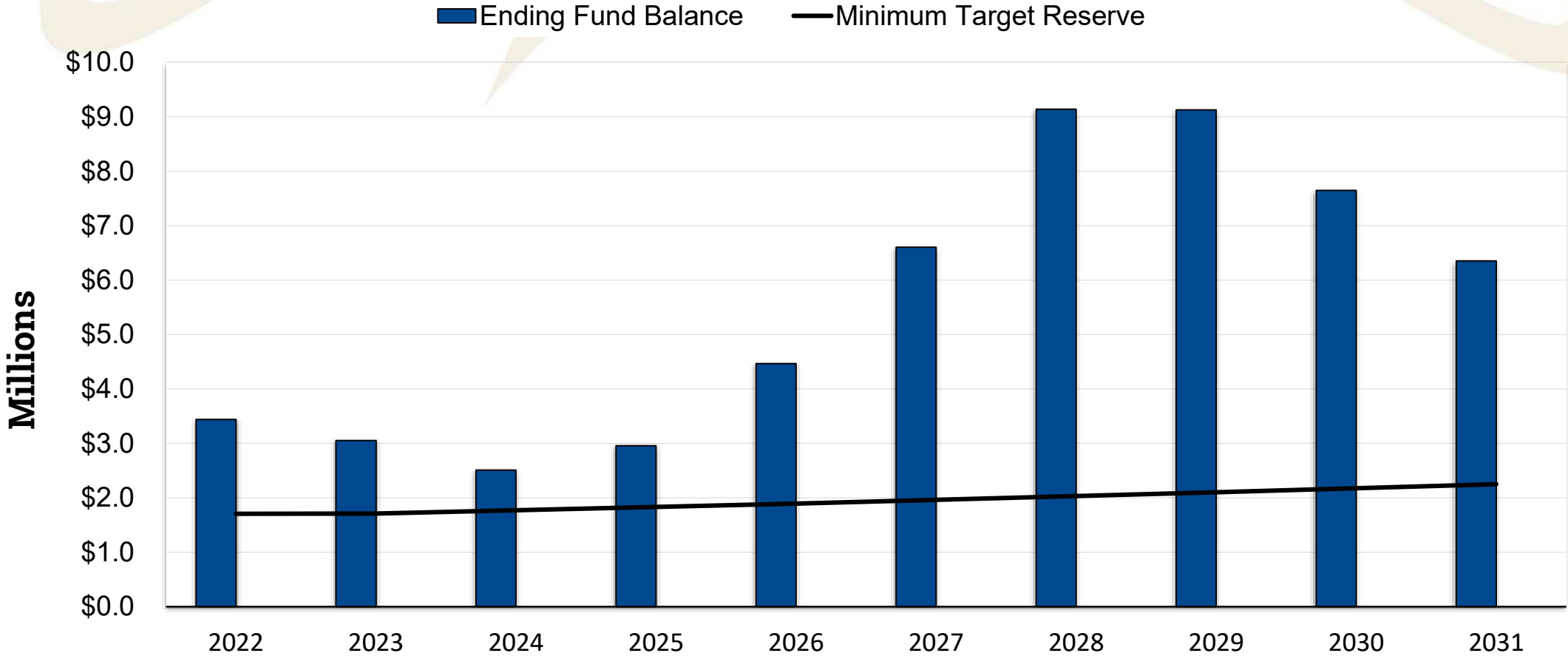


Projected Rate Increase	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
	6.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%

Sewer Fund Revenue and Expenses



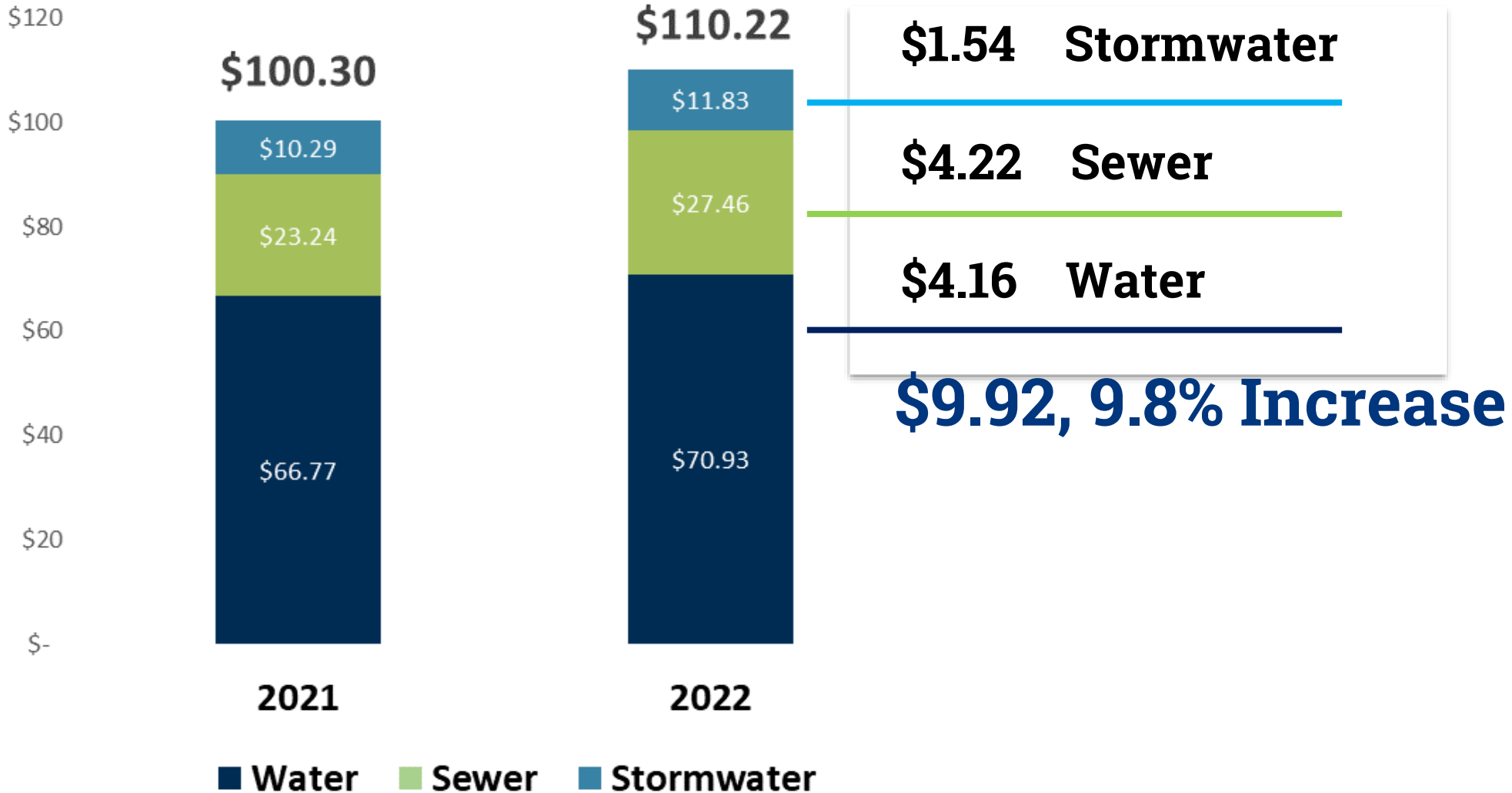
Projected Sewer Operating Cash Flow



Projected Rate Increase	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
	18.0%	9.0%	8.5%	7.0%	5.0%	4.0%	3.5%	3.0%	3.0%	3.0%

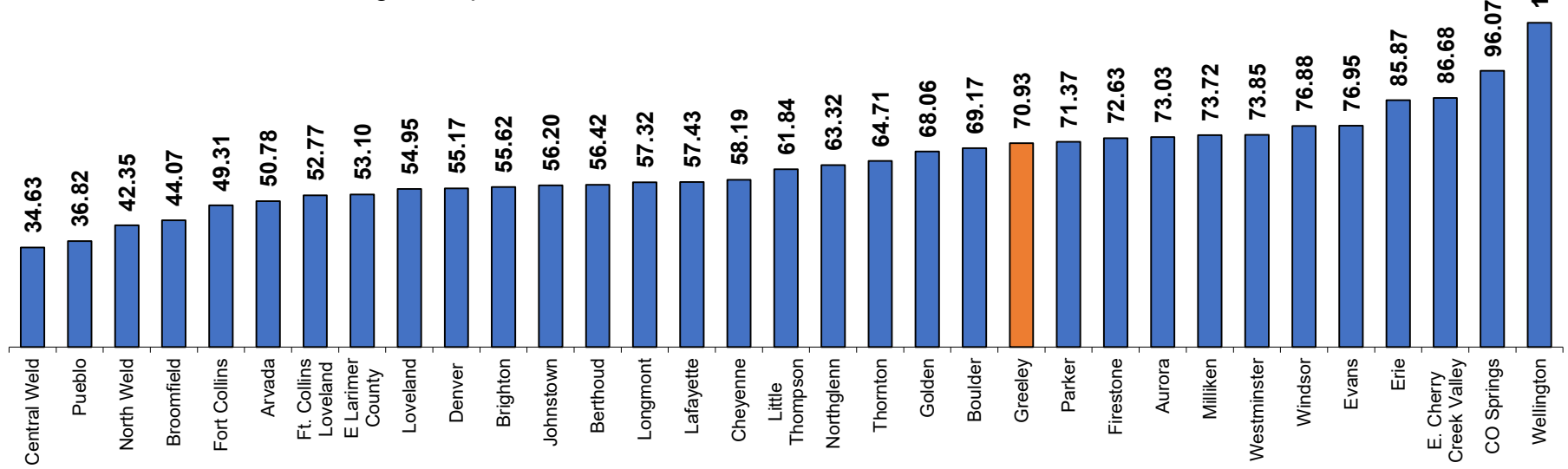
Utility Rate Changes

Average Monthly Bill Estimate - Single Family



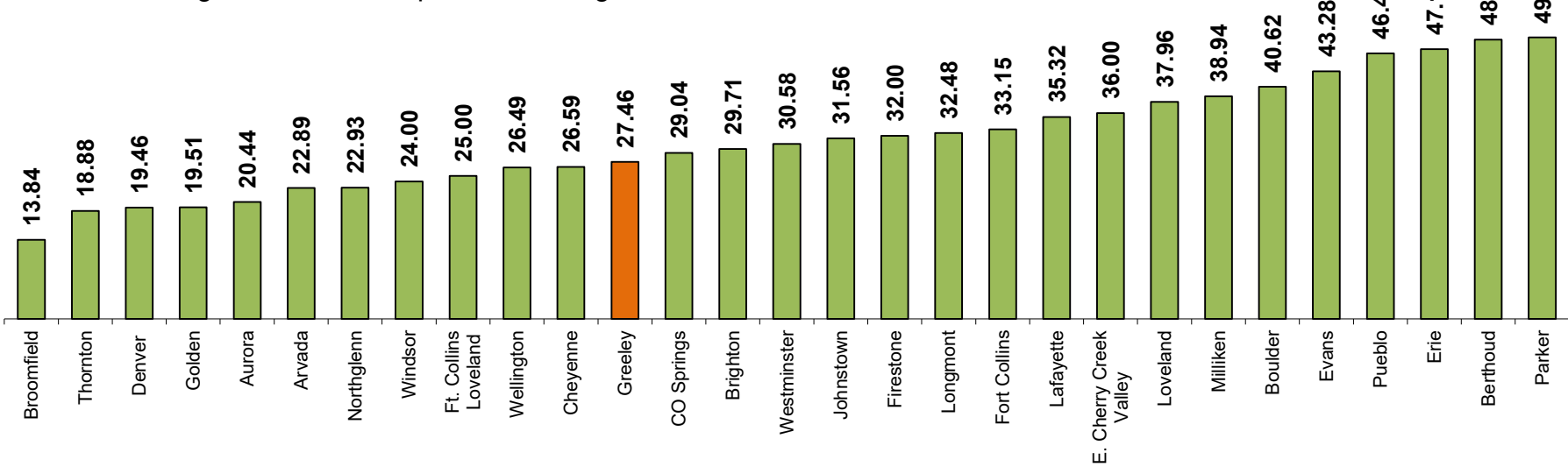
2022 Single Family Monthly Water Bill Comparison

Assumes water use of 10,000 gallons per month



2022 Single Family Monthly Sewer Bill Comparison

Assumes average winter consumption of 3,900 gallons



Bond Issuance Schedule:

- December 7: 1st reading of bond ordinance – City Council
- January 4: Final reading of bond ordinance – City Council
- Mid January: Call with ratings agencies
- Late February: Closing and delivery of proceeds

Additional Questions?

Council Agenda Summary

January 4, 2022

Agenda Item Number

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

Title:

Public hearing and second 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. Water and Sewer Department Staff, in partnership with the Finance Department and the City's Financial Advisor, have reviewed and approved the debt service requirements of the proposed bond issuance in alignment with the rate structure approved by City Council. The proposed issuance of these bonds also maintains an appropriate bonding capacity of the Water Enterprise fund for future bond issuances in accordance with the approved Water and Sewer Capital Improvement Plan. The Water and Sewer Board has also approved the issuance of these bonds 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 steps:

- 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 adopt the ordinance and publish with reference to title only.

Attachments:

- Ordinance
- Preliminary Official Statement
- PowerPoint

**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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**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-_____

\$_____

Interest Rate	Maturity Date	Original Date	CUSIP
%	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

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Series 2022 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM - as tenants in common
 - TEN ENT - as tenants by the entireties
 - JT TEN - as joint tenants with the right of survivorship
and not as tenants in common

 - UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
- under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used
though not on the above list.

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

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.

Year	Principal Amount	Rate	Yield	CUSIP ^{1, ©}	Year	Principal Amount	Rate	Yield	CUSIP ^{1, ©}
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.

¹ The City assumes no responsibility for the accuracy of the CUSIP number, which is included solely for the convenience of owners of the Series 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

* 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 10th 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.

* 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 ¹**

Fiscal Year Ending December 31*	Principal *	Interest	Total	Parity Obligations ²	Combined Debt Service
2022	\$	\$	\$	\$	\$
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
TOTAL	\$	\$	\$	\$	\$

* Preliminary; subject to change.

¹ Figures have been rounded.

² 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 ¹	(27,793,708)	(16,559,242)	(19,735,088)	(17,505,505)	(23,506,542) ³
Plant Investment Fees	4,669,986	2,571,815	6,027,277	4,450,604	1,904,767
Other Nonoperating Revenues (Expenses) ²	(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

¹ Operating Expenses, as defined in the Bond Ordinance and for purposes of computing Net Revenues, do not include depreciation.

² Does not include unrealized gains or losses on investments or gains or losses on the sale of fixed assets.

³ 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 Terry Ranch Water Project (see “THE SYSTEM—Terry Ranch Water Rights and Storage Acquisition”); 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.

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:

Board Member	Present Term Expires (June)	Years on the Board	Principal Occupation
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.

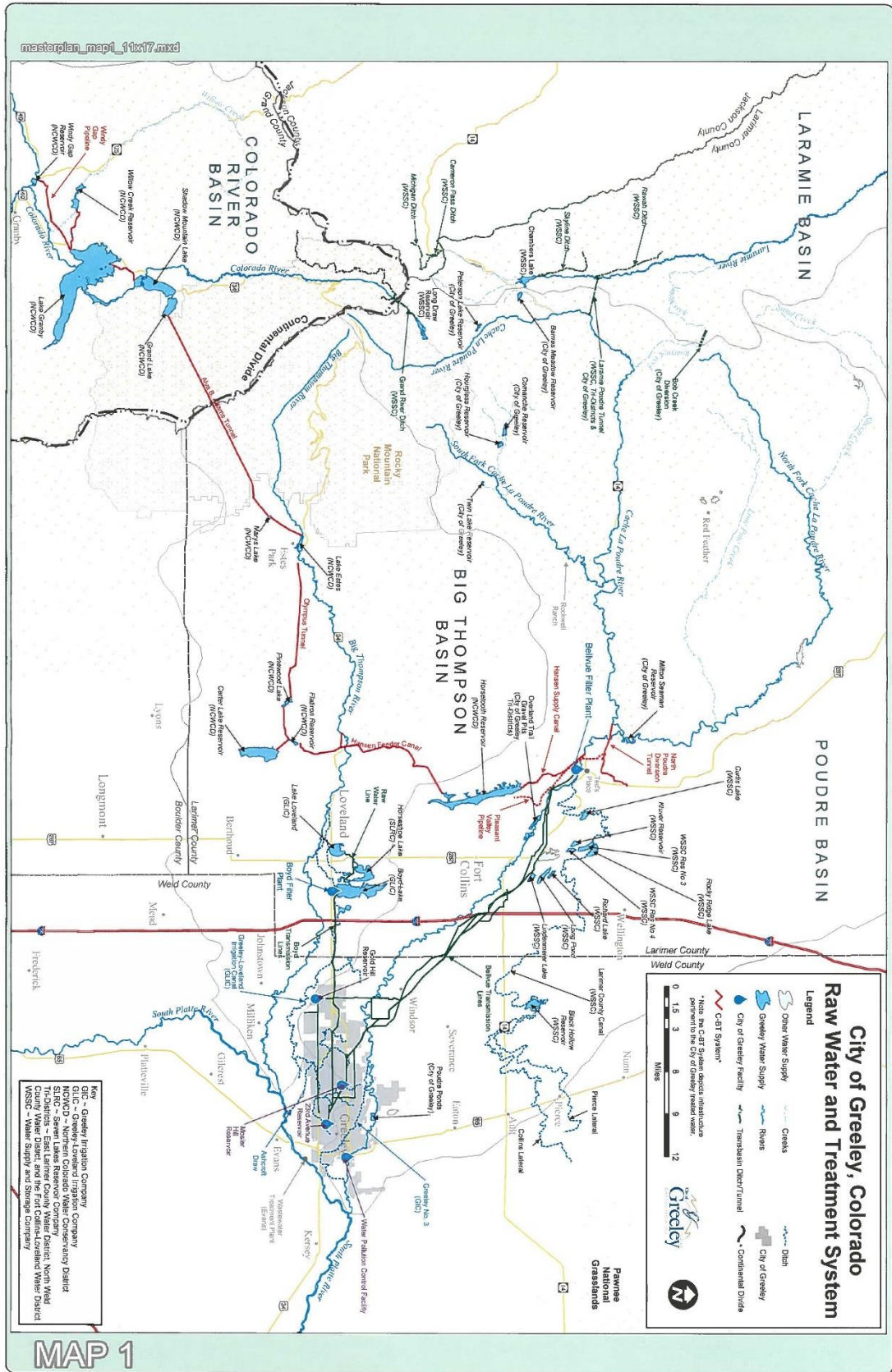
Utility Finance and Business Manager. Erik Dial is the Utility Finance and Business Manager of the Water and Sewer Department. He is responsible for water and sewer rate setting, budget development, and financial management of the water and sewer enterprise funds. Mr. Dial oversees the development review 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
Costs:						
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
Funding:						
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

¹ 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 ¹

Classification	2019				2020			
	No. of Accounts	% of Total	Revenues	% of Total	No. of Accounts	% of Total	Revenues	% of Total
Within the City:								
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
Outside the City:								
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 ¹	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 ² :	28,479		\$38,163,569		28,667		\$44,490,034	

¹ 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.

² 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 ¹
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

¹ 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 ¹**

Customer	Consumption (1,000s gallons)	Percentage of Consumption
Municipality ²	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

¹ Based on treated water consumption.

² 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
OPERATING REVENUES					
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 ¹	-	446,497	147,035	142,092	3,787,102
Miscellaneous revenue	<u>86,378</u>	<u>56,495</u>	<u>59,813</u>	<u>149,203</u>	<u>683,783</u>
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>
OPERATING EXPENSES					
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 ²
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	<u>64,147</u>	<u>319,034</u>	<u>264,690</u>	<u>281,186</u>	<u>1,623,406</u>
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>
NONOPERATING REVENUES(EXPENSES)					
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	<u>83,931</u>	<u>(514,382)</u>	<u>(330,480)</u>	<u>69,710</u>	<u>(146,728)</u>
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
TRANSFERS					
In	82,153	82,153	82,153	82,153	132,153
(Out) ³	(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)
TOTAL NET ASSETS—Jan. 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>
TOTAL NET ASSETS—Dec. 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>

¹ Intergovernmental revenue related to operations is shown as operating revenue and intergovernmental revenue related to capital expenditures appears as non-operating revenue.

² 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."³

³ 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
OPERATING REVENUES					
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>
OPERATING EXPENSES					
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 ²
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 ¹	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>
NON-OPERATING REVENUES (EXPENSES)					
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
TRANSFERS IN					
General Fund	--	--	--	--	50,000
Sewer Fund	82,153	82,153	82,153	82,153	82,153
TRANSFERS OUT					
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>
Reconciliation to a GAAP Basis:					
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>

¹ Due to a change in accounting practices, subsequent to 2016, depreciation is no longer included in expenses.

² 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) ¹	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 10th 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”).

Population						
Year	City of Greeley	Percent Change	Weld County	Percent Change	Colorado	Percent Change
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.

Housing Units			
	2000	2010	2020
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 ¹

	2016	2017	2018	2019	2020
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

¹ 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 ¹

	Less Than \$25,000	\$25,000 \$49,999	\$50,000 \$99,999	\$100,000- \$149,999	\$150,000 or more
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

¹ May not total 100% due to rounding. Calculated as of January 1, 2020.

Source: Environics Analytics, *Spotlight Claritas Reports*, 2020

Per Capita Personal Income

	2015	2016	2017	2018	2019
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 ¹

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 ²	21	6,777,213	57	23,066,451	3	1,215,478

¹ Includes all permits for additions, remodels, and miscellaneous as well as new construction.

² 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 ¹	1,694	222,916,093

¹ 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 ¹	116	(65.27)
2021 ^{1,2}	45	--

¹ 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."

² 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 ¹	3,151,372	--	9,027,249	--	167,119,299

¹ 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 ¹	1 st Quarter 2020		1 st 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 ²	--	--	--	--	--	--
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>

¹ Information provided herein reflects only those employers who are subject to State unemployment insurance law.

² Information suppressed due to confidentiality as set forth in State Law.

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 ¹	166,666	7.0	3,122,237	7.3
2021 ^{1,2}	168,148	6.5	3,181,227	6.2

¹ 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."

² 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 ¹

Firm	Product or Service	Estimated Number of Employees
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

¹ 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		
Fiscal Year	Student Enrollment	Percent Change
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.

* 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 (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 Obligation¹ 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.

¹ "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 and 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.

City of Greeley Water Revenue and Sewer Revenue Bonds, Series 2022

City Council| Second Reading
January 4, 2022



Why Use Debt to Fund Projects?

- Long lived assets – 25 to 100 years
- Construction inflation higher than debt interest
 - City Utilities have strong credit ratings
 - Moody's - Aa2 S&P - AA+
 - Currently forecasting net rate of issuance of 2%-2.25%
- Generational equity
 - New customers benefitting from investments will help pay
- New debt issued generally every 2-4 years
 - Existing debt is being paid off

Water / Sewer Bond Issuance Highlights

Water Bond Issuance

- Not to exceed \$77.5 million
 - ~\$60M new money
 - ~\$17M of refunding existing bonds at lower interest rate
- \$500,000 expense to issue the debt
 - Current interest rates are lower
- Debt service paid by water rates and fees approved by W/S Board and City Council

Sewer Bond Issuance

- Not to exceed \$25.5 million
 - All proceeds are new money
- ~\$500,000 expense to issue the debt
- Debt service paid by sewer rates and fees approved by W/S Board and City Council

Water Projects To Be Funded

- Boyd WTP rehabilitation - \$10.3M
- Advanced metering infrastructure - \$8.3M
- Non-potable expansion - ~\$5M/Annually
- Water Acquisition - ~\$8M/Annually
- Terry Ranch infrastructure - \$36.5M (80% funded from the seller's contribution)

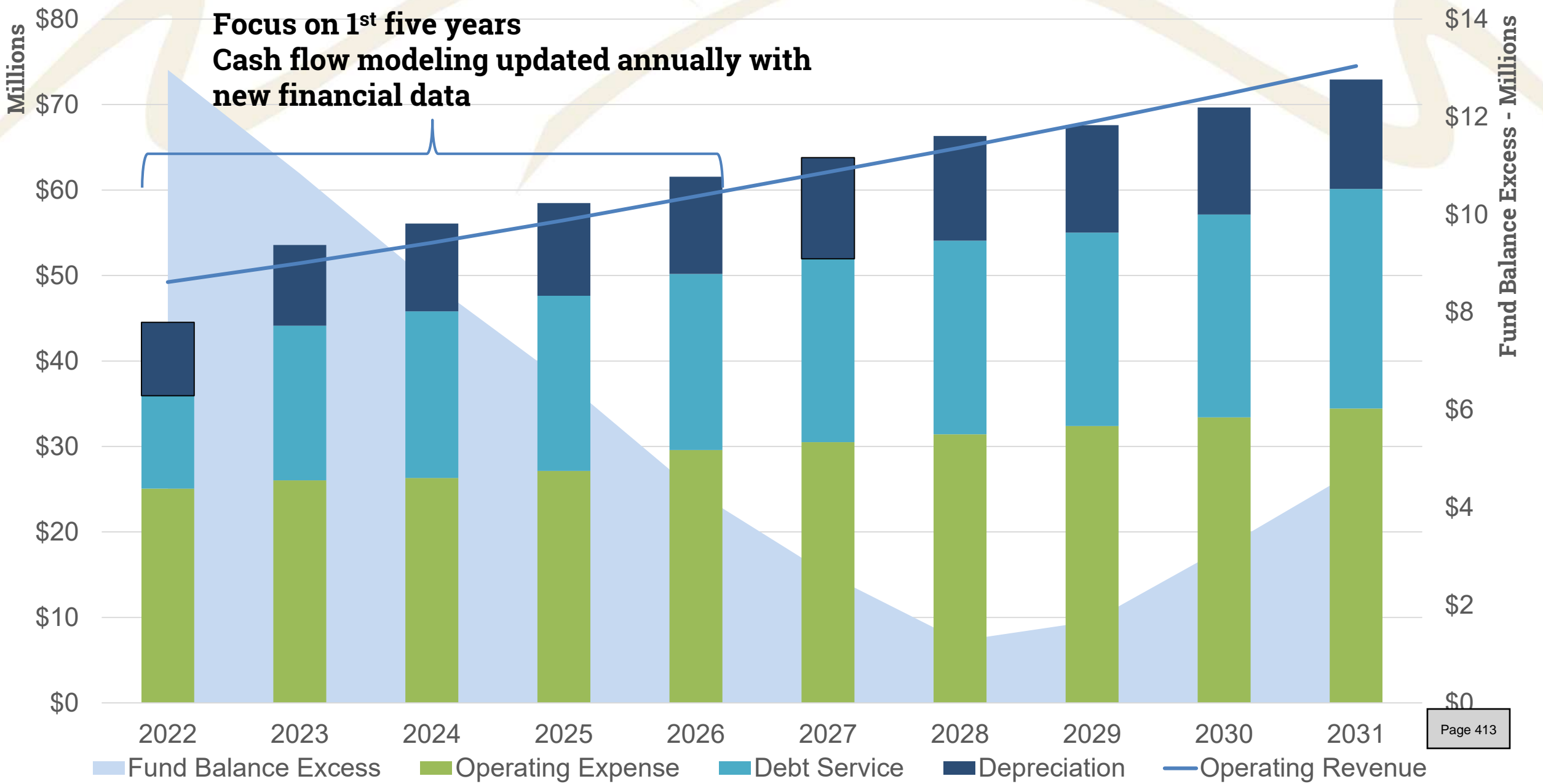


Sewer Projects To Be Funded

- Wastewater Treatment and Reclamation Facility - \$35M (ongoing project)
 - Required to meet new environmental regulations
 - Phase 2 starts 2023 - \$31M

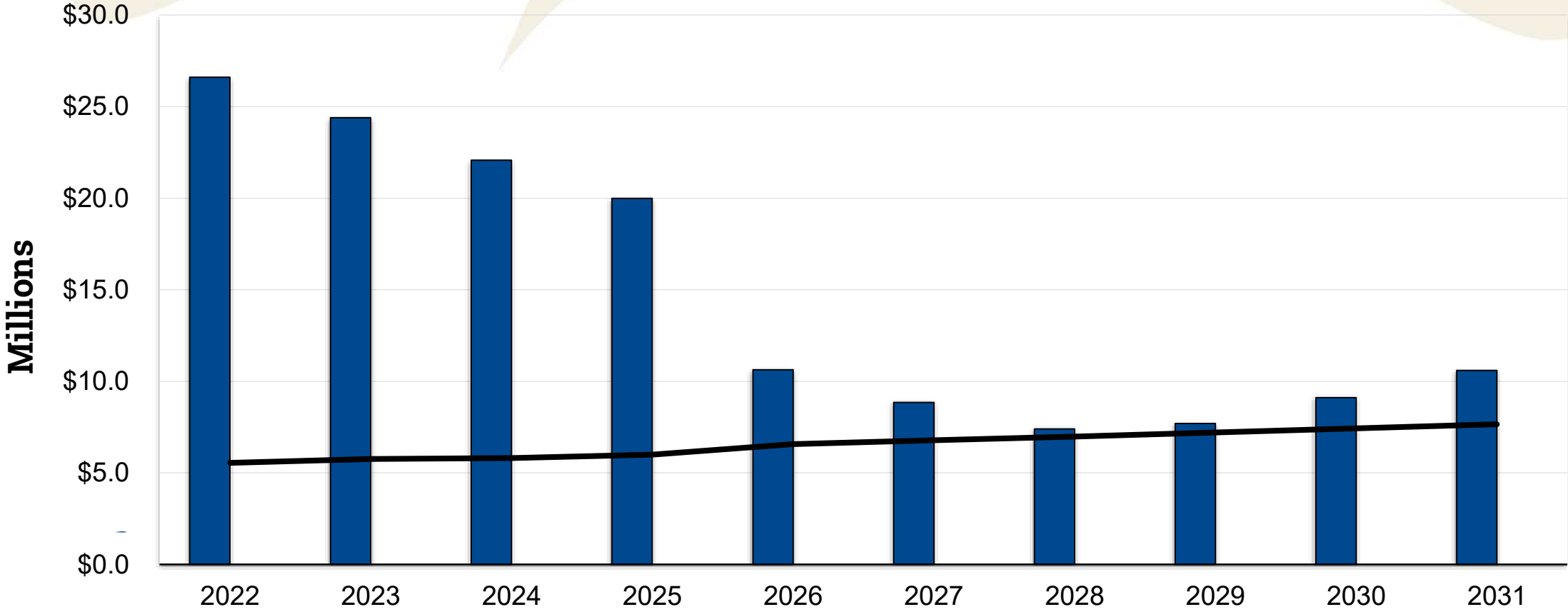


Water Fund Revenue and Expenses



Projected Water Operating Cash Flow

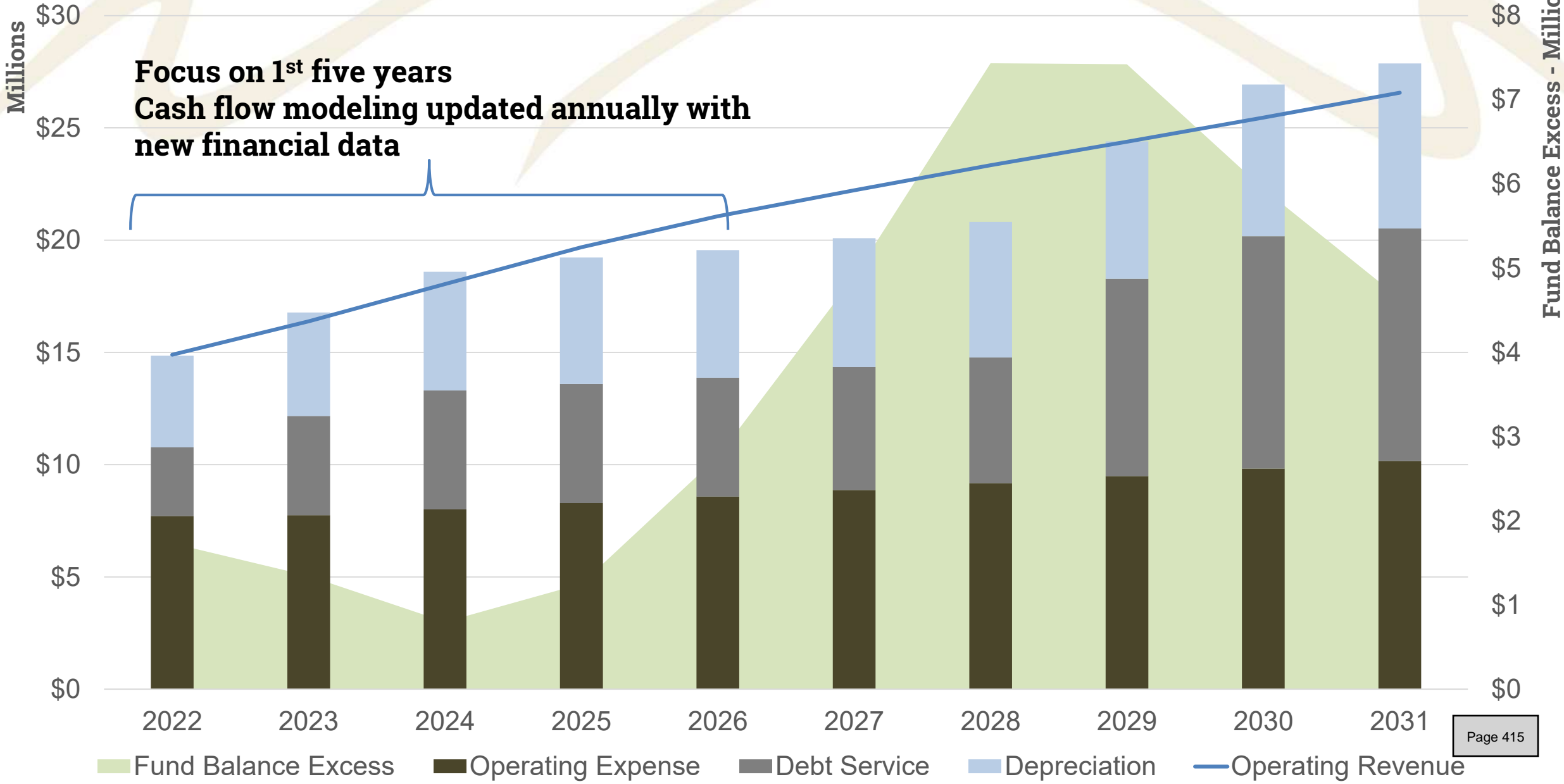
Ending Fund Balance Minimum Target Reserve



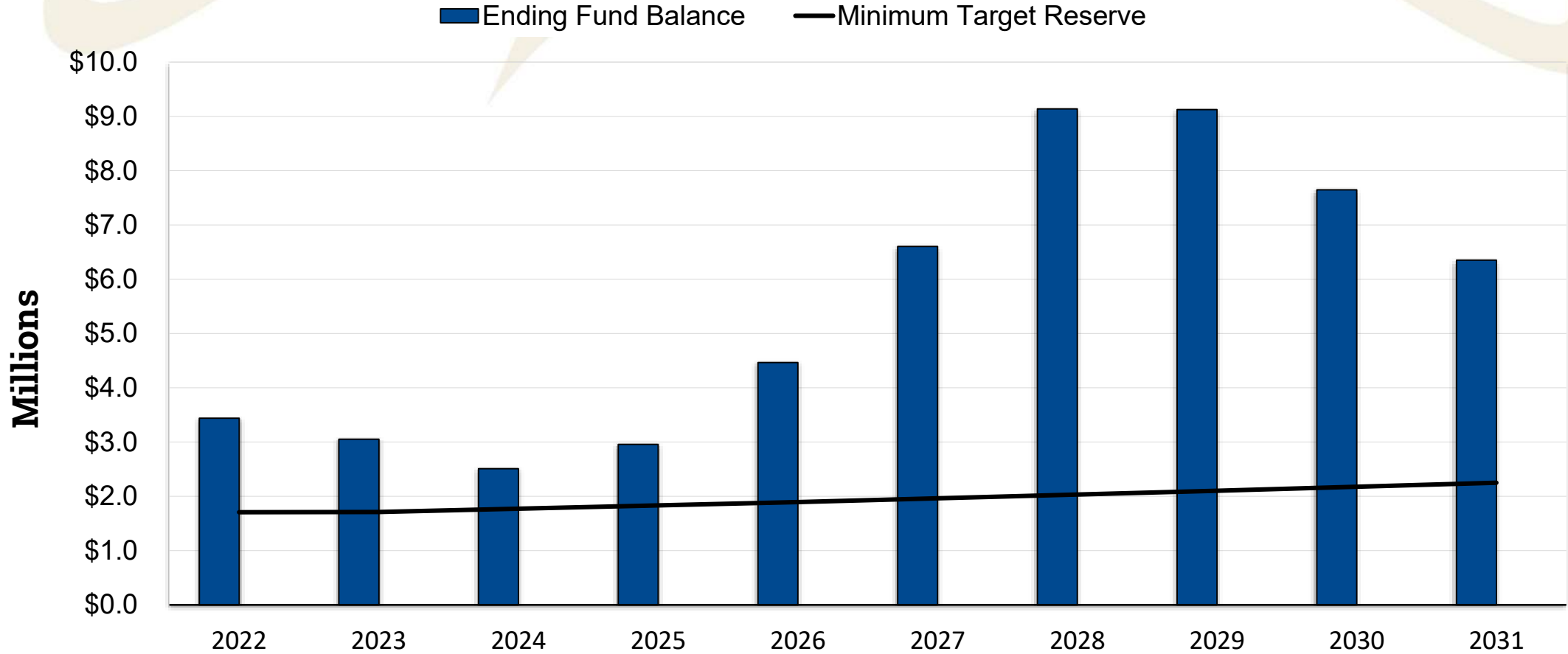
Projected Rate Increase	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
	6.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%

Sewer Fund Revenue and Expenses

Focus on 1st five years
Cash flow modeling updated annually with
new financial data



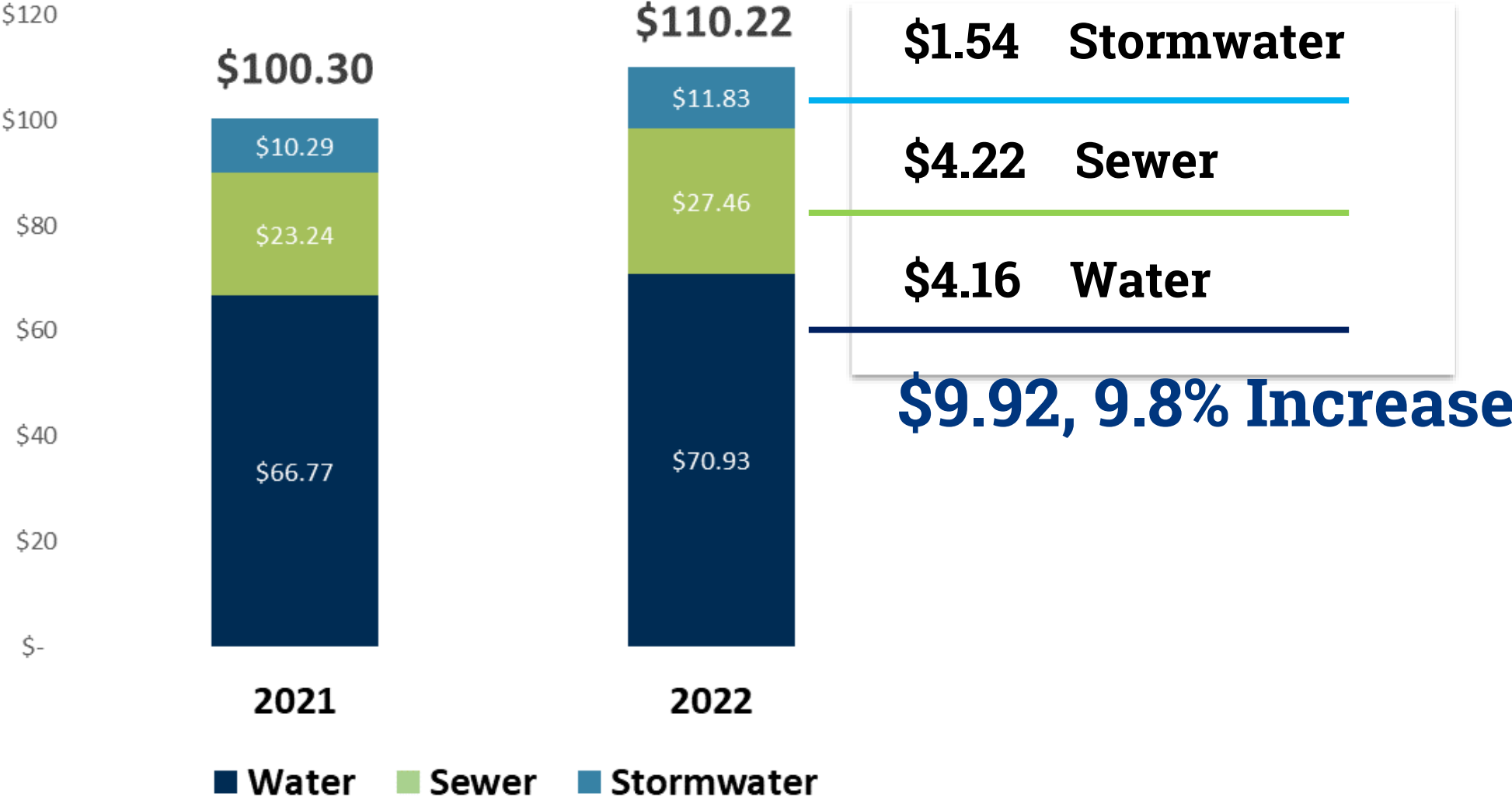
Projected Sewer Operating Cash Flow



Projected Rate Increase	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
	18.0%	9.0%	8.5%	7.0%	5.0%	4.0%	3.5%	3.0%	3.0%	3.0%

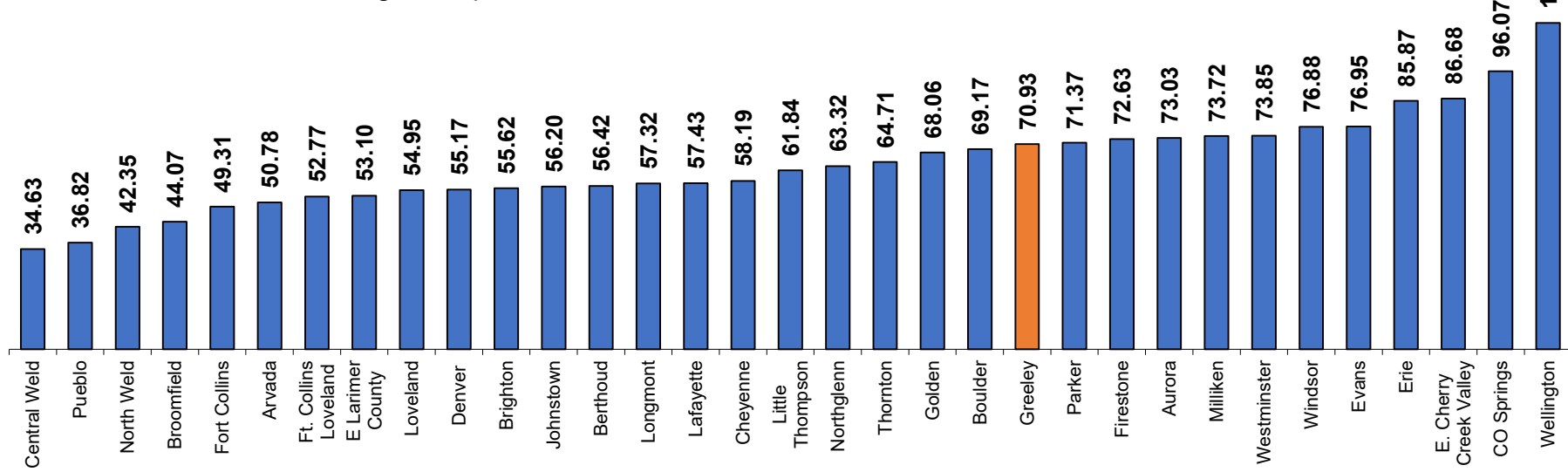
Utility Rate Changes

Average Monthly Bill Estimate - Single Family



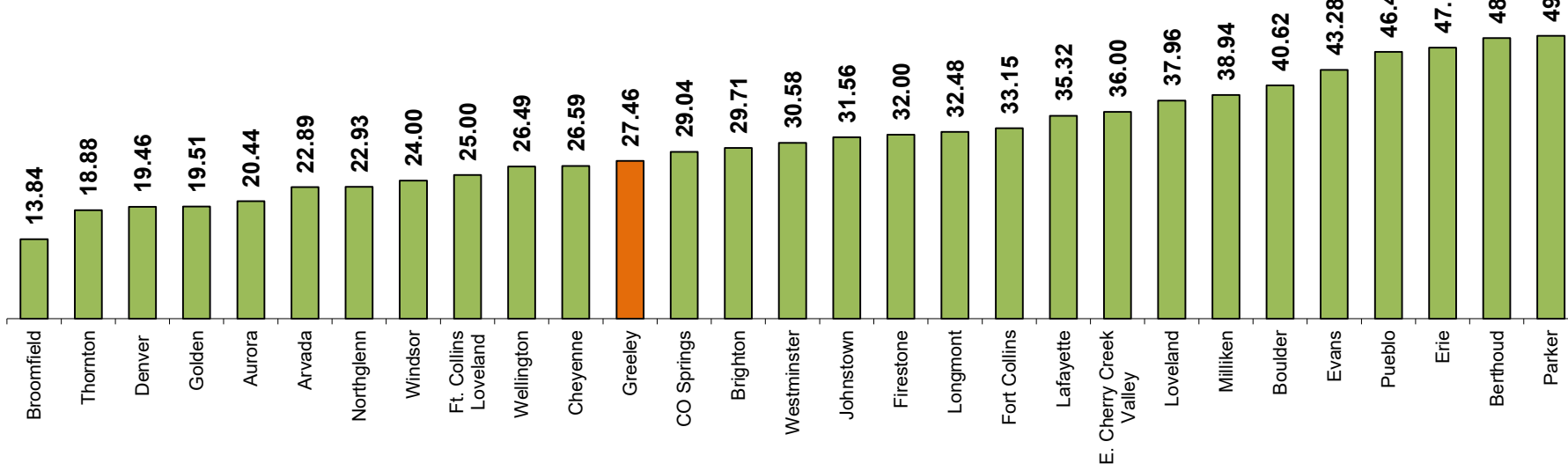
2022 Single Family Monthly Water Bill Comparison

Assumes water use of 10,000 gallons per month



2022 Single Family Monthly Sewer Bill Comparison

Assumes average winter consumption of 3,900 gallons



Bond Issuance Schedule:

- December 7: 1st reading of bond ordinance – City Council
- January 4: Final reading of bond ordinance – City Council
- Mid January: Call with ratings agencies
- Late February: Closing and delivery of proceeds

Additional Questions?

Council Agenda Summary

January 4, 2022

Key Staff Contact: Mayor Gates and Members of City Council

Title:

Consideration of a Resolution appointing Raymond C. Lee III to the position of City Manager

Summary:

The City Council has selected Raymond C. Lee III to be appointed as the Greeley City Manager.

Fiscal Impact:

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

Legal Issues:

None.

Other Issues and Considerations:

None.

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

- 1) 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:

Item No. 22.

A motion to adopt the Resolution.

Attachments:

None.

Council Agenda Summary

January 4, 2022

Key Staff Contact: Mayor Gates and Members of City Council

Title:

Consideration of a Resolution appointing Raymond C. Lee III to the position of City Manager

Summary:

The City Council has selected Raymond C. Lee III to be appointed as the Greeley City Manager.

Fiscal Impact:

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

Legal Issues:

Greeley Municipal Charter provides that the City Council appoints the City Manager for an indefinite term.

Other Issues and Considerations:

None.

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution appointing Raymond C. Lee III to the position of City Manager
City Manager Employment Agreement

CITY OF GREELEY, COLORADO

RESOLUTION NO. ____, 2022

A RESOLUTION APPOINTING RAYMOND C. LEE III CITY MANAGER OF THE CITY OF GREELEY, COLORADO.

WHEREAS, Raymond C. Lee III has applied for, has been selected, and has accepted the position of City Manager with actual employment beginning January 4, 2022; and

WHEREAS, Article IV, Section 4-1 of the Greeley Municipal Charter establishes that the City Manager shall be appointed by the City Council for an indefinite term.

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

- 1) Raymond C. Lee III has been selected by the Greeley City Council and has accepted the position of City Manager of Greeley, Colorado.
- 2) Raymond C. Lee III is hereby appointed City Manager, effective January 4, 2022.
- 3) Terms of employment are provided in a City Manager Employment Agreement which is attached as Attachment A.
- 4) This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ___ DAY OF JANUARY, 2022.

**ATTEST:
COLORADO**

THE CITY OF GREELEY,

BY: _____
CITY CLERK

BY: _____
MAYOR

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement (“Agreement”) is entered into this 4th day of January, 2022 by and between the CITY OF GREELEY, COLORADO, a Colorado home rule municipality (“City”) and Raymond C. Lee III, (“Employee”). City and Employee are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the City desires to employ the services of Employee as City Manager of the City as provided by Article IV of the Charter of the City of Greeley, Colorado (“City Charter); and

WHEREAS, it is the desire of the Greeley City Council (the “Council”) to provide certain compensation and benefits to Employee, establish the terms and conditions of Employee’s employment with the City, and, to the extent permitted by law, define the working relationship between the Council and Employee; and

WHEREAS, Employee desires to accept employment with the City as City Manager in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and Employee agree as follows:

I. DUTIES

The City hereby agrees to employ Employee as City Manager to perform the functions and duties specified in Article IV of the City Charter and to perform such other legally permissible and proper functions as provided in other provision of the City Charter, the City Code, and State law, and as the City Council may assign to Employee from time to time. Employee acknowledges and agrees that as City Manager he is an at-will City employee and is classified as an exempt employee under the Fair Labor Standards Act.

II. TERM

A. Employee shall commence employment with the City pursuant to this Agreement effective January 4, 2022 (“Effective Date”), and shall continue in that position pursuant to Section 4-1 of the City Charter for an indefinite term.

B. Nothing herein shall prevent, limit or otherwise interfere with the right of the Council to terminate Employee’s employment pursuant to this Agreement as provided for in the City Charter. Further, nothing herein shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his employment as City Manager, provided, however, that Employee gives the City no less than thirty (30) days prior written notice of his intent to resign.

III. COMPENSATION AND BENEFITS

A. Salary. The City shall pay Employee an annual base salary of Two Hundred Sixty Thousand Seven Hundred Forty Dollars (\$260,740.00) commencing on the Effective Date, which shall be payable in periodic installments at the same time as other City employees are paid and subject to customary and mandatory deductions required by law and any deductions authorized by Employee. Any subsequent modifications of Employee's salary shall be accomplished by Council ordinance and shall be incorporated into this Agreement by this reference without the necessity of further modification or amendment of this Agreement.

B. Paid Time Off. Employee shall accrue paid time off at the rate of 12.31 hours per pay period (i.e. 8 weeks per calendar year) and shall accumulate, hold, and utilize paid time off as if Employee has tenure with the City of twenty-one years or more in accordance with City paid time off policies as described in the City's employee handbook.

C. Executive Leave. Employee shall receive forty hours of executive leave each calendar year. Executive leave shall be used in full day (8 hour) increments, and executive leave that is not used by the end of each calendar year shall not carry over to the following calendar year.

D. Disability, Health, and Life Insurance. The City will offer and provide Employee and his qualified dependents the same insurance benefit package and plans provided to all full-time employees of the City, which benefit packages and plans currently include, without limitation, group life, accidental death and dismemberment insurance, long-term and short-term disability insurance, health and dependent care flexible spending accounts, dental insurance, vision insurance, and major medical insurance.

E. Medical and other Leave. Employee shall be entitled to receive those medical leave benefits provided to all full-time employees of the City.

F. Retirement. The City shall contribute ten percent (10%) of Employee's annual base salary to the City's 401(k) retirement savings plan. The City's contributions shall be contributed in installments corresponding with Employee's usual pay schedule and shall be calculated based upon on the amount of Employee's salary paid each pay period. As of the Effective Date, the City's contributions shall be fully vested on behalf of Employee.

G. Car Allowance. The City shall pay Employee a car allowance in the amount of Six Hundred Dollars (\$600.00) per month to be used to purchase, lease, or own, operate and maintain a car.

H. Relocation. The City shall, according to City procurement procedures, contract with and pay a moving company the actual expenses of moving Employee and his family to their first permanent residence within the boundaries of the City up to an amount not more than Six Thousand Dollars (\$6,000.00). Such expenses shall include the actual cost of packing, moving, storage, unpacking, and insurance. Employee shall submit no more than one invoice for relocation expenses, and shall provide documentation as requested by the City's Finance Director.

I. Temporary Housing. City shall pay Employee for his actual expenses for temporary housing for himself and his family within the boundaries of the City; provided, however, that such temporary housing expenses shall not be paid for temporary housing more than sixty (60) days after the Effective Date and shall not exceed four thousand dollars (\$4,000.00). Employee shall submit no more than two requests for reimbursement of his temporary housing expenses, and shall provide proper documentation as requested by the City's Finance Director.

J. Consideration shall be given on an annual basis to increase Employee's salary and other benefits.

IV. GENERAL EXPENSES AND PROFESSIONAL DEVELOPMENT

A. General Expenses. To the extent that the City's Finance Director is authorized by applicable administrative procedures and policies of the City, the Finance Director is authorized to pay directly or reimburse Employee for non-personal and generally job-related expenses upon receipt of proper documentation submitted not more often than monthly.

B. Professional Development. The City agrees to budget for and to pay for professional dues and subscriptions for the benefit of Employee necessary for continuation and full participation in International City Managers Association (ICMA), National Forum Black Public Administrators (NFBPA), and Colorado Municipal League (CML), which are necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City. Further, the City agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions necessary and desirable for Employee's professional development and to pursue necessary official functions for the City, including, but not limited to, the ICMA Annual Conference, Colorado Municipal League Annual Conference, and such other groups and committees in which Employee serves as a member.

C. Community Activities. The City recognizes the desirability of Employee participating in service and charitable organizations in the community and in the event Employee becomes a member of any such services or charitable organizations, the City will pay all reasonable expenses and fees related to such membership to the extent such expenses and fees are budgeted for and appropriated.

V. TERMINATION AND SEVERANCE

A. Pursuant to Article IV of the City Charter, Employee shall be considered an at-will employee under this Agreement and, therefore, the Council may remove Employee from his position as City Manager at any time with or without cause.

B. In the event that Employee is removed from his position as City Manager by the Council for "cause," Employee shall only be entitled to such accrued compensation and benefits as are required to be paid or provided to him under this Agreement. As used in this Section V, the word for "cause" shall mean: (1) conviction of a felony or a crime of moral turpitude; (2) dishonesty towards, fraud upon, or deliberate injury or attempted injury to the City; or (3) uncured breach by Employee of a term or condition of this Agreement.

C. In the event that Employee voluntarily resigns from his employment with the City under this Agreement, Employee shall not be entitled to receive any further compensation, including, without limitation, severance pay, from the City accruing after the effective date of his resignation. Employee shall, however, be entitled to receive from the City all compensation and benefits that have accrued under this Agreement up to the effective date of his resignation. In the event Employee voluntarily resigns from his position as City Manager, Employee shall provide no less than thirty (30) days' notice to the City.

D. For the purposes of this Section V, termination shall occur if any of the following events occur:

1. The City, the electors of the City, the Colorado State Legislature or the Colorado Courts amend or abolish any provision of the City Charter, City Code, or state law pertaining to the duties, powers, role, authority, and responsibilities of the Employee's position as City Manager in such a manner that substantially changes the form of the City's government;
2. If the City materially reduces Employee's base salary, compensation, or any other benefit, unless such reduction is applied in a proportionally equal manner to all City employees;
3. If Employee resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the governing body.

E. In the event that Employee is removed from his position as City Manager by the Council for any reason other than for "cause" as defined in Section V.B. above, or if a termination event occurs as defined in Section V.D. above, the City shall provide a severance payment equal to:

1. In the event Employee is removed from his position as provided in this Section V.E. in the first year of the Term of this Agreement, the City shall pay Employee one hundred percent (100%) of his annual base salary;
2. In the event Employee is removed from his position as provided in this Section V.E. in the second year of the Term of this Agreement, the City shall pay Employee eighty percent (80%) of his annual base salary;
3. In the event Employee is removed from his position as provided in this Section V.E. in the third year of the Term of this Agreement, the City shall pay Employee sixty percent (60%) of his annual base salary;
4. In the event Employee is removed from his position as provided in this Section V.E. in the fourth year of the Term of this Agreement, or any time thereafter, the City shall pay Employee fifty percent (50%) of his annual base salary.

The severance payment payable to Employee shall be paid in a lump sum unless otherwise agreed to by the City and Employee. The payment to be made is intended to compensate Employee for release of all legal and equitable claims of Employee, and shall be paid only in the event Employee executes a release of such claims in a form acceptable to the City.

F. In the event Employee voluntarily resigns from his position as City Manager under this Agreement or is removed from his position by the Council with or without cause, Employee shall retain all rights and benefits that may have accrued to him under any of the benefit, pension, or deferred compensation plans provided to him under this Agreement and that he is entitled to retain in accordance with the provisions of such plans and applicable law as any City employee who has resigned or been terminated from employment with the City would be entitled to retain.

VI. PERFORMANCE EVALUATION

City Council shall, together with a third party agreeable to the Council and Employee, review the performance of the Employee no later than March 1 of each year in accordance with the performance review process for all City employees. The review shall focus on Employee's performance of the duties and responsibilities assigned to the City Manager position by the City Charter, City Code, and this Agreement, as well as the achievement of any goals or performance objectives established by the City Council in consultation with Employee. The review process shall, at a minimum, include the opportunity for the Parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation in a closed or open meeting of the City Council at the option of Employee; and (3) present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to Employee within thirty (30) days of the evaluation meeting.

City Council agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as City Council may determine that it is desirable to do so on the basis of (1) merit following an annual performance evaluation made at the same time as similar consideration is given other employees general; and (2) an annual analysis of salaries and compensation for similar positions within Colorado and nationally, conducted by the Human Resources Department or a third party consultant, to ensure the Employee's salary and benefits remain market competitive.

VII. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside normal office hours on business for the City. As City manager, Employee is subject to call at any time, is required to attend night meetings, and is required to participate in various activities that benefit the City, often working long hours and at times that are not considered normal working hours. The Council expects Employee to manage his schedule and working hours using good professional judgment in establishing an appropriate work schedule.

VIII. RESIDENCY REQUIREMENT

Pursuant to the City Charter, Employee agrees to reside within the boundaries of the City at all times during his employment pursuant to this Agreement. If Employee resides outside the boundaries of the City at the time this Agreement is executed, Employee shall relocate within the boundaries of the City by the first day of his/her employment as City Manager.

IX. OUTSIDE ACTIVITIES

The employment provided by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting, teaching, or speaking opportunities provide indirect benefits to the City and the community, Employee may accept, with the Mayor's and Council's approval, limited consulting, teaching, and speaking opportunities where such opportunities shall not constitute interference with, nor a conflict of interest with, Employee's responsibilities under this Agreement. Employee shall submit all requests for outside consulting, teaching or speaking opportunities in writing to the Council.

X. INDEMNIFICATION

To the Extent the City is required and authorized to do so under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 *et seq.*) and other applicable law, the City shall indemnify and defend Employee for all civil claims brought against Employee which arise out of an alleged act or omission by Employee occurring during the performance of this Agreement, within the scope of his employment as City Manager, and provided that such act or omission is not willful or wanton.

XI. BONDING

City shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance and which is within the scope of his employment as City Manager.

XII. APPLICABILITY OF PERSONNEL POLICIES

A. Employee hereby acknowledged receipt of the City's current personnel rules and regulations, as now found in the City's Employee Handbook and available on the City of Greeley Intranet ("Personnel Policies"). Employee agrees to be bound by and adhere to the provision of the City's current Personnel Policies that apply to exempt management employees of the City, as they may be amended, modified, supplemented, or rescinded in the future.

B. In the event that any of the provisions of the Personnel Policies are inconsistent with or conflict with the terms of this Agreement, the terms of this Agreement shall be controlling.

XIII. ANNUAL APPROPRIATION

All financial obligations of the City under this Agreement shall be subject to the Council's annual appropriation of the funds necessary to satisfy such obligations.

XIV. NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given on the date of service if serviced personally, or three (3) days after mailing if mailed by certified first class mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City: City of Greeley
Attn: Mayor
1000 10th Street
Greeley, CO 80631

If to Employee: Raymond C. Lee III
1415 60th Ave.
Greeley, CO 80634

XV. GENERAL PROVISIONS

A. Integration. This Agreement sets forth the entire understanding between the City and Employee relating to the employment of Employee by the City. Any prior discussions or representations by or between the Parties are merged into and rendered null and void by this Agreement. Although the City's Personnel Policies applicable to Employee, as provided in Section XII above, may be amended, modified, supplemented, or rescinded at any time, the terms of this Agreement may only be modified by a writing signed by the Parties.

B. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and any judicial action brought by either Party to enforce the terms and conditions of this Agreement and/or to recover damages for a breach of this Agreement, shall be brought in the state courts located in Weld County, Colorado.

C. Assignment. This agreement is personal to the City and to Employee and may not be assigned or delegated by either Party without the prior written consent of the other Party.

D. No Waiver. All rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently. No failure of either Party to enforce any term of this Agreement shall be deemed a waiver of future enforcement of that or any other term.

E. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement.

F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

G. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same agreement. Facsimile and electronic signatures shall constitute original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

THE CITY OF GREELEY, COLORADO

By: _____
John Gates, Mayor

Attest:

Approved as to form:

Anissa Hollingshead, City Clerk

Douglas R. Marek, City Attorney

EMPLOYEE

Raymond C. Lee III

Council Agenda Summary

January 4, 2022

Key Staff Contact: Mayor Gates and Members of City Council

Title:

Introduction and first reading of an Ordinance authorizing a salary and certain benefits for the City Manager, Raymond C. Lee III

Summary:

The City Council has selected Raymond C. Lee III to be appointed as the Greeley City Manager. The City Council has negotiated a contract with Mr. Lee which will be presented to Council for approval on January 4, 2022.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None.

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for [Click here to enter a date.](#)

Attachments:

To be determined

Council Agenda Summary

January 4, 2022

Key Staff Contact: Mayor Gates and Members of City Council

Title:

Introduction and first reading of an Ordinance authorizing a salary and certain benefits for the City Manager, Raymond C. Lee III

Summary:

The City Council has selected Raymond C. Lee III to be appointed as the Greeley City Manager. The City Council has negotiated a contract with Mr. Lee which will be presented to Council for approval on January 4, 2022.

Fiscal Impact:

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

Legal Issues:

Section 3-15 of the Greeley Municipal Charter requires the fixing of compensation to be by ordinance. Consideration of this matter is a legislative process.

Other Issues and Considerations:

None.

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

- 1) Introduce the ordinance as presented; or
- 2) Amend the ordinance and introduce as amended; or
- 3) Deny the ordinance; or

- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for January 18, 2022.

Attachments:

City Manager Employment Contract

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2022

AN ORDINANCE AUTHORIZING A SALARY AND CERTAIN BENEFITS FOR THE CITY MANAGER.

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

WHEREAS, on January 4, 2022 Raymond C. Lee III has been appointed City Manager by Resolution effective January 4, 2022; and

WHEREAS, the City Council feels that it is appropriate to set the City Manager's compensation.

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

Section 1. The City Manager's salary is hereby set at \$260,740.00 annually.

Section 2. Other terms: Additional terms of employment are provided in a City Manager Employment Agreement which is attached hereto as Attachment A.

Section 3. The above referenced ordinance shall be effective upon passage and said salary shall be retroactive to January 4, 2022.

Section 4. The Mayor is hereby authorized to execute the attached City Manager Employment Agreement.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ___ DAY OF JANUARY, 2022.

ATTEST:

THE CITY OF GREELEY, COLORADO

CITY CLERK

MAYOR

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement (“Agreement”) is entered into this 4th day of January, 2022 by and between the CITY OF GREELEY, COLORADO, a Colorado home rule municipality (“City”) and Raymond C. Lee III, (“Employee”). City and Employee are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the City desires to employ the services of Employee as City Manager of the City as provided by Article IV of the Charter of the City of Greeley, Colorado (“City Charter); and

WHEREAS, it is the desire of the Greeley City Council (the “Council”) to provide certain compensation and benefits to Employee, establish the terms and conditions of Employee’s employment with the City, and, to the extent permitted by law, define the working relationship between the Council and Employee; and

WHEREAS, Employee desires to accept employment with the City as City Manager in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and Employee agree as follows:

I. DUTIES

The City hereby agrees to employ Employee as City Manager to perform the functions and duties specified in Article IV of the City Charter and to perform such other legally permissible and proper functions as provided in other provision of the City Charter, the City Code, and State law, and as the City Council may assign to Employee from time to time. Employee acknowledges and agrees that as City Manager he is an at-will City employee and is classified as an exempt employee under the Fair Labor Standards Act.

II. TERM

A. Employee shall commence employment with the City pursuant to this Agreement effective January 4, 2022 (“Effective Date”), and shall continue in that position pursuant to Section 4-1 of the City Charter for an indefinite term.

B. Nothing herein shall prevent, limit or otherwise interfere with the right of the Council to terminate Employee’s employment pursuant to this Agreement as provided for in the City Charter. Further, nothing herein shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his employment as City Manager, provided, however, that Employee gives the City no less than thirty (30) days prior written notice of his intent to resign.

III. COMPENSATION AND BENEFITS

A. Salary. The City shall pay Employee an annual base salary of Two Hundred Sixty Thousand Seven Hundred Forty Dollars (\$260,740.00) commencing on the Effective Date, which shall be payable in periodic installments at the same time as other City employees are paid and subject to customary and mandatory deductions required by law and any deductions authorized by Employee. Any subsequent modifications of Employee's salary shall be accomplished by Council ordinance and shall be incorporated into this Agreement by this reference without the necessity of further modification or amendment of this Agreement.

B. Paid Time Off. Employee shall accrue paid time off at the rate of 12.31 hours per pay period (i.e. 8 weeks per calendar year) and shall accumulate, hold, and utilize paid time off as if Employee has tenure with the City of twenty-one years or more in accordance with City paid time off policies as described in the City's employee handbook.

C. Executive Leave. Employee shall receive forty hours of executive leave each calendar year. Executive leave shall be used in full day (8 hour) increments, and executive leave that is not used by the end of each calendar year shall not carry over to the following calendar year.

D. Disability, Health, and Life Insurance. The City will offer and provide Employee and his qualified dependents the same insurance benefit package and plans provided to all full-time employees of the City, which benefit packages and plans currently include, without limitation, group life, accidental death and dismemberment insurance, long-term and short-term disability insurance, health and dependent care flexible spending accounts, dental insurance, vision insurance, and major medical insurance.

E. Medical and other Leave. Employee shall be entitled to receive those medical leave benefits provided to all full-time employees of the City.

F. Retirement. The City shall contribute ten percent (10%) of Employee's annual base salary to the City's 401(k) retirement savings plan. The City's contributions shall be contributed in installments corresponding with Employee's usual pay schedule and shall be calculated based upon on the amount of Employee's salary paid each pay period. As of the Effective Date, the City's contributions shall be fully vested on behalf of Employee.

G. Car Allowance. The City shall pay Employee a car allowance in the amount of Six Hundred Dollars (\$600.00) per month to be used to purchase, lease, or own, operate and maintain a car.

H. Relocation. The City shall, according to City procurement procedures, contract with and pay a moving company the actual expenses of moving Employee and his family to their first permanent residence within the boundaries of the City up to an amount not more than Six Thousand Dollars (\$6,000.00). Such expenses shall include the actual cost of packing, moving, storage, unpacking, and insurance. Employee shall submit no more than one invoice for relocation expenses, and shall provide documentation as requested by the City's Finance Director.

I. Temporary Housing. City shall pay Employee for his actual expenses for temporary housing for himself and his family within the boundaries of the City; provided, however, that such temporary housing expenses shall not be paid for temporary housing more than sixty (60) days after the Effective Date and shall not exceed four thousand dollars (\$4,000.00). Employee shall submit no more than two requests for reimbursement of his temporary housing expenses, and shall provide proper documentation as requested by the City's Finance Director.

J. Consideration shall be given on an annual basis to increase Employee's salary and other benefits.

IV. GENERAL EXPENSES AND PROFESSIONAL DEVELOPMENT

A. General Expenses. To the extent that the City's Finance Director is authorized by applicable administrative procedures and policies of the City, the Finance Director is authorized to pay directly or reimburse Employee for non-personal and generally job-related expenses upon receipt of proper documentation submitted not more often than monthly.

B. Professional Development. The City agrees to budget for and to pay for professional dues and subscriptions for the benefit of Employee necessary for continuation and full participation in International City Managers Association (ICMA), National Forum Black Public Administrators (NFBPA), and Colorado Municipal League (CML), which are necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City. Further, the City agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions necessary and desirable for Employee's professional development and to pursue necessary official functions for the City, including, but not limited to, the ICMA Annual Conference, Colorado Municipal League Annual Conference, and such other groups and committees in which Employee serves as a member.

C. Community Activities. The City recognizes the desirability of Employee participating in service and charitable organizations in the community and in the event Employee becomes a member of any such services or charitable organizations, the City will pay all reasonable expenses and fees related to such membership to the extent such expenses and fees are budgeted for and appropriated.

V. TERMINATION AND SEVERANCE

A. Pursuant to Article IV of the City Charter, Employee shall be considered an at-will employee under this Agreement and, therefore, the Council may remove Employee from his position as City Manager at any time with or without cause.

B. In the event that Employee is removed from his position as City Manager by the Council for "cause," Employee shall only be entitled to such accrued compensation and benefits as are required to be paid or provided to him under this Agreement. As used in this Section V, the word for "cause" shall mean: (1) conviction of a felony or a crime of moral turpitude; (2) dishonesty towards, fraud upon, or deliberate injury or attempted injury to the City; or (3) uncured breach by Employee of a term or condition of this Agreement.

C. In the event that Employee voluntarily resigns from his employment with the City under this Agreement, Employee shall not be entitled to receive any further compensation, including, without limitation, severance pay, from the City accruing after the effective date of his resignation. Employee shall, however, be entitled to receive from the City all compensation and benefits that have accrued under this Agreement up to the effective date of his resignation. In the event Employee voluntarily resigns from his position as City Manager, Employee shall provide no less than thirty (30) days' notice to the City.

D. For the purposes of this Section V, termination shall occur if any of the following events occur:

1. The City, the electors of the City, the Colorado State Legislature or the Colorado Courts amend or abolish any provision of the City Charter, City Code, or state law pertaining to the duties, powers, role, authority, and responsibilities of the Employee's position as City Manager in such a manner that substantially changes the form of the City's government;
2. If the City materially reduces Employee's base salary, compensation, or any other benefit, unless such reduction is applied in a proportionally equal manner to all City employees;
3. If Employee resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the governing body.

E. In the event that Employee is removed from his position as City Manager by the Council for any reason other than for "cause" as defined in Section V.B. above, or if a termination event occurs as defined in Section V.D. above, the City shall provide a severance payment equal to:

1. In the event Employee is removed from his position as provided in this Section V.E. in the first year of the Term of this Agreement, the City shall pay Employee one hundred percent (100%) of his annual base salary;
2. In the event Employee is removed from his position as provided in this Section V.E. in the second year of the Term of this Agreement, the City shall pay Employee eighty percent (80%) of his annual base salary;
3. In the event Employee is removed from his position as provided in this Section V.E. in the third year of the Term of this Agreement, the City shall pay Employee sixty percent (60%) of his annual base salary;
4. In the event Employee is removed from his position as provided in this Section V.E. in the fourth year of the Term of this Agreement, or any time thereafter, the City shall pay Employee fifty percent (50%) of his annual base salary.

The severance payment payable to Employee shall be paid in a lump sum unless otherwise agreed to by the City and Employee. The payment to be made is intended to compensate Employee for release of all legal and equitable claims of Employee, and shall be paid only in the event Employee executes a release of such claims in a form acceptable to the City.

F. In the event Employee voluntarily resigns from his position as City Manager under this Agreement or is removed from his position by the Council with or without cause, Employee shall retain all rights and benefits that may have accrued to him under any of the benefit, pension, or deferred compensation plans provided to him under this Agreement and that he is entitled to retain in accordance with the provisions of such plans and applicable law as any City employee who has resigned or been terminated from employment with the City would be entitled to retain.

VI. PERFORMANCE EVALUATION

City Council shall, together with a third party agreeable to the Council and Employee, review the performance of the Employee no later than March 1 of each year in accordance with the performance review process for all City employees. The review shall focus on Employee's performance of the duties and responsibilities assigned to the City Manager position by the City Charter, City Code, and this Agreement, as well as the achievement of any goals or performance objectives established by the City Council in consultation with Employee. The review process shall, at a minimum, include the opportunity for the Parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation in a closed or open meeting of the City Council at the option of Employee; and (3) present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to Employee within thirty (30) days of the evaluation meeting.

City Council agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as City Council may determine that it is desirable to do so on the basis of (1) merit following an annual performance evaluation made at the same time as similar consideration is given other employees general; and (2) an annual analysis of salaries and compensation for similar positions within Colorado and nationally, conducted by the Human Resources Department or a third party consultant, to ensure the Employee's salary and benefits remain market competitive.

VII. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside normal office hours on business for the City. As City manager, Employee is subject to call at any time, is required to attend night meetings, and is required to participate in various activities that benefit the City, often working long hours and at times that are not considered normal working hours. The Council expects Employee to manage his schedule and working hours using good professional judgment in establishing an appropriate work schedule.

VIII. RESIDENCY REQUIREMENT

Pursuant to the City Charter, Employee agrees to reside within the boundaries of the City at all times during his employment pursuant to this Agreement. If Employee resides outside the boundaries of the City at the time this Agreement is executed, Employee shall relocate within the boundaries of the City by the first day of his/her employment as City Manager.

IX. OUTSIDE ACTIVITIES

The employment provided by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting, teaching, or speaking opportunities provide indirect benefits to the City and the community, Employee may accept, with the Mayor's and Council's approval, limited consulting, teaching, and speaking opportunities where such opportunities shall not constitute interference with, nor a conflict of interest with, Employee's responsibilities under this Agreement. Employee shall submit all requests for outside consulting, teaching or speaking opportunities in writing to the Council.

X. INDEMNIFICATION

To the Extent the City is required and authorized to do so under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 *et seq.*) and other applicable law, the City shall indemnify and defend Employee for all civil claims brought against Employee which arise out of an alleged act or omission by Employee occurring during the performance of this Agreement, within the scope of his employment as City Manager, and provided that such act or omission is not willful or wanton.

XI. BONDING

City shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance and which is within the scope of his employment as City Manager.

XII. APPLICABILITY OF PERSONNEL POLICIES

A. Employee hereby acknowledged receipt of the City's current personnel rules and regulations, as now found in the City's Employee Handbook and available on the City of Greeley Intranet ("Personnel Policies"). Employee agrees to be bound by and adhere to the provision of the City's current Personnel Policies that apply to exempt management employees of the City, as they may be amended, modified, supplemented, or rescinded in the future.

B. In the event that any of the provisions of the Personnel Policies are inconsistent with or conflict with the terms of this Agreement, the terms of this Agreement shall be controlling.

XIII. ANNUAL APPROPRIATION

All financial obligations of the City under this Agreement shall be subject to the Council's annual appropriation of the funds necessary to satisfy such obligations.

XIV. NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given on the date of service if serviced personally, or three (3) days after mailing if mailed by certified first class mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City: City of Greeley
Attn: Mayor
1000 10th Street
Greeley, CO 80631

If to Employee: Raymond C. Lee III
1415 60th Ave.
Greeley, CO 80634

XV. GENERAL PROVISIONS

A. Integration. This Agreement sets forth the entire understanding between the City and Employee relating to the employment of Employee by the City. Any prior discussions or representations by or between the Parties are merged into and rendered null and void by this Agreement. Although the City's Personnel Policies applicable to Employee, as provided in Section XII above, may be amended, modified, supplemented, or rescinded at any time, the terms of this Agreement may only be modified by a writing signed by the Parties.

B. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and any judicial action brought by either Party to enforce the terms and conditions of this Agreement and/or to recover damages for a breach of this Agreement, shall be brought in the state courts located in Weld County, Colorado.

C. Assignment. This agreement is personal to the City and to Employee and may not be assigned or delegated by either Party without the prior written consent of the other Party.

D. No Waiver. All rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently. No failure of either Party to enforce any term of this Agreement shall be deemed a waiver of future enforcement of that or any other term.

E. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement.

F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

G. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same agreement. Facsimile and electronic signatures shall constitute original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

THE CITY OF GREELEY, COLORADO

By: _____
John Gates, Mayor

Attest:

Approved as to form:

Anissa Hollingshead, City Clerk

Douglas R. Marek, City Attorney

EMPLOYEE

Raymond C. Lee III

Council Agenda Summary

January 4, 2022

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9742

Title:

Appointment of applicants to the Citizen Budget Advisory Committee, Greeley Art Commission, and Human Relations Commission

Summary:

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

Fiscal Impact:

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

Legal Issues:

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

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

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

Other Issues and Considerations:

Not applicable

Strategic Work Program Item or Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

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

Attachments:

Ballot

December 2021/January 2022 Boards and Commissions Transmittal Summary



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

***** BALLOT *****

Citizen Budget Advisory Committee	
<i>3 Positions</i>	
<input type="checkbox"/>	Barry Eastman
<input type="checkbox"/>	Jesse Quinby (I)
<input type="checkbox"/>	John Shull (I)
<input type="checkbox"/>	(Recruit For Additional Applicants)

Greeley Art Commission	
<i>1 Position</i>	
<input type="checkbox"/>	Louisa Anderson
<input type="checkbox"/>	(Recruit For Additional Applicants)

Human Relations Commission	
<i>1 Position</i>	
<input type="checkbox"/>	Fatima Groom
<input type="checkbox"/>	(Recruit For Additional Applicants)

(I) = Incumbent

Boards & Commissions Transmittal

December 13, 2021

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

Interview Date

December 22, 2021

Council Interview Team

Councilmembers DeBoutez and Hall

Council Appointment Date

January 4, 2022

Boards and Commissions Being Interviewed

- **Citizen Budget Advisory Committee**
- **Greeley Art Commission**
- **Human Relations Commission**

Council's Recruitment and Qualifications Policy

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

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

Legal Issues

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

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

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

Applicable Council Goal or Objective

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

Decision Options

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

Attachments

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

Transmittal reviewed by:  Raymond Lee, City Manager  Anissa Hollingshead, City Clerk

Council Agenda Summary

Title:

Scheduling of Meetings, Other Events

Summary:

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Planning Calendar and Schedule for City Council Meetings and Work Sessions and make any necessary changes regarding any upcoming meetings or events.

Attachments:

Council Meetings and Other Events Calendars

Council Meeting and Work Session Schedule/Planning Calendar

January 3, 2022 - January 9, 2022

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					

February 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					

Monday, January 3

Tuesday, January 4

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

Wednesday, January 5

Thursday, January 6

3:30pm - IG Adv. Board (Butler)

6:00pm - MPO (Payton/Olson)

Friday, January 7

Saturday, January 8

Sunday, January 9

January 10, 2022 - January 16, 2022

January 2022

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 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					

Monday, January 10

Tuesday, January 11

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

Wednesday, January 12

Thursday, January 13

7:30am - Poudre River Trail (Hall) 

Friday, January 14

Saturday, January 15

Sunday, January 16

January 17, 2022 - January 23, 2022

January 2022

Su	Mo	Tu	We	Th	Fr	Sa
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 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					

Monday, January 17

Tuesday, January 18

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

Wednesday, January 19

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

Thursday, January 20

7:30am - 8:30am DDA (DeBoutez/Butler)

3:30pm - 4:30pm Airport Authority (Clark/Payton)

Friday, January 21

Saturday, January 22

Sunday, January 23

January 24, 2022 - January 30, 2022

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					

February 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					

Monday, January 24

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

Tuesday, January 25

- 6:00pm - City Council Worksession Meeting (Council Chambers and Zoom) - Council Master Calendar ☺

Wednesday, January 26

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

Thursday, January 27

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

Friday, January 28

Saturday, January 29

Sunday, January 30

City Council Meeting Scheduling 2022

Current as of 12/31/2021			
This schedule is subject to change			
Date	Description	Sponsor	Placement/Time
January 11, 2022 Worksession Meeting	COVID-19 Update	Raymond Lee	0.25
	Discussion of 2022 Council Meeting and Work Session Calendar	Raymond Lee	0.25
	2020 Financial Audit Report and Comprehensive Annual Financial Report	John Karner	0.25
	Update of Poudre River Corridor Open Space Opportunity	Kelly Snook	0.25
	Update of Bittersweet Park revegetation strategy	Kelly Snook	0.50
January 18, 2022 Council Meeting	Resolution-Acceptance of Airport Grant	Paul Trombino	Consent
	Resolution-CDOT IGA for Highway Safety Grant at CR17	Paul Trombino	Consent
	Resolution-CDOT IGA for Fiber Phase 3	Paul Trombino	Consent
	Ordinance-PH and Second Reading-GMC Updates related to the non-potable water development policy	Sean Chambers	Regular
	Ordinance-PH and Second Reading - Authorizing the use of eminent domain for the acquisition of right of way for easements required for Terry Ranch Water Project pipeline and related infrastructure	Sean Chambers	Regular
Ordinance-PH and Second Reading - Triennial Review of Boards and Commissions	Stacey Aurzada	Regular	
January 25, 2022 Worksession Meeting	COVID-19 Update	Raymond Lee	
	Homeless update	Becky Safarik	
	Greeley On the Go Transportation Master Plan	Paul Trombino	0.50
	Ordinance creating Special Districts	Becky Safarik	
	Executive Session - Discussion of City Attorney review process	Kathleen Hix	
February 1, 2022 Council Meeting	Intro-Ordinance-Conveyance of easement to City of Loveland for a recreational trail	Sean Chambers	Consent
	Resolution-Approving Wildlife Recovery Research IGA with Colorado State University	Sean Chambers	Consent

Council Agenda Summary

Title:

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

Council's Recommended Action:

A motion to approve the above authorizations.