



Remote Meeting Instructions for the October 20, 2020, City Council Meeting:

In order to comply with all health orders and State guidelines to stop the spread of the COVID-19 Coronavirus, no physical location, including the City Council Chambers, will be set up for viewing or participating in this Council Meeting.

You can view this Council Meeting by following the instructions below to watch the YouTube live stream. By utilizing this option to view the meeting, you will not be able to provide live input during the meeting. To provide live input, see the "In real time" instructions near the bottom of this page.

- From your laptop or computer, click the following link or enter it manually into your Web Browser: (www.youtube.com/CityofGreeley)
- Clicking the link above will take you to the City of Greeley's YouTube Channel.
- Once there, you will be able to view the meeting!

Citizen input and public comment for items appearing on this agenda as public hearings/quasi-judicial are valuable and welcome!

Anyone interested in participating and sharing public comments have a few of options:

Via email? – Submit to cityclerks@greeleygov.com

All comments submitted this way will be read into the record at the appropriate points during this meeting in real time. Comments can be submitted up to and throughout this meeting.

Via traditional Mail? - **Address to the Greeley City Clerk's Office, 1000 10th Street, Greeley, CO 80631**

All written comments must be received no later than the day of the meeting. Again, written comments received by mail will also be read into the record in real time.

In real time? – <https://greeleygov.zoom.us/j/91910136877>

Clicking the link above will give you access to the live meeting where you will become a virtual audience member and be able to speak under Citizen Input on items not already on the agenda or during a scheduled public hearing.

Please visit the City's website at <https://greeleygov.com/government/council> to view and download the contents of the October 20, 2020, City Council Meeting. You are also welcome to call the City Clerk's Office at 970-350-9740 with any special needs or questions that you may have.



Mayor
John Gates

Councilmembers

Tommy Butler
Ward I

Brett Payton
Ward II

Michael Fitzsimmons
Ward III

Dale Hall
Ward IV

Kristin Zasada
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.

City Council Agenda

October 20, 2020 at 6:00 PM

This meeting will be conducted remotely. (See previous page for participation instructions and/or to view the YouTube live stream.)

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Recognitions and Proclamations
5. Citizen Input
6. Approval of the Agenda
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 or staff 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. Acceptance of the Report of the October 6, 2020, Performance Review Committee meeting
10. Approval of the City Council Proceedings of October 6, 2020
11. Consideration of a resolution of the Greeley City Council authorizing the City to enter into an Intergovernmental Agreement with Colorado Department of Transportation, Division of Transit and Rail, entitled "2020 – 5339 SU: Two (2) 40' CNG Bus Expansions"
12. Consideration of a resolution amending the Capital Funding and Pledge Agreement by and among the City of Greeley, Greeley Downtown Development Authority, and Lincoln Park Hotel, LLC
13. Consideration of a resolution establishing the 2020 tax levy

and directing the certification of the same to the Board of County Commissioners

- [14.](#) Consideration of a resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the State of Colorado and to serve as the fiscal agent for the Northeast All Hazard Region Homeland Security Grant Program for the 2020 grant award
- [15.](#) Consideration of a resolution authorizing an Intergovernmental Agreement between the City of Loveland, the City of Fort Collins, and the City of Greeley for sharing of judicial services
- [16.](#) Consideration of a resolution authorizing the City of Greeley to enter into a Grant Agreement between the City of Greeley and the State of Colorado, Division of Local Affairs, regarding receipt of grant funding provided by the Peace Officers Mental Health Support Grant Program
- [17.](#) Introduction and first reading of an ordinance adopting amendments to the Greeley Municipal Code, Appendix 18-B and Table 18.42-1 of Section 18.30.070, adding short-term rentals as an allowed land use

End of Consent Agenda

- [18.](#) Pulled Consent Agenda Items
- [19.](#) Public hearing and final reading of an ordinance adopting the Budget for 2021
- [20.](#) Public hearing and final reading of an ordinance adopting the General and Seasonal/Hourly Employee Pay Plans for 2021
- [21.](#) Public hearing and final reading of an ordinance to consider a change of zone from I-L (Industrial Low Intensity) to R-H (Residential High Density) zoning for .29 acres of property located at 1530 4th Avenue, known as the 1530 4th Avenue Rezone, and changing the official zoning map to reflect the same
- [22.](#) Public hearing to consider the 2021 Community Development Block Grant budget
- [23.](#) Consideration of a resolution authorizing the City to enter into an Allotment Contract between The Windy Gap Firing Project Water Activity Enterprise, Municipal Subdistrict, Northern Colorado Water Conservancy District, and The City of Greeley, acting by and through its Water Enterprise, for capacity in The Windy Gap Firing Project
- [24.](#) Appointment of applicants to the Downtown Development Authority, Greeley Art Commission, and Historic Preservation 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 at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
- [27.](#) Adjournment

Council Agenda Summary

October 20, 2020

Agenda Item Number 1

Title

Call to Order

Council Agenda Summary

October 20, 2020

Agenda Item Number 2

Title

Pledge of Allegiance

Council Agenda Summary

October 20, 2020

Agenda Item Number 3

Title

Roll Call

Summary

Mayor Gates

Councilmember Butler

Councilmember Payton

Councilmember Hall

Councilmember Fitzsimmons

Councilmember Clark

Councilmember Zasada

Council Agenda Summary

October 20, 2020

Agenda Item Number 4

Title

Recognitions and Proclamations

Summary

Councilmember Clark will present the What's Great about Greeley Report.

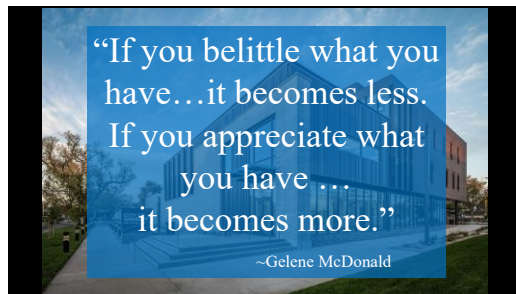
Attachments

October 20, 2020 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.

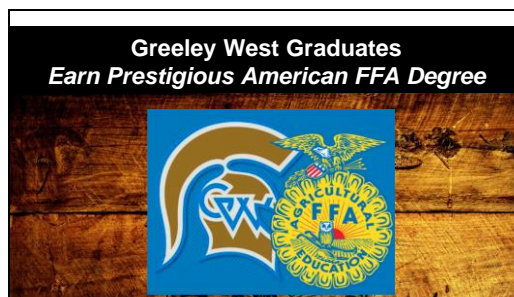
Tonight it's my turn to announce the recognitions. I'll start with a quote, "If you belittle what you have, it becomes less. If you appreciate what you have, it becomes more." With these announcements we are appreciating the good work of our residents, showing support for their efforts, and encouraging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

Slide 3



Greeley has been ranked #48 on WalletHub's '2020 Fastest Growing Cities in America' list, ranked 6th in "Jobs and Economy" and tied for 1st in the "Highest Regional Growth Domestic Product" category. The list compares 515 cities across the country, analyzing various growth factors such as population, unemployment rates, and more.

Slide 4



Congratulations to recent Greeley West graduates Allison Berg, Ashley Dhooge, Robert Erickson, Bryce Ewing, Kiara Johnson, Bobbie Moss, Riese Weaver, Sierra Weaver, and Taylor Webb for receiving the prestigious American FFA Degree. The American FFA Degree is awarded to a select group of student members in recognition of their years of academic and professional excellence. Students must complete a 12-page application, complete 50 hours of community service, and demonstrate outstanding leadership abilities and civic involvement to be eligible.

Slide 5



Northridge High School STEM Academy has been recognized as a Distinguished Academy for the 2019-2020 school year by National Academy Foundation. This highly competitive distinction recognizes that students in the Northridge STEM Academy are college and career ready, and that the academy mirrors the demographics of the school in the categories of ethnicity, gender, English language learners and students who qualify for free and reduced meals. In addition, 100 percent of the academy's rising seniors participate in paid internships. Northridge far exceeds the NAF expectations in all areas.

Slide 6



Congratulations to brewer Kyle Carbaugh of Wiley Roots Brewing for receiving a Mazer Cup International Gold for their Bienenstich Bier, an Imperial Sour Honey Ale made with local Colorado honey ... and to Randy Waddles of Broken Plow Brewery, for taking the silver medal for their braggot beer, Ureka, in the same category.

Slide 7



And that's What's Great about Greeley.

Council Agenda Summary

October 20, 2020

Agenda Item Number 5

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 on this evening's agenda. Individual comments read into the record will be limited to 3 minutes and must include the name and address of the person submitting the comments for the record.

Council Agenda Summary

October 20, 2020

Agenda Item Number 6

Title

Approval of the Agenda

Council Agenda Summary

October 20, 2020

Agenda Item Number 7

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

October 20, 2020

Agenda Item Number 8

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

Council Request	Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
None.			

Consent Agenda

October 20, 2020

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

Once the Clerk has read each Consent Agenda item into the record, along with Council's recommended action, Council or staff may request the item be "pulled" off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

The Consent Agenda includes Items No. 9 through 17 and their recommended actions.

Council's Recommended Action

To approve Items No. ____ through ____ or

To approve Items No. ____ through ____ with the exceptions of No.(s) ____

Council Agenda Summary

October 20, 2020

Agenda Item Number 9

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

Title:

Acceptance of the Report of the October 6, 2020, Performance Review Committee meeting

Summary:

A meeting of the Performance Review Committee was held on October 6, 2020, virtually utilizing the Zoom Platform.

Decision Options:

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

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

October 6, 2020 Report

City of Greeley, Colorado
CITY COUNCIL SUBCOMMITTEE
Review Procedures for Council Direct Reports
 October 6, 2020

The session began at 5:06 p.m. and was held remotely via the City's Zoom platform.

Those present were Mayor John Gates and Councilmembers Michael Fitzsimmons and Brett Payton. Also present were Anissa Hollingshead, City Clerk; Cheryl Aragon, Deputy City Clerk; Maria Gonzalez-Estevez, Human Resources Director; Abbie Poniatowski, Assistant to the City Manager; and Paul Fetherston, Deputy City Manager.

Ms. Gonzalez-Estevez reported that various proposals had been developed based on the last meeting of this Subcommittee held in September. She stated that the proposals center around streamlining in terms of process and forms used; better use of two-way communication between the three direct reports and Council, especially with the Judge and City Attorney, since interaction with the City Manager is typically much for frequent and regular; development of clear goals and mid-year check ins on those goals, to include professional development and process improvement goals; and then consideration of the 360 reviews for each.

Discussion ensued about the 360 reviews and how they have been conducted in the past because of cost. It was noted that this will continue to be researched for the best way to move forward with these in the future. A menu of options will be provided for those so a decision can be made on frequency and timing.

The Mayor and Councilmembers expressed support for the broad ideas shared and especially liked the idea of more intentional efforts to connect and check in with each more often throughout the year.

Ms. Gonzalez-Estevez shared that staff has the idea of having all of this done via the City's digital platform so that these three reviews are processed the same way reviews for other employees are handled. She also noted that some draft forms will be prepared in time for the next meeting, October 20th, and that the three staff members who report to the City Council will be invited to join that meeting.

Mayor Gates inquired about the ability to access the previous years' notes and evaluation, and Ms. Estevez confirmed that they would have access to previous materials on that platform.

It was noted that the draft documents and plan will be presented at the October 20th meeting and then presented to the full Council following that.

There being no further business to discuss at this meeting, it was adjourned at 5:29 p.m.

Cheryl Aragon, Interim City Clerk

Council Agenda Summary

October 20, 2020

Agenda Item Number 10

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

Title:

Approval of the City Council Proceedings of October 6, 2020

Summary:

A meeting of the City Council was held on October 6, 2020, virtually utilizing the Zoom Platform.

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:

September 6, 2020 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
 October 6, 2020

1. Call to Order

Mayor John Gates called the remote meeting to order at 6:00 p.m. via Zoom Meetings.

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. Those present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. Recognitions and Proclamations

Councilmember Butler presented the What's Great About Greeley Report.

Mayor Gates presented a proclamation recognizing National Arts & Humanities Month.

5. Citizen Input

Mr. Harvey read an email into the record from Sandy (no last name provided), Greeley resident, who explained that she is creating a Facebook page called Greeley Daily Motivation that will contain daily motivational and uplifting messages.

Dave Johnston, Greeley resident, updated Council on the problem property he brought to Council's attention during the September 15th Council meeting. He noted that very little has changed since September 15th, adding that hearings regarding the property have continued to be postponed and that he does not believe the City has done anything to fix the issues.

6. Approval of Agenda

The agenda was approved as presented.

7. Reports from Mayor and Councilmembers

Mayor Gates briefed Council on the work of the Council Subcommittee that is analyzing the review process for the employees that report directly to Council. He also spoke about the unveiling of Tointon Way Downtown honoring Bob and Betty Tointon.

8. Initiatives from Mayor and Councilmembers

No initiatives were requested.

* * * * Consent Agenda * * * *

9. Approval of the Special City Council Proceedings of September 8, 2020

The Council action recommended was to approve the Special Proceedings.

10. Acceptance of the Report of the September 8, 2020, City Council Worksession

The Council action recommended was to accept the Report.

11. Acceptance of the Report of the September 15, 2020, Performance Review Committee meeting

The Council action recommended was to accept the Report.

12. Approval of the City Council Proceedings of September 15, 2020

The Council action recommended was to approve the Proceedings.

13. Acceptance of the Report of the September 22, 2020, City Council Worksession

The Council action recommended was to accept the Report.

14. Consideration of a resolution of the City of Greeley City Council authorizing agreements with the Union Pacific Railroad for maintenance of the 8th street and the 10th street crossings necessary for completion of construction

This item was pulled off the Consent Agenda.

15. Consideration of a resolution to support an application for grant funding from the State of Colorado Department of Natural Resources State Trails program for re-construction of the Poudre River Trail east of 71st Avenue

The Council action recommended was to adopt the resolution. **(Resolution No. 47, 2020)**

16. Consideration of a resolution appointing John Karner to the Position of Finance Director and Ex-officio City Treasurer

The Council action recommended was to adopt the resolution. **(Resolution No. 48, 2020)**

17. Consideration of a resolution authorizing the City of Greeley to enter into a Grant Agreement between the City of Greeley and the State of Colorado, Division of Local Affairs, regarding receipt of grant funding provided by the Gray and Black Market Marijuana Enforcement Program

The Council action recommended was to adopt the resolution. **(Resolution No. 49, 2020)**

18. Introduction and first reading of an ordinance adopting the General and Seasonal/Hourly Employee Pay Plans for 2021

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for October 20, 2020.

19. Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from I-L (Industrial Low Intensity) to R-H (Residential High Density) for approximately .29 acres of property located at 1530 4th Avenue, known as the 1530 4th Avenue Rezone

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for October 20, 2020.

20. Consideration to approve a change order in the amount of \$68,080.00 to the contract with JUB Engineers for the 20th Street from 83rd to 90th Avenue roadway project bringing the revised contract amount from \$481,968.00 to \$550,048.00

This item was pulled off the Consent Agenda.

*** * * * End of Consent Agenda * * * ***

Councilmember Payton moved, seconded by Councilmember Zasada to approve Item Nos. 9-13 and Item Nos. 15-19 on the Consent Agenda and their recommended actions. The motion carried: 7-0

21. Pulled consent agenda items

14. Consideration of a resolution of the City of Greeley City Council authorizing agreements with the Union Pacific Railroad for maintenance of the 8th street and the 10th street crossings necessary for completion of construction

Councilmember Butler requested a timeline for the quiet zones going in place. Joel Hemesath, Public Works Director, explained that there is no timeline as of yet but it is likely to be the first part of 2021. He added that the contractor has already done some work in some of the areas.

Councilmember Butler moved, seconded by Councilmember Clark to approve the resolution. The motion carried: 7-0 (**Resolution No. 46, 2020**)

20. Consideration to approve a change order in the amount of \$68,080.00 to the contract with JUB Engineers for the 20th Street from 83rd to 90th Avenue roadway project bringing the revised contract amount from \$481,968.00 to \$550,048.00

Councilmember Clark inquired about how this amount of money is missed in the bid and whether there is a threshold when changes are large enough that they have to come back to Council

Mr. Hemesath explained that change orders are not being requested because something was missed. They are necessary because the project changed or evolved before it was completed and those changes happened

to cost more money. He added that the threshold is 25% of the project and over \$100,000 before it has to go back to Council for approval.

In response to questions from Councilmember Zasada, Roy Otto, City Manager, explained that extra funds are budgeted in each project to cover potential changes in cost, but sometimes the cost of the change requires that it go to Council for approval. He added that the cost of this proposed change order has already been budgeted for.

Councilmember Clark moved, seconded by Councilmember Zasada to approve the change order. The motion carried: 7-0. **(Change Order No. 10, 2020)**

22. Public hearing and final reading of an ordinance to adopt a new section of the Greeley Municipal Code, in order to establish allowances and regulations to activities within the City-managed natural areas and trail corridors

Andy McRoberts, Culture, Parks and Recreation Director, noted that the new section of the Code being presented has been amended as it was requested during introduction on September 15th.

Mayor Gates opened the public hearing at 6:35 p.m., and none was provided.

Councilmember Hall moved, seconded by Councilmember Fitzsimmons to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 **(Ordinance No. 22, 2020)**

In response to a question from Mayor Gates regarding the landscaping work occurring at Bittersweet Park, Mr. McRoberts explained that they have replaced the irrigation system and converted from bluegrass to native grasses because it will save the City a significant amount on watering and maintenance costs. He added that there were several neighborhood meetings on the subject to take public input and to educate the public and that it will take two to five years for the new native grasses to fully take hold and get fully established. He also explained that the contractor will be working for the next year to do extra maintenance to help the new grass take hold and look better.

Mr. Otto explained that this will create great savings in water and maintenance/mowing going forward; it just temporarily will not look great.

In response to a question from Councilmember Clark, Mr. McRoberts explained that staff will pay special attention to the Veterans Memorial and Police Memorial within the park.

23. Public hearing and introduction and first reading of an ordinance adopting the Budget for 2021

Robert Miller, Interim Finance Director, highlighted the budget schedule; discussed the City Council priorities being reflected in the proposed budget; and discussed the process used to develop the 2021 budget. He also highlighted the 2021 resources for the budget including an overview of the total amount being proposed for appropriation; discussed 2021 expenditures by department; highlighted reductions between the 2020 and 2021 budgets; discussed strategic investments recommended within the budget; provided 2021 major capital fund highlights and 2021 capital project highlights; and described the 2021 utility rate changes, available general fund reserves, and provided a 2021 budget summary.

Mr. Otto thanked Mr. Miller for all of his hard work taking over finance right after the COVID-19 pandemic began and still being able to assemble a great budget.

In response to a question from Councilmember Clark, Mr. Miller explained that most of the cuts to the Culture, Parks and Recreation Department budget are due to staffing changes and reductions.

Councilmember Clark also inquired about why the Active Adult Center would not be opened until March. Mr. McRoberts explained that this was the best estimate of when flu season would be over, and he added that some popular programs are being moved to other facilities that will be open between now and March.

Mayor Gates opened the public hearing at 7:04 p.m., and none was provided.

Councilmember Fitzsimmons moved, seconded by Councilmember Hall to introduce the ordinance and schedule the public hearing and final reading for October 20, 2020. The motion carried: 7-0

24. Consideration of a resolution of appreciation and support for the officers of the Greeley Police Department

Doug Marek, City Attorney, highlighted the background on this item; explained that Councilmember Clark drafted the proposed resolution; and discussed the contents of the resolution.

Councilmember Clark thanked the Greeley Police Department for the great work they do and highlighted a number of projects, programs, and policies the Police Department is involved in.

Councilmember Zasada moved, seconded by Councilmember Payton to adopt the resolution. The motion carried: 7-0. **(Resolution No. 50, 2020)**

25. Consideration of a resolution designating the City's Claims Review Board as the appropriate body to determine indemnification of sworn employees of the Greeley Police Department in certain civil actions

Maria Gonzalez-Estevez, Human Resources Director, briefly explained the resolution.

Councilmember Fitzsimmons moved, seconded by Councilmember Clark to adopt the resolution. The motion carried: 7-0. **(Resolution No. 51, 2020)**

26. Scheduling of meetings, other events

There were no additional meetings or events scheduled.

22. 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

Councilmember Payton moved, seconded by Councilmember Fitzsimmons to approve the above authorizations, and the motion carried: 7-0

23. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 7:11 p.m.

John Gates, Mayor

Jerry Harvey, Assistant City Clerk

Council Agenda Summary

October 20, 2020

Agenda Item Number 11

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Consideration of a resolution of the Greeley City Council authorizing the City to enter into an Intergovernmental Agreement with Colorado Department of Transportation, Division of Transit and Rail, entitled "2020 – 5339 SU: Two (2) 40' CNG Bus Expansions"

Summary:

Although some of the City of Greeley transit grant funding comes directly from the Federal Transit Administration (FTA), other funding such as FTA Section 5339, has to be facilitated through an IGA with the Colorado Department of Transportation, Division of Transit and Rail. The approval of this IGA will provide \$1,043,128 in federal funding towards the purchase of two heavy-duty-low-floor compressed natural gas (CNG) buses. The purchase of these buses are budgeted for the 2021 budget.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$1,043,128
What is the annual impact?	N/A
What fund of the City will provide Funding?	001-General Fund
What is the source of revenue within the fund?	Sales Tax
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes – 20% local match
Is this grant onetime or ongoing?	Onetime
Additional Comments:	The costs for these buses are \$1,303,910 with the City's portion being \$260,782.

Legal Issues:

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) 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

Intergovernmental Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2020

A RESOLUTION OF THE GREELEY CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL, ENTITLED “2020 – 5339 SU: TWO (2) 40’ CNG BUS EXPANSIONS”

WHEREAS, in accordance with C.R.S. § 29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the City of Greeley through its Transit Services Division is desirous of purchasing two (2) 40’ compressed natural gas (CNG) buses that will reduce fuel costs, pollution from exhaust, and noise pollution as compared to the City’s diesel buses;

WHEREAS, the City of Greeley has been awarded a Federal Transit Administration grant pursuant to 49 U.S.C. § 5339 (“FTA Section 5339 grant”) which provides capital funding to replace, rehabilitate or purchase buses; and

WHEREAS, the total project budget is \$1,303,910.00 and will enable the City of Greeley to purchase two (2) 40 foot CNG buses.

WHEREAS, the FTA Section 5339 grant award is in the amount of \$1,043,128.00 (80%) and requires Greeley Evans Transit to contribute local funds of \$260,782.00 (20%); and

WHEREAS, it is in the best interest of the citizens of the City of Greeley for Council to enter into this Agreement.

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

Section 1. The City Council hereby authorizes the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation for acceptance of an FTA Section 5339 Grant, and authorizes the Director of Public Works to sign the grant agreement.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number / PO Number 21-HTR-ZL-00040 / 491002294
Subrecipient CITY OF GREELEY	Agreement Performance Beginning Date The Effective Date
Subaward Agreement Amount Federal Funds Maximum Amount (80%) \$1,043,128.00 Local Funds Local Match Amount (20%) \$260,782.00 Agreement Total \$1,303,910.00	Initial Agreement Expiration Date December 31, 2022 Fund Expenditure End Date December 31, 2022 Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.
Agreement Purpose In accordance with 49 USC §5339(a), the purpose of this Grant is to provide capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. The work to be completed under this Grant by the Grantee is more specifically described in Exhibit A .	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work and Budget. 2. Exhibit B – Sample Option Letter. 3. Exhibit C – Federal Provisions. 4. Exhibit D – Required Federal Contract/Agreement Clauses. 5. Exhibit E – Verification of Payment. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. Exhibit C – Federal Provisions. 2. Exhibit D – Required Federal Contract/Agreement Clauses. 3. Colorado Special Provisions in §17 of the main body of this Agreement. 4. The provisions of the other sections of the main body of this Agreement. 5. Exhibit A – Statement of Work and Budget. 6. Executed Option Letters (if any). 	
Principal Representatives <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> For the State: Moira Moon Division of Transit and Rail Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 moira.moon@state.co.us </div> <div style="width: 45%;"> For Subrecipient: Lori Bernal CITY OF GREELEY 1000 10TH STREET GREELEY, CO 80631 lori.bernal@greeleygov.com </div> </div>	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

SUBRECIPIENT CITY OF GREELEY By: Print Name of Authorized Individual Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: David Krutsinger, Director Division of Transit and Rail Date: _____
2nd State or Subrecipient Signature if needed By: Print Name of Authorized Individual Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General By: Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: Department of Transportation Effective Date: _____	

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1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the “Subrecipient”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Subrecipient and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §24-72-200.1, *et. seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

- H. “**Effective Date**” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. “**End of Term Extension**” means the time period defined in §2.D.
- J. “**Exhibits**” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. “**Extension Term**” means the time period defined in §2.C.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. Federal Transit Administration (FTA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. “**FTA**” means Federal Transit Administration.
- O. “**Goods**” means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- P. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- Q. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- R. “**Initial Term**” means the time period defined in §2.B.
- S. “**Master Agreement**” means the FTA Master Agreement document incorporated by reference and made part of FTA’s standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.
- T. “**Matching Funds**” (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- U. “**Party**” means the State or Subrecipient, and “**Parties**” means both the State and Subrecipient.
- V. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- W. “**Recipient**” means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- X. “**Services**” means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- Y. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party

who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- AA. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- BB. **“State Records”** means any and all State data, information, and records regardless of physical form.
- CC. **“Subaward Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- DD. **“Subcontractor”** means any third party engaged by Subrecipient to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- EE. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Contractor is a Subrecipient.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- GG. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- HH. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Subrecipient and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

D. Reimbursement of Subrecipient Costs

- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of §5, this Agreement, and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the

Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
 - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
 - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
- iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance

allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. SUBRECIPIENT RECORDS

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Subrecipient shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Subrecipient shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of the Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement.

Subrecipient shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Subrecipient can establish that Subrecipient and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Subrecipient shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

10. INSURANCE

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Subrecipient and Subcontractors.

E. Primacy of Coverage

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

F. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and

Subrecipient shall forward such notice to the State in accordance with §14 within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Subrecipient or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State (i) secure that right to use such Work for the State and Subrecipient;

(ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Subrecipient for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination

of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Subrecipient's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §16.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

- i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or

Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. **Federal Provisions**

Subrecipient shall comply with all applicable requirements of Exhibits C and D at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient 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 Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient 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.**

Subrecipient 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 Agreement. 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 Agreement 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 Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient'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 Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement 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 Agreement. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient 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 Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, 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] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient (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 Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three 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 Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the

Department program. If Subrecipient 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 Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

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

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(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 Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description*	2020-5339 SU: Two (2) 40' CNG Bus Expansions		
Federal Awarding Agency	Federal Transit Administration (FTA)		
Federal Regional Contact	Cindy Terwilliger		
Federal Award Date	To Be Determined		
Project End Date	December 31, 2022		
FAIN	To Be Determined	CFDA #	20.526
CFDA Title	Formula Grants for Rural Areas Program		
Subrecipient	Greeley, City of	DUNS #	112066225
Contact Name	Lori Bernal	Vendor #	2000028
Address	1200 A Street Greeley, CO 80631-2025	Phone #	(970) 350-9280
Email	lori.bernal@greeleygov.com	Indirect Rate	N/A
WBS**	20-39-0022.GREL.111	ALI	11.13.01
Total Project Budget			\$1,303,910.00
Federal FTA-5339 Funds (at 80% or less)			\$1,043,128.00
Local Funds (at 20% or more)			\$260,782.00
Total Project Amount Encumbered via this Subaward Agreement			\$1,303,910.00

*This is not a research and development grant.

**The WBS numbers may be replaced without changing the amount of the subaward at CDOT's discretion.

A. Project Description

City of Greeley shall use 2020 FTA-5339 funds, along with local matching funds, to purchase 2020-5339 SU: Two (2) 40' CNG Bus Expansions as more fully described below. The purchase will support the goals of the Statewide Transit Plan.

City of Greeley shall use capital funds to purchase the following ADA compliant vehicle(s) (Capital Asset(s)):

ALI	QTY	Fuel Type	Description	FTA Amount
11.13.01	2	CNG	Two (2) 40' CNG Bus Expansions	\$1,043,128.00

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Procurement Concurrence Request (PCR) to CDOT Project Manager for Approval	05/30/2020
Submit Procurement Authorization (PA) and solicitation docs CDOT Project Manager for Approval	07/30/2020
Take Delivery of (First) Vehicle/Equipment/Project Property	01/01/2022
Take Delivery of and Accept All Vehicles/Equipment/Project Property	08/30/2022
Submit Reimbursement Request in COTRAMS	12/31/2022
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Subaward Agreement: December 31, 2022.	

2. City of Greeley shall use the Capital Asset(s) purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to City of Greeley's written maintenance plans, including manufacturer's recommendations and warranty program(s). City of Greeley will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.
3. Performance will be reviewed throughout the duration of this Subaward Agreement. City of Greeley shall report to the CDOT Project Manager whenever one or more of the following occurs:
 - a. Budget or schedule changes;
 - b. Scheduled milestone or completion dates are not met;
 - c. Identification of problem areas and how the problems will be resolved; and/or
 - d. Expected impacts and the efforts to recover from delays.
4. City of Greeley must comply and submit all reimbursements and reports associated, including the assignment of "Colorado Department of Transportation" as the lienholder on the Capital Asset(s), as a condition of project closeout.

C. Project Budget

1. The Total Project Budget is \$1,303,910.00. CDOT will pay no more than 80% of the eligible, actual project costs, up to the maximum amount of \$1,043,128.00. CDOT will retain any remaining balance of the federal share of FTA-5339 Funds. City of Greeley shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$1,043,128.00 (80%) and matching Local Funds of \$260,782.00 (20%), will be encumbered for this Subaward Agreement.
2. No refund or reduction of the amount of City of Greeley's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
3. City of Greeley may use eligible federal funds for the Local Funds share, but those funds cannot be from other Federal Department of Transportation (DOT) programs. City of Greeley's share, together with the Federal Funds share, must be enough to ensure payment of the Total Project Budget.
4. Per the terms of this Subaward Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. City of Greeley shall initiate and prosecute to completion all actions necessary to enable City of Greeley to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Procurement

Procurement of the Capital Asset(s) will comply with state procurement procedures, the DTR Quick Procurement Guide, as well as FTA's requirements and 2 CFR 200.320. In addition to the state requirements outlined below, state and FTA procedures (where applicable) for purchase of the Capital Asset(s) must be followed and will be outlined prior to purchase.

1. The first step in the procurement process will be to obtain an Independent Cost Estimate (ICE).
2. The second step will be to obtain a Procurement Concurrence Request (PCR) approval from the CDOT Project Manager through COTRAMS.
3. Prior to entering into a purchasing agreement with the selected vendor, City of Greeley shall request a Purchase Authorization (PA), and submit a vendor quote for the Capital Asset(s) in COTRAMS. The PA must identify a manufacturer found on the FTA's certified transit vehicle manufacturer (TVM) list. Only those TVM's listed on FTA's TVM list, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid on FTA funded vehicle procurements.

4. Upon delivery, City of Greeley shall be responsible for having the Capital Asset(s) inspected and accepted within **fifteen (15) calendar days of delivery**. If defects prevent acceptance of the Capital Asset(s), City of Greeley will contact the vendor to resolve any defects and notify CDOT.
5. City of Greeley shall be responsible for reimbursing the selected vendor within **forty-five (45) calendar days after acceptance** of the Capital Asset(s).

E. Reimbursement Eligibility

Requests for reimbursement for eligible project costs will be paid to City of Greeley upon submission of a complete reimbursement packet in COTRAMS for those eligible costs incurred during the Subaward Agreement effective dates.

Accepted reimbursement packets will include the following completed documents:

- Independent Cost Estimate (ICE)
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Signed Notice of Acceptance (NA)
- Signed Security Agreement (SA)
- Application for Title showing "Colorado Department of Transportation" as the lienholder
- Invoice
- Proof of Payment
- Post Delivery Certifications

City of Greeley must submit the final invoice within sixty (60) calendar days of acceptance of the Capital Asset(s), and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Federal Interest-Service Life

The useful life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from revenue service. The minimum useful life in years refers to total time in transit revenue service, not time spent stockpiled or otherwise unavailable for regular transit use. The minimum useful life in miles refers to total miles in transit revenue service. Non-revenue miles and periods of extended removal from service do not count towards useful life. Changes in operating circumstances, including unforeseen difficulty maintaining vehicles, higher cost of fuel, and changes in local law limiting where vehicles can be operated are not exemptions from minimum useful life requirements.

FTA maintains its share of the remaining federal interest upon disposition of federally assisted property before the end of its useful life or for a value greater than \$5,000 after the useful life has been met, according to the provisions of FTA C 5010.E1 Chapter IV(4)(o)(1).

Minimum useful life is determined by years of service or accumulation of miles, whichever comes first, in accordance with FTA C. 5010.E1 Chapter IV(4)(f)(2).

City of Greeley shall not dispose or otherwise release the Capital Asset(s) to any other party while there is federal interest in the Capital Asset(s) without approval from the CDOT Project Manager.

City of Greeley is responsible for making the request to the CDOT Project Manager in a timely manner, providing appropriate documentation, if indicated, when a lien release is being requested in order to allow CDOT to process the release of a lien.

CDOT and City of Greeley will work in conjunction with Department of Revenue (DOR) to assure the lien is released according to state rules.

G. Training

In an effort to enhance transit safety, City of Greeley and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Greeley shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

H. Safety Data

City of Greeley and any subrecipients shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries, and incidents.

I. Restrictions on Lobbying

City of Greeley is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

J. Special Conditions

1. City of Greeley will comply with all requirements imposed by CDOT on City of Greeley so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. City of Greeley must permit CDOT and their auditors to have access to City of Greeley's records and financial statements as necessary, with reasonable advance notice.
3. Record retention shall adhere to the requirements outlined in 2 CFR 200.333 and FTA C 5010.1.
4. Except as provided in this Subaward Agreement, City of Greeley shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Subaward Agreement.
5. City of Greeley cannot request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).
6. City of Greeley must obtain CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
7. City of Greeley shall document any loss, damage, or theft of FTA- or state-funded property, equipment, or rolling stock in COTRAMS.
8. If receiving FTA 5311 funding, City of Greeley shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.
9. If receiving FTA 5311 funding, City of Greeley shall maintain and report annually all information required by the National Transit Database (NTD) and any other financial, fleet, or service data.
10. If receiving FTA 5311 or 5339 funding, City of Greeley will ensure subcontractors and subrecipients comply with FTA Drug and Alcohol Regulations.
11. City of Greeley shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
12. City of Greeley shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT

Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development, and public outreach in accordance with FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients.”

13. City of Greeley will provide transportation services to persons with disabilities in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
14. City of Greeley shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.
15. City of Greeley shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Greeley shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
16. City of Greeley shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.
17. City of Greeley shall provide CDOT with an equity analysis if the project involves choosing a site or location of a facility in accordance with FTA Circular 4702.1B.
18. City of Greeley shall update its Agency Profile in COTRAMS with any alterations to existing construction or any new construction in accordance with FTA Circular 4710.1.
19. City of Greeley will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d).
20. City of Greeley shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR Part 26, and CDOT’s DBE program.
21. Meal delivery must not conflict with providing public transportation service or reduce service to public transportation passengers.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Subrecipient Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds Maximum Amount (%) \$0.00 Local Funds Local Match Amount (%) \$0.00 Agreement Total \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option
	Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year
	Current Agreement Expiration Date Month, Day, Year

1. **OPTIONS:**
 - A. Option to extend for an Extension Term or End of Term Extension.
2. **REQUIRED PROVISIONS:**
 - A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
 - B. **For use with Options 1(A):** The Subaward Agreement Amount table on the Agreement's Cover Page is hereby deleted and replaced with the Current Subaward Agreement Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
 - A. The effective date of this Option Letter is upon approval of the State Controller or ____, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>By: _____ David Krutsinger, Director, Division of Transit & Rail</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Department of Transportation</p> <p>Option Letter Effective Date: _____</p>
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EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.1.1. Awards may be in the form of:

- 2.1.1.1.1. Grants;

- 2.1.1.1.2. Contracts;

- 2.1.1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

- 2.1.1.1.4. Loans;

- 2.1.1.1.5. Loan Guarantees;

- 2.1.1.1.6. Subsidies;

- 2.1.1.1.7. Insurance;

- 2.1.1.1.8. Food commodities;

- 2.1.1.1.9. Direct appropriations;

- 2.1.1.1.10. Assessed and voluntary contributions; and

- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.1.2. Award *does not* include:

- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;

- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 2.1.1.2.3. Any award classified for security purposes; or

- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

- 2.1.2. “Contract” means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.

- 2.1.3. “Contractor” means the party or parties to a Contract or Subaward Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Subrecipients and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subrecipient. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the sub recipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 5.1.2. In the preceding fiscal year, Contractor received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
 - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
 - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit

are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Sub award was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS

- 9.1. **Procurement Procedures.** A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. **Procurement of Recovered Materials.** If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

- for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
 - 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

13. CERTIFICATIONS

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed, or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT D, REQUIRED FEDERAL CONTRACT/AGREEMENT CLAUSES

All FTA-Assisted Third-Party Contracts and Subawards from the Current FTA Master Agreement [FTA MA(23)]

Section 3.I. – No Federal government obligations to third-parties by use of a disclaimer

No Federal/State Government Commitment or Liability to Third Parties. Except as the Federal Government or CDOT expressly consents in writing, the Subrecipient agrees that:

- (1) The Federal Government or CDOT do not and shall not have any commitment or liability related to the Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA, CDOT or the Subrecipient) to the Agreement, and
- (2) Notwithstanding that the Federal Government or CDOT may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Agreement, the Federal Government and CDOT does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA, CDOT, or the Subrecipient) to the Agreement.

Section 4.f. – Program fraud and false or fraudulent statements and related acts

False or Fraudulent Statements or Claims.

- (1) Civil Fraud. The Subrecipient acknowledges and agrees that:
 - (a) Federal laws, regulations, and requirements apply to itself and its Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31.
 - (b) By executing the Agreement, the Subrecipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Subrecipient provides to the Federal Government and CDOT.
 - (c) The Federal Government and CDOT may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Subrecipient presents, submits, or makes available any false, fictitious, or fraudulent information.
- (2) Criminal Fraud. The Subrecipient acknowledges that 49 U.S.C. § 5323(f)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

Section 9. Record Retention and Access to Sites of Performance.

- a. Types of Records. The Subrecipient agrees that it will retain, and will require its Third-Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Subrecipient agrees that it will comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Agreement, and any Amendments thereto must be retained from the day the Agreement was signed by the authorized FTA or State official through the course of the Award, the accompanying Agreement, and any Amendments thereto until three years after the Subrecipient has submitted its last or final expenditure report, and other pending matters are closed.
- c. Access to Recipient and Third-Party Participant Records. The Subrecipient agrees and assures that each Subrecipient, if any, will agree to:
 - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary’s duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General’s duly authorized representatives, and to the Subrecipient and each of its Subrecipient,
 - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Subrecipient or Third-Party Participant within books, records, accounts, or other locations, and
 - (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- d. Access to the Sites of Performance. The Subrecipient agrees to permit, and to require its Third-Party Participants to permit, FTA and CDOT to have access to the sites of performance of its Award, the accompanying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with State and the U.S. DOT Common Rules.

- e. Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of the Master Agreement.

3.G – Federal Changes

Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.

The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Agreement or this Master Agreement. At the time the FTA Authorized Official (CDOT) awards federal assistance to the Subrecipient in support of the Agreement, the federal requirements and guidance that apply then may be modified from time-to-time and will apply to the Subrecipient or the accompanying Agreement.

12 – Civil Rights

- a. Nondiscrimination – Title VI of the Civil Rights Act. The Subrecipient agrees to, and assures that each Third-Party Participant, will:
 - (1) Prohibit discrimination on the basis of race, color, or national origin,
 - (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
 - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
 - (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
 - (c) All other applicable federal guidance that may be issued.
- b. Equal Employment Opportunity.
 - (1) Federal Requirements and Guidance. The Subrecipient agrees to, and assures that each Third-Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
 - (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
 - (d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
 - (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
 - (2). Specifics. The Subrecipient agrees to, and assures that each Third-Party Participant will:
 - (a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
 - (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1 Recruitment advertising, recruitment, and employment,
 - 2 Rates of pay and other forms of compensation,
 - 3 Selection for training, including apprenticeship, and upgrading, and
 - 4 Transfers, demotions, layoffs, and terminations, but
 - (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
 - (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

- (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- c. Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
 - (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
 - 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer,"
 - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
 - (2) Federal regulations and guidance, including:
 - (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
 - (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
 - (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
 - (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
 - (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
 - (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,
 - (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609,
 - (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
 - (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Incorporation of FTA Terms – 16.a.

- a. Federal Laws, Regulations, Requirements, and Guidance. The Subrecipient agrees:
 - (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements,
 - (2) To comply with the applicable U.S. DOT Common Rules, and
 - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

Energy Conservation – 26.j

- a. Energy Conservation. The Subrecipient agrees to, and assures that its Subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Applicable to Awards exceeding \$10,000

Section 11. Right of the Federal Government to Terminate.

- a. Justification. After providing written notice to the Subrecipient, the Subrecipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
 - (1) The Subrecipient has failed to make reasonable progress implementing the Award,
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or
 - (3) The Subrecipient has violated the terms of the Agreement, especially if that violation would endanger substantial performance of the Agreement.
- b. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Subrecipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Agreement, and require the Subrecipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- c. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.

Applicable to Awards exceeding \$25,000

From Section 4. Ethics.

- a. Debarment and Suspension. The Subrecipient agrees to the following:
 - (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
 - (2) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third-Party Participant that is debarred or suspended except as authorized by:
 - (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200,
 - (b) U.S. OMB regulatory guidance, “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,
 - (c) Executive Orders No. 12549, “Uniform Suspension, Debarment, or Exclusion of Participants from Procurement or Nonprocurement Activity,” October 13, 1994,” 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, “Debarment and Suspension,” August 16, 1989, 31 U.S.C. § 6101 note, and
 - (d) Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Subrecipients or Third-Party Participants.
 - (3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200.
 - (4) It will include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (a) Complies with federal debarment and suspension requirements, and
 - (b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
 - (5) If the Subrecipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Subrecipient will provide immediate written notice to the:
 - (a) FTA Regional Counsel for the Region in which the Subrecipient is located or implements the Agreement,
 - (b) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
 - (c) FTA Chief Counsel.

Applicable to Awards exceeding the simplified acquisition threshold (\$100,000-see Note)

Note: Applicable when tangible property or construction will be acquired

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j).

Section 39. Disputes, Breaches, Defaults, or Other Litigation.

- a. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Subrecipient is located.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) If the Subrecipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Subrecipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Subrecipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Subrecipient is located.
- c. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Agreement. Notwithstanding the preceding sentence, the Subrecipient may return all liquidated damages it receives to its Award Budget for its Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Subrecipient receives FTA's prior written concurrence.
- d. Enforcement. The Subrecipient must pursue its legal rights and remedies available under any third-party agreement, or any federal, state, or local law or regulation.

Applicable to Awards exceeding \$100,000 by Statute

From Section 4. Ethics.

- a. Lobbying Restrictions. The Subrecipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Agreement, including any extension or modification, according to the following:
 - (1) Laws, Regulations, Requirements, and Guidance. This includes:
 - (a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
 - (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
 - (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Subrecipient's or Subrecipient's proper official channels.

Section 26. Environmental Protections – Clean Air and Clean Water

Other Environmental Federal Laws. The Subrecipient agrees to comply or facilitate compliance and assures that its Third Party Participants will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act,

Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management.")

Applicable with the Transfer of Property or Persons

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

- a. Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),
- b. Cargo Preference. Preference – Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381, and
- c. Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

Applicable to Construction Activities

Section 24. Employee Protections.

- a. Awards Involving Construction. The Subrecipient agrees to comply and assures that each Third-Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Agreement, including the:
 - (1) Prevailing Wage Requirements of:
 - (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),
 - (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and
 - (c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (2) Wage and Hour Requirements of:
 - (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
 - (b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (3) "Anti-Kickback" Prohibitions of:
 - (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,
 - (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and
 - (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.
 - (4) Construction Site Safety of:
 - (a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
 - (b) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

From Section 16

- b. Bonding. The Subrecipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:
 - 1 Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
 - 2 Activities Not Involving Construction. For each Project or related activities implementing the Agreement not involving construction, the Subrecipient will not impose excessive bonding and will follow FTA guidance.

From Section 23

- c. **Seismic Safety.** The Subrecipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.

Section 12 Civil Rights D.3

- d. **Equal Employment Opportunity Requirements for Construction Activities.** Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - a. U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
 - b. Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

Applicable to Nonconstruction Activities

From Section 24. Employee Protections

- a. **Awards Not Involving Construction.** The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

Applicable to Transit Operations

- a. **Public Transportation Employee Protective Arrangements.** As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Subrecipient agrees to comply and assures that each Third-Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
 - (1) **U.S. DOL Certification.** When its Awarded, the accompanying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Subrecipient agrees that the certification issued by U.S. DOL is a condition of the Agreement and that the Subrecipient must comply with its terms and conditions.
 - (2) **Special Warranty.** When its Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Subrecipient agrees that its U.S. DOL Special Warranty is a condition of the Agreement and the Subrecipient must comply with its terms and conditions.
 - (3) **Special Arrangements for Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310.** The Subrecipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subagreement participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by- case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 28. Charter Service.

- a. **Prohibitions.** The Recipient agrees that neither it nor any Third-Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 C.F.R. part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.
- b. **Exceptions.** Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

- (1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Subrecipient uses that federal assistance for FTA program purposes only, and
- (2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Subrecipient uses that federal assistance for program purposes only.
- c. Violations. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 C.F.R. part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 29. School Bus Operations.

- a. Prohibitions. The Subrecipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 C.F.R. part 605, and any other applicable federal "School Bus Operations" laws, regulations, federal requirements, or applicable federal guidance.
- b. Violations. If a Subrecipient or any Third-Party Participant has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Subrecipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Subrecipient or Third Party Participant from receiving federal transit assistance.

From Section 35 Substance Abuse

c. Alcohol Misuse and Prohibited Drug Use.

- (1) Requirements. The Subrecipient agrees to comply and assures that its Third-Party Participants will comply with:
 - (a) Federal transit laws, specifically 49 U.S.C. § 5331,
 - (b) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. part 655, and
 - (c) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. part 40.
- (2) Remedies for Non-Compliance. The Subrecipient agrees that if FTA determines that the Subrecipient or a Third-Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar that Subrecipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Applicable to Planning, Research, Development, and Documentation Projects

Section 17. Patent Rights.

- a. General. The Subrecipient agrees that:
 - (1) Depending on the nature of the Agreement, the Federal Government may acquire patent rights when the Subrecipient or Third-Party Participant produces a patented or patentable invention, improvement, or discovery;
 - (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Agreement; or
 - (3) When a patent is issued or patented information becomes available as described in the preceding section 17.a.(2) of this Master Agreement (FTA MA(23)), the Subrecipient will notify FTA immediately and provide a detailed report satisfactory to FTA.
- b. Federal Rights. The Subrecipient agrees that:
 - (1) Its rights and responsibilities, and each Third-Party Participant's rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof, and
 - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the

Subrecipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401.

- c. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

- a. Definition of "Subject Data." As used in this section, "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Agreement.
- b. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Agreement:
 - (1) Prohibitions. The Subrecipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - (2) Exceptions. The prohibitions do not apply to publications or reproductions for the Subrecipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- c. Federal Rights in Data and Copyrights. The Subrecipient agrees that:
 - (1) General. It must provide a license to its "subject data" to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes, and
 - (2) U.S. DOT Public Access Plan – Copyright License. The Subrecipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Subrecipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- d. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs. In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Subrecipient and its Third-Party Participants. Therefore, the Subrecipient agrees that:
 - (1) Publicly Available Report. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Agreement that FTA may publish or make available for publication on the Internet.
 - (2) Other Reports. It must provide other reports related to the Award that FTA may request.
 - (3) Availability of Subject Data. FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third-Party Participant at any tier, except as the Federal Government determines otherwise in writing.
 - (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
 - (5) Incomplete. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes "subject data" and must be delivered as the Federal Government may direct.
 - (6) Exception. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Subrecipient's use and acquired with FTA capital program assistance.
- e. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with applicable federal requirements.

- f. **Hold Harmless.** Upon request by the Federal Government, the Subrecipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Subrecipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- g. **Restrictions on Access to Patent Rights.** Nothing in this section of this Master Agreement (FTA MA(23)) pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- h. **Data Developed Without Federal Assistance or Support.** The Subrecipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Subrecipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- i. **Requirements to Release Data.** The Subrecipient understands and agrees that the Federal Government may be required to release data and information the Subrecipient submits to the Federal Government as required under:
 - (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552,
 - (2) The U.S. DOT Common Rules,
 - (3) U.S. DOT Public Access Plan, which provides that the Subrecipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howto comply.html>, or
 - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Agreement, and any Amendments thereto.

Miscellaneous Special Requirements

From Section 12. Civil Rights.

- a. **Disadvantaged Business Enterprise (and Prompt Payment and Return of Retainage).** To the extent authorized by applicable federal laws, regulations, or requirements, the Subrecipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Agreement as follows:
 - (1) **Statutory and Regulatory Requirements.** The Subrecipient agrees to comply with:
 - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement (FTA MA(23)).
 - (2) **DBE Program Requirements.** A Subrecipient that receives planning, capital and/or operating assistance and that will award prime third-party contracts exceeding \$250,000 the requirements of 49 C.F.R. part 26.
 - (3) **Special Requirements for a Transit Vehicle Manufacturer (TVM).** The Subrecipient agrees that:
 - (a) **TVM Certification.** Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and
 - (b) **Reporting TVM Awards.** Within 30 days of any third-party contract award for a vehicle purchase, the Subrecipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Subrecipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
 - (4) **Assurance.** As required by 49 C.F.R. § 26.13(a):
 - (a) **Recipient Assurance.** The Subrecipient agrees and assures that:

- 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts,
 - 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
 - 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of the Master Agreement (FTA MA(23)).
- (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Subrecipient agrees and assures that it will include the following assurance in each subagreement and third-party contract it signs with a Subrecipient or Third-Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
- 1 The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable,
 - 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of subparagraph 12.e(4)(b) (of FTA MA(23)) is a material breach of their subagreement, third party contract, or third party subcontract, as applicable, and
 - 4 The following remedies, or such other remedy as the Subrecipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third-Party Subcontractor from future bidding as non-responsible.
- (5) Remedies. Upon notification to the Subrecipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

From Section 12. Civil Rights.

- b. Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
 - 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”
 - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
 - (2) Federal regulations and guidance, including:
 - (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,

- (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
- (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
- (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,
- (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609,
- (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
- (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Section 16. Procurement. For Assignability

- a. Federal Laws, Regulations, Requirements, and Guidance. The Subrecipient agrees:
 - (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third-party procurements,
 - (2) To comply with the applicable U.S. DOT Common Rules, and
 - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

State Requirements

Section 37. Special Notification Requirements for States.

- a. Types of Information. To the extent required under federal law, the State, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project,
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized, and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents. The State agrees to provide the information required under this provision in the following documents:
 - (1) applications for federal assistance, (2) requests for proposals, or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications..

EXHIBIT E, VERIFICATION OF PAYMENT

This checklist is to assist the Subrecipient in preparation of its billing packets to State. This checklist is provided as guidance and is subject to change by State. State shall provide notice of any such changes to Subrecipient. All items may not apply to your particular entity. State's goal is to reimburse Subrecipients as quickly as possible and a well organized and complete billing packet helps to expedite payment.

☐ **Verification of Payment –**

- ✓ General Ledger Report must have the following:
 - Identify check number or EFT number;
 - If no check number is available, submit Accounts Payable Distribution report with the General Ledger;
 - In-Kind (must be pre-approved by State) and/or cash match;
 - Date of the report;
 - Accounting period;
 - Current period transactions; and
 - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
 - copies of checks;
 - check registers; and
 - paycheck stub showing payment number, the amount paid, the check number or electronic funds transfer (EFT), and the date paid.
- ✓ State needs to ensure that expenditures incurred by the local agencies have been paid by Party before State is invoiced by Party.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

☐ **In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by State prior to any Work taking place.**

- ✓ If in-kind or cash match is being used for the Local Match, the in-kind or cash match portion of the project must be included in the project application and the statement of work attached to the Agreement or purchase order. FTA does not require pre-approval of in-kind or cash match, but State does.
- ✓ General ledger must also show the in-kind and/or cash match.

☐ **Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by State prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from State or your cognizant agency for indirect costs, as defined in 2 CCR §200. 19, must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

☐ **Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from the cognizant agency for indirect costs, as defined in 2 CCR §200. 19, that verifies fringe benefit, or
- ✓ Submit the following fringe benefit rate proposal package to State Audit Division:
 - Copy of Financial Statement;
 - Personnel Cost Worksheet;
 - State of Employee Benefits; and
 - Cost Policy Statement.

Council Agenda Summary

October 20, 2020

Agenda Item Number 12

Key Staff Contact: Benjamin Snow, Economic Health & Housing Director, 970-350-9384

Title:

Consideration of a resolution amending the Capital Funding and Pledge Agreement by and among the City of Greeley, Greeley Downtown Development Authority, and Lincoln Park Hotel, LLC

Summary:

In April 2016, the City of Greeley, the Downtown Development Authority and Lincoln Park Hotel, LLC entered into a series of agreements to enable the construction of the Doubletree Hilton at Lincoln Park Hotel and Conference Center at 919 7 Street. The City Council approved those agreements in the form of Resolution No. 27, 2016.

One of those agreements, the Capital Funding and Pledge Agreement, described the financial advance that the City of Greeley provided for the portion of the project associated with the construction of the conference center, and the manner by which the hotel ownership would repay that loan. Six sources of reimbursement were included as reimbursement mechanisms: Property tax increments, Sales tax, Hotel Based upon the hotel pro forma this combination of sources would fully repay the interest over the life of the Downtown Tax Increment District (2033).

In April 2020, during the early days of the pandemic, this agreement was amended for the first time. This current proposal is an amendment that will cover the 2021 tax year.

The unprecedented impact of the pandemic Coronavirus has severely limited the altering the expected income of the hotel and ability to meet the projected reimbursement schedule for 2021.

Similar to other impacted businesses attempting to weather the current economic storm, the hotel group has worked with its lenders and other financial partners to arrive at an interim financing plan. In that strategy, the Hotel has asked if the City would defer (not waive) the payment it was scheduled to receive from the annual Property Tax Increment. Under this scenario, the Hotel would still pay its property tax bill, but the City would allow the Hotel to retain its 2021 scheduled payment to the City of \$212,242. The deferred payment would be incorporated into a new schedule amortized over the original repayment period.

Other expected repayment sources, such as sales and lodger's tax, will also fall short of anticipated schedules, but there was no requirement for the Hotel to compensate for a shortfall from those expected revenues. Depending upon how quickly the market can rebound from the virus-impacted slowdown, those sources of repayment will be restored, though it may take slightly longer than expected to meet repayment

projections from those sources. Of immediate importance is restructuring the financial debt to allow the hotel to operate as fully as possible.

Staff has reviewed the proposed replacement amortization schedule and finds it to be a reasonable adjustment to the original agreement and that it will not burden the City disproportionately from the losses expected from other businesses impacted by the Coronavirus. Accommodation of this request, in fact, may allow the hotel a measure of stability during these uncertain economic times. Staff has also conferred with the Downtown Development Authority on this matter, which is a party to the agreement, and the Executive Director has indicated that board's support for this amendment.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$212,242, deferred in 2021
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?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

The proposed amendment must be done by a written instrument signed by all parties to the agreement in the same manner as the original approval (i.e. Council resolution)

Other Issues and Considerations:

The Downtown Development Authority will also need to approve this amendment to the Agreement.

Applicable Council Priority and Goal:

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

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

Decision Options:

- 1) 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, including Revised Appendix D

Worksheet Comparing Existing and Proposed Repayment Schedules

**CITY OF GREELEY, COLORADO
RESOLUTION _____, 2020**

A RESOLUTION APPROVING AN AMENDMENT TO THE CAPITAL FUNDING AND PLEDGE AGREEMENT BY AND AMONG THE CITY OF GREELEY, COLORADO, GREELEY DOWNTOWN DEVELOPMENT AUTHORITY, AND LINCOLN PARK HOTEL, LLC

WHEREAS, the City Council (the "Council") of the City of Greeley, Colorado (the "City") determined it was in the best interest of the city for certain real property located within its downtown area to be developed as a hotel/conference center (the "Development"); and,

WHEREAS, in support of the Development, the City approved Resolution 27, 2016 authorizing the City to enter into a series of agreements (collectively the "Redevelopment Documents") that provided a variety of financial and development arrangements between the Parties; and,

WHEREAS, included in the Redevelopment Documents is the Capital Funding and Pledge Agreement (the "Capital Agreement") made by and among the City, the Greeley Downtown Development Authority (the "DDA"), and Lincoln Park Hotel, LLC (the "Hotel") (collectively, the "Parties"), which described the manner by which the City would be reimbursed from certain revenues generated by the Development as repayment for providing an advance of capital funds to finance the construction of the conference center portion of the Development; and

WHEREAS, the City approved Resolution 14, 2020 authorizing the City to enter into First Amendment to the Capital Agreement that provided deferral of the 2020 property tax increment payments; and,

WHEREAS, the Capital Agreement included a schedule labeled as Appendix D (the "Schedule") that defined a schedule of maximum property tax increments due to the City that would be made through the Hotel's payment of property taxes to the City of Greeley and, if such property tax payments received were less than the schedule, the difference would then be paid by the Hotel to the City; and,

WHEREAS, circumstances beyond the control and expectations of the Parties in the form of a pandemic which has, in turn, resulted in severe nation-wide economic upheaval from restricted business access has negatively impacted the Hotel's operational pro forma; and,

WHEREAS, making certain property tax increment payments to the City at this time poses a hardship on the Hotel; and,

WHEREAS, in order to help stabilize the operations of the Hotel during this period it is in the best interest of the Parties to the agreement to allow a one-year deferral of the 2021 property tax increment payments and allow that amount due to be repaid over a re-amortized period of the Agreement. All other payments due to the City in 2021 pursuant to the Capital Agreement, including but not limited to the Sales Tax, Hotel Lodger's Tax, Public Improvement Fees, and Basic Rents shall be made as agreed upon by the Parties.

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

Section 1. The amendment to Appendix D of the Capital Funding and Pledge Agreement approved by Council by Resolution 27, 2016, attached hereto as Exhibit A, is hereby approved and the Council authorizes and directs an amended agreement to be executed according to the signature authority granted in Chapter 2 of the Greeley Municipal Code.

Section 2. 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 3. 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 affected any of the remaining parts or provision of this resolution.

Section 4. This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED, APPROVED AND IN EFFECT THIS _____ day of October, 2020.

ATTEST:

GREELEY, COLORADO

City Clerk

By:

Mayor

**APPENDIX D, AMENDED
SCHEDULE OF MAXIMUM PROPERTY
TAX INCREMENTS**

Collection Year	Maximum Receipts
2017	\$0
2018	\$200,000
2019	\$204,000
2020	Deferred
2021	Deferred
2022	\$214,929
2023	\$226,444
2024	\$238,576
2025	\$251,358
2026	\$264,824
2027	\$279,012
2028	\$293,960
2029	\$309,709
2030	\$326,301
2031	\$343,783
2032	\$362,201
2033	\$381,606
Total	\$3,896,703

ATTACHMENT A

Greeley Hotel Tax Increment Schedule



Original Schedule D
(Capital Funding & Pledge Agreement)

Collection	Maximum	
<u>Year</u>	<u>Receipts</u>	<u>Incr.</u>
2017	\$0	-
2018	\$200,000	-
2019	\$204,000	2.00%
2020	\$208,080	2.00%
2021	\$212,242	2.00%
2022	\$216,486	2.00%
2023	\$222,981	3.00%
2024	\$229,670	3.00%
2025	\$236,561	3.00%
2026	\$243,657	3.00%
2027	\$250,967	3.00%
2028	\$258,496	3.00%
2029	\$266,251	3.00%
2030	\$274,239	3.00%
2031	\$282,466	3.00%
2032	\$290,940	3.00%
2033	\$299,668	3.00%
Total	\$3,896,703	

Modified Schedule D - 4/13/20
(Capital Funding & Pledge Agreement -
1st Amendment)

Collection	Maximum	
<u>Year</u>	<u>Receipts</u>	<u>Incr.</u>
2017	\$0	-
2018	\$200,000	-
2019	\$204,000	2.00%
2020	Deferred	-
2021	\$212,242	3.50%
2022	\$219,670	3.50%
2023	\$227,908	3.75%
2024	\$236,455	3.75%
2025	\$245,322	3.75%
2026	\$254,521	3.75%
2027	\$264,708	4.00%
2028	\$275,303	4.00%
2029	\$286,321	4.00%
2030	\$297,781	4.00%
2031	\$310,597	4.30%
2032	\$323,965	4.30%
2033	\$337,909	4.30%
Total	\$3,896,703	

Proposed Modification to Schedule D
(Capital Funding & Pledge Agreement)
2nd Amendment)

Collection	Maximum	
<u>Year</u>	<u>Receipts</u>	<u>Incr.</u>
2017	\$0	-
2018	\$200,000	-
2019	\$204,000	2.00%
2020	Deferred	-
2021	Deferred	-
2022	\$214,929	5.36%
2023	\$226,444	5.36%
2024	\$238,576	5.36%
2025	\$251,358	5.36%
2026	\$264,824	5.36%
2027	\$279,012	5.36%
2028	\$293,960	5.36%
2029	\$309,709	5.36%
2030	\$326,301	5.36%
2031	\$343,783	5.36%
2032	\$362,201	5.36%
2033	\$381,606	5.36%
Total	\$3,896,703	

Council Agenda Summary

October 20, 2020

Agenda Item Number 13

Key Staff Contact: Robert Miller, Interim Finance Director, 350-9735

Title:

Consideration of a resolution establishing the 2020 tax levy and directing the certification of the same to the Board of County Commissioners

Summary:

Greeley City Charter §5-14 requires the City Council to establish the tax levy and certify to the Board of County Commissioners that the tax levy for 2020 has been established. This resolution establishes the 2020 tax levy for taxes to be collected in 2021 at 11.274 mills and authorizes the City Clerk to certify to the Board of County Commissioners that the tax levy has been established for 2020.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Property tax revenue collected in 2021
What is the annual impact?	\$16,669,343
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:	Based on the preliminary certification from the Weld County Assessor showing assessed valuation of property subject to property tax by the City of Greeley, tax assessed for 2020 and collected in 2021 will be \$16,669,343

Applicable Council Priority and Goal:

Your Home is Here: In 2040, Greeley is a distinctive, character-rich community known for its high quality standard of living. Residents have access to an amazing variety of housing options including style, price, and location. Our unique neighborhoods are built around the village concept, featuring entertainment, retail, parks, and dining options within a central, walkable location.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

Certification of Tax Levy

Notice of Tax Levy for 2020

Certification of Valuation

CITY OF GREELEY

RESOLUTION NO. _____, 2020

RESOLUTION ESTABLISHING THE 2020 TAX LEVY AND DIRECTING THE CERTIFICATION OF THE SAME TO THE BOARD OF COUNTY COMMISSIONERS.

WHEREAS, the Charter of the City of Greeley, Colorado, as well as the laws of the State of Colorado, require the City Council to establish the tax levy so as to fix the rate of taxation by the City of Greeley upon property subject to the ad valorem property tax; and,

WHEREAS, the City Council has considered a proposed budget, and has considered the certificate from the Weld County Assessor showing that the total assessed valuation of property subject to the ad valorem property tax by the City of Greeley for the year of 2020 is \$ 1,478,565,127; and,

WHEREAS, based upon consideration of the data referred to above, the City Council has determined that the rate of taxation necessary to produce the required tax revenues for the 2021 budget is 11.274 mills.

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

Section 1. The tax levy to be applied to the valuation for assessment of property subject to taxation by the City of Greeley, Colorado, is hereby established at 11.274 mills.

Section 2. The City Clerk is hereby authorized and directed to sign a statement certifying to the Board of County Commissioners that the tax levy for 2020 has been established at 11.274 mills.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 20TH DAY OF OCTOBER, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

CITY OF GREELEY
CERTIFICATION OF TAX LEVY
FOR 2020

STATE OF COLORADO)
COUNTY OF WELD)
CITY OF GREELEY)

The undersigned Mayor of the City of Greeley, Colorado hereby certifies that the City Council of the City of Greeley, on October 20, 2020, established by resolution that the 2020 tax levy by the City of Greeley will be 11.274 mills. All steps and hearings required to be conducted and completed prior to the establishment of the tax levy were in fact taken and concluded, in accordance with law. A true copy of the resolution establishing said levy is attached hereto.

Dated this 20th day of October, 2020.

City Clerk

Mayor

NOTICE OF TAX LEVY FOR 2020

STATE OF COLORADO)
COUNTY OF WELD)
CITY OF GREELEY)

Whereas, at the regular meeting of the Council of the City of Greeley held at 1001 11th Avenue, in the City of Greeley, on the 20th day of October, 2020, the following resolution was unanimously adopted:

"Be it Resolved and Ordered by the City Council, that upon valuation of assessable property in Greeley as certified by the County Assessor the current year, there be and is hereby levied for:

Ordinary Purposes	11.274 mills
Interest	mills
Payment of Bonds	mills
Outstanding Warrants	mills
Special Improvements	mills
Parks	mills
Library	mills
Streets and Alleys	mills
Contingent	mills
TOTALS	11.274 mills

Passed by the City Council of Greeley, Colorado and approved this 20th day of October, 2020.

ATTEST:

City Clerk

Mayor

(Seal) Note: The Clerk or Secretary will immediately upon passage of this resolution deliver or cause to be delivered to the County Commissioners of the County and State aforesaid, a certified copy of said resolution with the seal thereto attached; also signed by the Mayor or President and Clerk or Secretary of Board.

UNOFFICIAL
CERTIFICATION OF VALUATION BY WELD COUNTY ASSESSOR

Name of Jurisdiction: 0411 - GREELEY CITY

IN WELD COUNTY ON 8/24/2020

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2020 IN WELD COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$1,380,415,577
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$1,625,380,940
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$146,815,813
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$1,478,565,127
5. NEW CONSTRUCTION: **	\$16,460,667
** AT THIS TIME PERSONAL PROPERTY IS NOT INCLUDED **	
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$2,036,440
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND (29-1-301(1)(b) C.R.S.):	\$181,431,690
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$383.78
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$50,731.81

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2020 IN WELD COUNTY, COLORADO ON AUGUST 25, 2020

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$11,181,173,538
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$150,264,677
3. ANNEXATIONS/INCLUSIONS:	\$6,274,622
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$3,448,073
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$207,350,503
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0

(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)

DELETIONS FROM TAXABLE REAL PROPERTY:

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$1,106,349
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$3,434,722

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->

\$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2020

Data Date: 8/24/2020

Council Agenda Summary

October 20, 2020

Agenda Item Number 14

Key Staff Contact: Robert Miller, Interim Finance Director, 350-9735

Title:

Consideration of a resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement with the State of Colorado and to serve as the fiscal agent for the Northeast All Hazard Region Homeland Security Grant Program for the 2020 grant award

Summary:

Staff requests the approval of the State Grant Agreement for the 2019 Northeast All Hazards Region grant award of \$418,155.

The City Council allowed the City to serve as the fiscal agent for the Northeast All Hazard Region (NEAHR) in June 2018. The 2020 grant award process is complete. The Regional Homeland Security Coordinator, Nicole Cantrell, facilitated a process for the regional steering committee to select grant projects from those submitted by jurisdictions in the 11 county Northeast Region. The State has approved them as being consistent with the goals and regulations for the State Homeland Security Grant Program (a federal pass through grant). This action would approve the fiscal agent responsibilities for the 2020 grant award contract. The grant includes \$20,905 to reimburse the City of Greeley for personnel costs associated with fiscal agent duties including purchasing, accounting and quarterly financial reporting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	If approved, the total annual grant and the associated grant expenditures will be in the next 2020 supplemental appropriation. City staff will invest around 500 hours over 12 months reimbursed up to 5% of the grant award, \$20,905.
What is the annual impact?	Described above.
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	Homeland Security Grant
Is there grant funding for this item?	No
If yes, does this grant require a match?	5% of the grant award for fiscal agent on a reimbursement basis. No additional cash is required. However, the City does make the purchases to ensure federal grant regulation compliance and the State reimburses on monthly basis.

Is this grant onetime or ongoing?	Year three of a three year commitment
Additional Comments:	

Legal Issues:

None.

Other Issues and Considerations:

City of Greeley employees value the opportunity to contribute to regional leadership opportunities. Because the City already has the systems and controls in place for federal grants, there are economies of scale for performing these duties. Nicole Cantrell is the Regional Homeland Security Coordinator for the Northeast Colorado All Hazards Region. She serves as the administrator to the Steering Committee responsible for making grant allocations decisions, serves as the liaison to the State, handles all communication with grant recipients, inventories all purchases and delivers equipment to the recipients. She also prepares all the program related grant reporting.

The application summary is attached to demonstrate the types of projects awarded by the steering committee.

Applicable Council Priority and Goal:

Your Home is Here: In 2040, Greeley is a distinctive, character-rich community known for its high quality standard of living. Residents have access to an amazing variety of housing options including style, price, and location. Our unique neighborhoods are built around the village concept, featuring entertainment, retail, parks, and dining options within a central, walkable location.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution
2020 State of Colorado Grant Agreement
2020 Grant Summary

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2020

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO AND TO SERVE AS THE FISCAL AGENT FOR THE NORTHEAST ALL HAZARD REGION HOMELAND SECURITY GRANT PROGRAM

WHEREAS, in accordance with C.R.S. § 29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the City of Greeley (“City”) is desirous of entering into an Intergovernmental Agreement (“IGA”) with the State of Colorado to enhance Homeland Security and Emergency Management related Prevention, Protection, Mitigation, Response, and Recovery capabilities throughout the State; and

WHEREAS, this IGA is for the 2020 Homeland Security Grant Program, and the State of Colorado has authority to enter into this Grant in accordance with C.R.S. § 24-1-128.6, as funds have been budgeted, appropriated, and otherwise made available pursuant to said statute; and

WHEREAS, the City is within the Colorado eleven-county NEAHR and has received benefit of this grant source for public safety equipment, and

WHEREAS, the City values the opportunity to contribute to regional leadership opportunities, and already has the systems and controls in place for federal grants that allow for economies of scale for performing these duties; and

WHEREAS, it is in the best interest of the citizens of the City for Council to enter into this Agreement and give authority to serve as the Fiscal Agent for NEAHR.

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

Section 1. The City Council hereby authorizes the City to enter into an Intergovernmental Agreement with the State of Colorado for the 2020 Homeland Security Grant Program, a copy of which is attached hereto and incorporated herein as Grant Award Letter Summary of Grant Award Terms and Condition, and to serve as the Fiscal Agent for NEAHR.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Office of Grants Management
8000 South Chester Street, Suite 575
Centennial, CO 80112

**Nicole Cantrell NE Region
Homeland Security Coordinator
Northeast All-Hazards Region
11016 County Road 23
Fort Lupton, CO 80621**

September 11, 2020

20SHS21NER

Dear Ms. Cantrell:

We are pleased to inform you that Colorado Division of Homeland Security & Emergency Management (DSHEM) has approved The City of Greeley for the Northeast All-Hazards Region application for funding pursuant to the 2020 Homeland Security Grant Program (HSGP) in the amount of \$418,155.00 (\$418,155.00 from Federal funding). This letter authorizes you to proceed with the activities listed in Exhibit B ("Project") in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of the Grant. Please review these terms and conditions as they are requirements of this Grant to which The City of Greeley agrees by accepting the Grant Funds.

If you have questions regarding this Grant, please contact either myself at Larisa.Cannon@state.co.us or (303) 239-4183, or your Grants Specialist, Lynn Warner at Lynn.Warner@state.co.us or (303) 552-6147.

Sincerely,

Larisa Cannon
Grants and Contracts Manager
Division of Homeland Security and Emergency Management

CC: Lynn Warner, Grant Specialist
Grant File



COLORADO

Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety	Grant Maximum Amount \$ 418,155.00
Grantee City of Greeley	Grant Issuance Date Effective Date
Agreement Number Encumbrance #: 20SHS21NER Subrecipient DUNS#: 112066225 Federal Award Identification # (FAIN): EMW-2020-SS-00066-S01 Total Amount of the Federal Award: \$7,787,500.00 Federal Award Date: August 5, 2020 Name of Federal Awarding Agency: FEMA CFDA 97.067 Homeland Security Grant Program Identification if the Award is for R&D: No	Grant Expiration Date August 31, 2023 Grant Authority Federal Authority to enter into this Grant exists in the Homeland Security Act of 2002 through CFDA 97.067 and State Authority to enter this Grant exists in CRS §24-1-128.6.

Grant Purpose

Grant Support preparedness activities to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas essential to achieving the National Preparedness Goal of a secure and resilient Nation.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Sample Option Letter
4. Exhibit D, Federal Provisions.

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Federal Provisions.
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget.

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <p>_____ By: Sheila M. Q. Scanlon, Chief of Staff for: Kevin R. Klein, Director</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD Department of Public Safety, Division of Homeland Security and Emergency Management</p> <p>_____ By: Linda M. Bonesteel, State Controller Delegate</p> <p>Effective Date: _____</p>
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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit Insert Exhibit Number.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Budget”** means the budget for the Work described in Exhibit B.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- E. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- F. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- G. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- H. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Insert Federal Awarding Agency's Full Legal Name and Acronym is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- I. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- J. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- K. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- L. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- M. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- N. **“Grantee”** means an individual or organization that has been awarded a grant. For the purposes of this Grant, Grantee is also referred to as *Subrecipient*.
- O. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- P. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.

- Q. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- R. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- S. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- T. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- U. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- V. **“Recipient”** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also § 200.69 Non-Federal entity in the OMB Uniform Grants Guidance. Also referred to as a *Prime Recipient*. The State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award, is the Recipient.
- W. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- X. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- Z. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- CC. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- DD. **“Subrecipient”** *For the purposes of this Grant, Subrecipient is Grantee:* means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- GG. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- HH. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not

specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State’s review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant **within 45 days** after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

6. REPORTING - NOTIFICATION

A. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain,

any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve

law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated

Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly 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. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

EXHIBIT A, STATEMENT OF WORK

1. GENERAL DESCRIPTION OF THE PROJECT(S).

- 1.1 Project Description.** Support preparedness activities to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response and Recovery mission areas essential to achieving the National Preparedness Goal of a secure and resilient Nation. Grantee will execute and complete the projects as specified and outlined in their approved 2020 application.
- 1.2 Project Expenses.** Project expenses include the costs to procure project items under the Planning, Organization, Equipment, Training and Exercise (POETE) areas as described in §1.1 of this Exhibit A, and in accordance with applicable federal, state and local regulations and procedures. All eligible expenses are listed in the 2020 HSGP Notice of Funding Opportunity and the FEMA Preparedness Grant Manual. The project expenses from the approved application is summarized in the budget table in Exhibit B.
- 1.3 Non-Federal Match:** This non-federal match section does not apply to this grant.
- 1.4 Funding Hold: SHSP National Priorities.** *“FEMA has placed a funding hold on the following investments under the national priority areas, and \$50,00 of SHSP funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients for, and the subrecipients are prohibited from obligating or expending SHSP funds for the costs or activities identified below. The hold only applies to the amount of funds identified for each SHSP investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2020 Biannual Strategy Implementation Report (BSIR) in a manner consistent with GPD Information Bulletin No. 447.”*

Soft Targets/Crowded Places

\$50,000; Investment 2, Soft Targets-Crowded Places, Example County, Region Project X

Soft Targets/Crowded Places: The project description lacks detail as to how grant funds will be used and requires revision. The revision should include additional information regarding the project proposed and how it mitigates the identified risk/threat.

2. DELIVERABLES:

- 2.1** Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit A.
- 2.2** List additional grant deliverables: **Nationwide Cybersecurity Review (NCSR).** Recipients and subrecipients of FY 2020 HSGP grant awards will be required to complete the 2020 NCSR, enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete.
- The 2020 NCSR will be open from October – December 2020. Grantees shall provide the State with confirmation of 100% completion of the 2020 NCSR by **December 24, 2020**,

- The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter page of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the Department of Public Safety's Division of Homeland Security and Emergency Management (DHSEM) throughout the life of the grant.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. If the grant is open during the "report period" reports for that period are due on the respective due dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.

Report Period	Due Date
October – December	January 30
January – March	April 30
April – June	July 30
July – September	October 30

3.2 Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period of performance. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

4. TESTING AND ACCEPTANCE CRITERIA:

The DHSEM shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The DHSEM may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1 Payment Schedule: Grantee shall submit requests for reimbursement using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §3.1. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of Exhibit B. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any

progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

5.2 Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

5.3 Remittance Address. If mailed, payments shall be sent to the Fiscal Agent representative identified in §5.3 of this Exhibit A.

Renee Wheeler, Finance Director

1000 10th Street

Greeley, CO 80631

6. PRINCIPAL REPRESENTATIVES:

For the State:

Larisa Cannon, Grants & Contracts Manager
Department of Public Safety,
Division of Homeland Security & Emergency Management
8000 South Chester Street, Suite 575
Centennial, CO 80112
Larisa.Cannon@state.co.us

For Grantee:

Nicole Cantrell
Homeland Security Coordinator
Northeast All-Hazards Region
11016 County Road 23
Fort Lupton, CO 80621
neahrhscoordinator@gmail.com

7. ADMINISTRATIVE REQUIREMENTS:

Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

7.1 Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

7.1.1 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following:

Purchased with funds provided by the U.S. Department of Homeland Security.

7.1.2 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

7.2 Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

7.2.1 Any sole source transaction in excess of \$100,000 shall be approved in advance by the DHSEM.

- 7.2.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.
- 7.2.3 Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.sam.gov>.
- 7.2.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase:
- “This project was supported by grant 20SHS21NER, issued by the Division of Homeland Security and Emergency Management.”*
- 7.2.5 Grantee shall verify that all purchases are listed in §1 or §7 of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period at <https://www.fema.gov/authorized-equipment-list>. Additionally, funds used to support emergency communications activities should comply with the FY 2020 SAFECOM Guidance for Emergency Communication Grants, at <https://www.cisa.gov/safecom/funding>
- 7.2.6 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the DHSEM.
- 7.2.7 Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee’s own funds.

7.3 Additional Administrative Requirements:

- 7.3.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the DHSEM.
- 7.3.2 All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.
- 7.3.3 All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and must be National Incident Management System (NIMS) compliant. Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise.

EXHIBIT B, BUDGET

BUDGET:

<i>Project Activity/Line Item</i>	<i>Federal Share</i>
Administrative / Project Management	\$ 6,357.00
Planning	\$ 132,000.00
Equipment	\$ 226,393.00
Training	\$ 23,500.00
Exercise	\$ 9,000.00
Management & Admin	\$ 20,905.00
TOTAL BUDGET	\$ 418,155.00
TOTAL AWARD AMOUNT	\$ 418,155.00

EXHIBIT C, SAMPLE OPTION LETTER

State Agency Department of Public Safety	Option Letter Number Insert Number (e.g. "1" for the first option)
Grantee Insert Full Legal Name. Counties shall be written as "Board of County Commissioners of [County Name] County"	Option Agreement Number Insert CMS Number
Agreement Number Encumbrance #: YYPDMMYYxxxx Subrecipient DUNS#: Insert DUNS Number Federal Award Identification # (FAIN): Insert FAIN Number Total Amount of the Federal Award: \$0,000.00 Federal Award Date: Month Day, Year Name of Federal Awarding Agency: Insert Fed Agency Acronym CFDA Insert CFDA # Insert Program Name Identification if the Award is for R&D: No	Option Agreement Maximum Amount \$Insert Amount Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to modify Budget table under the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with §(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Month Day, Year and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above. The maximum amount payable by the State for performance of this Grant Agreement is increased/decreased to \$ and the maximum amount of local matching funds, if applicable, is \$. The total project amount is \$.

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>State Share</i>
Organization	\$ 0.00	\$ 0.00
Planning	\$ 0.00	\$ 0.00
Equipment	\$ 0.00	\$ 0.00
Training	\$ 0.00	\$ 0.00
TOTAL AWARD AMOUNT		\$ 0.00

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller.

<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management</p> <p style="text-align: center;">_____ By: Kevin R. Klein, Director</p> <p style="text-align: center;">Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Colorado Department of Public Safety, Linda M. Bonesteel, State Controller Delegate</p> <p>Option Effective Date: _____</p>
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EXHIBIT D, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant Award Letter to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Federal Provisions shall control.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. “Agreement” means the Grant Award Letter to which these Federal Provisions are attached and includes all Award types in §2.1.2.1 of this Exhibit.

- 2.1.2. “Award” means an award of Federal financial assistance, and the agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.2.1. Awards may be in the form of:

2.1.2.1.1. Grants;

2.1.2.1.2. Contracts;

2.1.2.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

2.1.2.1.4. Loans;

2.1.2.1.5. Loan Guarantees;

2.1.2.1.6. Subsidies;

2.1.2.1.7. Insurance;

2.1.2.1.8. Food commodities;

2.1.2.1.9. Direct appropriations;

2.1.2.1.10. Assessed and voluntary contributions; and

2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

2.1.2.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.2.2. Award **does not** include:

2.1.2.2.1. Technical assistance, which provides services in lieu of money;

2.1.2.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

2.1.2.2.3. Any award classified for security purposes; or

2.1.2.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

- 2.1.3. “Contractor” means the party or parties to an Agreement funded, in whole or in part, with

Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
 - 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.5.2. A foreign public entity;
 - 2.1.5.3. A domestic or foreign non-profit organization;
 - 2.1.5.4. A domestic or foreign for-profit organization; and
 - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.15. “Federal Provisions” means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an

Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

2.1.17. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

2.1.17.1. Salary and bonus;

2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.17.4. Change in present value of defined benefit and actuarial pension plans;

2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration,

and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION.

5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and

5.1.2. In the preceding fiscal year, Contractor received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Agreement price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient DUNS Number;

8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient Parent DUNS Number;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:

8.1.2.1. Subrecipient's DUNS Number as registered in SAM.

8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be

available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

12.1.3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.

7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the State of Colorado may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Agreement, at law or in equity.



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Homeland Security Grant Program

Budget Summary

Region/Agency: North East

Applicant Agency: City of Greeley

Grant Program: State Homeland Security Program (SHSP)

	Project Title	Project Type	Planning	Organization	Equipment	Training	Exercise	Project Total
M & A wksht 1			M & A Worksheet 1 totals below					
Worksheet 2	Regional Homeland Security Planning and Managemen	ACTIVE	\$ 102,000.00	\$ 6,357.00	\$ -	\$ -	\$ -	\$ 108,357.00
Worksheet 3	Regional Training and Exercise	ACTIVE	\$ -	\$ -	\$ -	\$ 23,500.00	\$ 9,000.00	\$ 32,500.00
Worksheet 4	Emergency Communications	ACTIVE	\$ -	\$ -	\$ 53,057.00	\$ -	\$ -	\$ 53,057.00
Worksheet 5	Law enforcement special team tactical equipment	ACTIVE	\$ -	\$ -	\$ 44,613.00	\$ -	\$ -	\$ 44,613.00
Worksheet 6	Hazardous Materials Response	ACTIVE	\$ -	\$ -	\$ 8,330.00	\$ -	\$ -	\$ 8,330.00
Worksheet 7	Emergency Power, Sheltering and Community Comm	ACTIVE	\$ -	\$ -	\$ 78,209.00	\$ -	\$ -	\$ 78,209.00
Worksheet 8	EOC and Response Equipment	ACTIVE	\$ -	\$ -	\$ 19,662.00	\$ -	\$ -	\$ 19,662.00
Worksheet 9	Cybersecurity	ACTIVE	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
Worksheet 10	Soft Target / Crowded Places	ACTIVE	\$ -	\$ -	\$ 22,522.00	\$ -	\$ -	\$ 22,522.00
TOTALS			\$ 132,000.00	\$ 6,357.00	\$ 226,393.00	\$ 23,500.00	\$ 9,000.00	
Allocated Amount: Projects			\$397,248.00	Total Projects				\$ 397,250.00
Allocated Amount: M&A			\$20,907.00	Total M&A				\$ 20,905.00
Regional Allocation Amount			\$418,155.00	Total Grant				\$ 418,155.00



COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

Budget Details by Project

Worksheet 1 - M & A Budget

North East

City of Greeley

20SHS21NER

Project Zip Code Location

Maximum Allowable M & A:

20,907.00

Line Item Reference #		Line Description	LETPA	Personnel Activity	Quantity	Unit Cost	Total
Solution Area: Management & Administration							
1	M & A	Salary administration services & support	No	Yes	1	15,680.00	\$ 15,680.00
2	M & A	Benefits administration & support	No	Yes	1	5,000.00	\$ 5,000.00
3	M & A	Office supplies	No	No	1	200.00	\$ 200.00
4	M & A	Travel	No	No	1	25.00	\$ 25.00
5	M & A						\$ -
6	M & A						\$ -
7	M & A						\$ -
8	M & A						\$ -
9	M & A						\$ -
10	M & A						\$ -
11	M & A						\$ -
12	M & A						\$ -
13	M & A						\$ -
14	M & A						\$ -
15	M & A						\$ -
16	M & A						\$ -
17	M & A						\$ -
18	M & A						\$ -
19	M & A						\$ -
20	M & A						\$ -
Subtotal:							\$ 20,905.00

2020 Application (HSGP)

Worksheet (project) #2 - Regional Planning and Management

North East		City of Greeley		20SHS21NER		ACTIVE	
Worksheet (Project) Title: Regional Homeland Security Planning and Management				Investment Justification: Planning			
Does this project support a fusion center?		No		Are the Assets/Activities of this project deployable?		No	
Does this project support a NIMS Typed Resource?		No		Are the Assets / Activities of this project shareable?		No	
				Project Zip Code Location		80631	
				Does this investment focus on building new capabilities or sustaining existing capabilities?		New (Building)	
				Primary Capability:		Common - Planning	

(1250 Character Max) Describe in the below fields the proposed project and activities. Below must include the following:
 1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
 2. Capability gap(s) addressed by the project;
 3. How the proposed project will reduce capability gap(s).

Description: The NEAHR employs a contractual regional homeland security coordinator to represent the region and discharge the day-to-day business of the region. These activities include planning, coordination with the counties and local agencies in the region, the fiscal agent and DHSEM, support the NEAHR steering committee, processing grant purchases and regional policy development. A major responsibility of the coordinator is to assure compliance with DHSEM, FEMA and fiscal agent financial and purchasing procedures. Also included in this project are expenses related to the upkeep and maintenance of region owned equipment such as Salamander systems, the maintenance of region owned technology supplies and the payment of monthly subscriptions for communications systems (Zoom, Wifi hotspot, etc).

Capability Gap(s) addressed: The Regional Homeland Security Planning and Management project provides support for threat and hazard identification planning, situation assessment, core capability assessment, collaborative and cross-discipline planning, and administration of SHSG funding

How Capability Gap(s) reduced: The Regional Homeland Security Planning and Management project reduces capability gaps by providing consistent planning and administrative support to regional agencies in identifying risks and hazards and processing purchases and projects which will mitigate, prepare for, prevent or respond to incidents of terrorism. Additionally, this project administers the SHSG funding program that enhances local capabilities to prevent, prepare for, respond to and recover from large scale disasters.

Budget Summary

Planning	\$	102,000.00
Organization	\$	6,357.00
Equipment	\$	-
Training	\$	-
Exercise	\$	-
Total	\$	108,357.00

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

The NEAHR steering committee has demonstrated long-term and continued support by reserving enough SHSG funding to support a robust Regional Homeland Security Planning and Management effort. This level of effort has varied from .75 FTE to 1 FTE in recent years. If funding should decrease in future years it would be necessary to evaluate how to more efficiently manage grant requirements while potentially decreasing hours

Provide an explanation of regional impact of this project: (1250 Character Max)

The Regional Homeland Security Planning and Management effort coordinates the planning and SHSG funding across the entire region seeking to balance the needs of a wide range of hazards, risks, local capabilities, and stakeholders. Coordination efforts include managing the SHSG system with extensive interaction with the NEAHR fiscal agent, administrative support of various planning committees, training and exercise programs, and interface with other DHSEM, DFPC, local governments, healthcare planning organizations and public health agencies. Without this level of regional coordination to address regional level planning and coordination, a significant overlap in effort and cost would likely result.

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years? **Yes** Which years? **2018, 2019**

Planning		Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1	NEAHR	Regional Homeland Security Coordinator contracted 1.0 FTE for 12 months in accordance with steering committee approved job description and contract.	Yes	1	90,000.00	90,000.00		90,000.00
	2	NEAHR	Travel expenses authorized by the NEAHR. Costs include mileage, hotel/travel, conference reg (CEMA, HS, other) and add'l travel costs (parking, car).	No	1	12,000.00	12,000.00		12,000.00

Organization		Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1	NEAHR	Operating expenses authorized by the NEAHR. Includes office supplies, equipment, print, postage, registrations, annual services, subscriptions, etc.	No	1	6,357.00	6,357.00		6,357.00
	2			>> Select <<			-		-

Equipment		Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<	>> Select <<				-		-
	2			>> Select <<	>> Select <<				-		-

Training		Receiving Entity	Line Description	LETPA	Course #	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<				-		-
	2			>> Select <<				-		-

Exercise		Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<			-		-
	2			>> Select <<			-		-

2020 Application (HSGP)

Worksheet (project) #3 - Regional Training and Exercise

North East		City of Greeley		20SHS21NER		ACTIVE	
Worksheet (Project) Title: Regional Training and Exercise				Investment Justification: Incident Response Support			
Does this project support a fusion center?		No		Are the Assets/Activities of this project deployable?		No	
Does this project support a NIMS Typed Resource?		No		Are the Assets / Activities of this project shareable?		No	
				Project Zip Code Location		80631	
				Does this investment focus on building new capabilities or sustaining existing capabilities?		New (Building)	
				Primary Capability:		Common - Operational Coordination	

(1250 Character Max) Describe in the below fields the proposed project and activities. Below must include the following:
 1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
 2. Capability gap(s) addressed by the project;
 3. How the proposed project will reduce capability gap(s).

Description: This project supports regional training and exercise programs and enhanced response capacity through training and exercise efforts. This project will also support the Eastern Colorado IMT in training and mentoring opportunities at the Fire on the Plains exercise.

Capability Gap(s) addressed: Ongoing training and exercise to support gaps as identified in regional assessments. ECIMT Training gaps will also be addressed through this project and training opportunities.

How Capability Gap(s) reduced: This project will reduce capability gaps by providing ICStraining, specialized multi-jurisdiction and multi-discipline training and exercises as identified in needs assessments, MYTEP for the Region and through improvement areas identified in after action reports.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Working to provide trainings and train the trainer opportunities which will grow and enhance capabilities within the region to sustain ongoing training programs in future grant years. Grant funding has been provided to build a trained and experienced cadre of responders within the region who have trained and practiced within communities. This is an ongoing initiative which relies upon continued funding but a focus on training trainers will provide resilience to the program.

Provide an explanation of regional impact of this project: (1250 Character Max)

All program activities are regional and benefit all agencies and local governments who participate in provided trainings and exercise opportunities. All program activities are intended to enhance operational coordination and effectiveness when responding to incidents which exceed local capabilities.

Planning		Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<			-		-
	2			>> Select <<			-		-

Organization		Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<			-		-
	2			>> Select <<			-		-

Equipment		Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<	>> Select <<				-		-
	2			>> Select <<	>> Select <<				-		-

Training		Receiving Entity	Line Description	LETPA	Course #	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1	NEAHR	Personnel approved by NEAHR for training. Contractor / Instructor fees (\$550/day), travel, back-fill. Courses: ICS 300 / 400, G191, others per TEP.	No	TBD	1	15,000.00	15,000.00		15,000.00
	2	NEAHR	Training / Mentoring opportunity - Held as part of another training or deployment event. Will support travel costs / fees for the training / event.	No	n/a	1	5,000.00	5,000.00		5,000.00
	3	ECIMT	Training / Mentoring opportunity - Fire on the Plains or a similar opportunity	No	n/a	1	3,500.00	3,500.00		3,500.00

Exercise		Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1	NEAHR	Personnel expenses for HSEEP compliant exercises as approved by NEAHR. Includes contractual facilitators, paid evaluators, hired support.	No	1	6,000.00	6,000.00		6,000.00
	2	NEAHR	HSEEP compliant exercises for the region and counties within the NEAHR as approved by NEAHR. Proposed Exercises:- EOC, EOC/ICS interface, TIC	No	1	3,000.00	3,000.00		3,000.00

Budget Summary

Planning	\$	-
Organization	\$	-
Equipment	\$	-
Training	\$	23,500.00
Exercise	\$	9,000.00
Total	\$	32,500.00

2020 Application (HSGP)

Worksheet (project) #4

North East		City of Greeley		20SHS21NER		ACTIVE	
Worksheet (Project) Title: Emergency Communications				Investment Justification: Improve Communication Interoperability			
Does this project support a fusion center?		<input type="text" value="No"/>		Are the Assets/Activities of this project deployable?		<input type="text" value="Yes"/>	
Does this project support a NIMS Typed Resource?		<input type="text" value="No"/>		Are the Assets / Activities of this project shareable?		<input type="text" value="No"/>	
				Project Zip Code Location		<input type="text" value="80631"/>	
				Does this investment focus on building new capabilities or sustaining existing capabilities?		<input type="text" value="New (Building)"/>	
				Primary Capability:		<input type="text" value="Prevent - Intelligence and Information Sharing"/>	

(1250 Character Max) Describe in the below fields the proposed project and activities. Below must include the following:
 1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
 2. Capability gap(s) addressed by the project;
 3. How the proposed project will reduce capability gap(s).

Description:

Capability Gap(s) addressed: Lack of interoperable communication among agencies and across disciplines is cited frequently in after action reviews. The region's THIRA identifies the theme of lack of communications across all risks.

How Capability Gap(s) reduced: Increasing the number and performance of 700/800 radios will improve interoperable communication during emergency incidents across agencies and disciplines.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

As the overall radio migration to 800 MHZ proceeds less new radios are required, with a resulting decrease in spending on new radios. The majority of purchases are for portable and mobile 800 MHZ DTR radios in conformance with the State interoperable communications plan. Increased focus on additional interoperable communication capability development in ongoing grant cycles will provide additional sustainability. Radios will not be replaced with grant funding and the limit on each single radio purchase has been set at \$2500 in order to encourage cost efficient purchases or agency cost sharing.

Provide an explanation of regional impact of this project: (1250 Character Max)

Local agencies receiving radios and other related communications equipment are required to maintain all equipment and replace it as necessary. This is explained and evaluated during the annual prioritization process. The region keeps detailed inventories of radios purchased with SHSG funds.

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years?		<input type="text" value="No"/>		Which years?		<input type="text"/>	
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Planning	Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

Organization	Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

Equipment	Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance	
	1	Cheyenne Wells Volunteer Fire Department	Portable DTR Radios	No	No	06CP-01-PORT	5	2,500.00	12,500.00		12,500.00
	2	Kit Carson County	Portable DTR Radios	No	No	06CP-01-PORT	6	1,210.00	7,260.00		7,260.00
	3	Cheyenne County EMS	Portable DTR Radios	No	No	06CP-01-PORT	2	2,193.50	4,387.00		4,387.00
	4	Morgan County OEM	Emergency Messaging (Mobile Sign Board)	No	No	03OE-03-SIGN	1	19,798.00	19,798.00		19,798.00
	5	Morgan County 911 / Comms	Mobile CAD system backup	No	No	04AP-01-CADS	2	4,556.00	9,112.00		9,112.00

Training	Receiving Entity	Line Description	LETPA	Course #	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<				-		-
	2		>> Select <<				-		-

Exercise	Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

2020 Application (HSGP)

Worksheet (project) #5

North East		City of Greeley		20SHS21NER		ACTIVE	
Worksheet (Project) Title: Law enforcement special team tactical equipment				Investment Justification: Incident Response Support			
Does this project support a fusion center?		<input type="text" value="No"/>		Are the Assets/Activities of this project deployable?		<input type="text" value="Yes"/>	
Does this project support a NIMS Typed Resource?		<input type="text" value="No"/>		Are the Assets / Activities of this project shareable?		<input type="text" value="Yes"/>	
				Project Zip Code Location		<input type="text" value="80631"/>	
				Does this investment focus on building new capabilities or sustaining existing capabilities?		<input type="text" value="New (Building)"/>	
				Primary Capability:		<input type="text" value="Respond - On-scene Security and Protection"/>	

(1250 Character Max) Describe in the below fields the proposed project and activities. Below must include the following:
 1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
 2. Capability gap(s) addressed by the project;
 3. How the proposed project will reduce capability gap(s).

Description:	Equipment in this project is intended to enhance the effectiveness of law enforced special operations teams to address the threats of terrorism and active assailant threats. Terrorism and active assailant threats are throughout the region. These threats include assaults in large public gatherings, schools, places of worship, workplaces, and other areas of public assembly. Equipment in this project equips law enforcement personnel to more effectively and safely respond to these type of incidents.
Capability Gap(s) addressed:	Terrorism and active assailant threats are cited by law informant officials throughout the region. These threats include assaults in large public gatherings, schools, places of worship, workplaces and other areas of public assembly. Most of the equipment in this project supports multi-agency special operations teams such as SWAT and bomb squads, and some supports the initial response of small law enforcement agencies.
How Capability Gap(s) reduced:	Equipment acquired in this project will enhance the ability of law enforced to respond to and neutralize acts of terrorism and active assailants.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Local agencies and multi-agency special operations teams are responsible for maintenance of this equipment on an ongoing basis to ensure it remains effective within the region movig forward with agreements in place according to the fiscal agent's policies and procedures.

Provide an explanation of regional impact of this project: (1250 Character Max)

Terrorism incidents are from multi-agency and regional incidents and produce impacts beyond the original jurisdiction. These projects support individual agencies needsw while enhancing the terrorism prevention, protection and response capabilities across the region.

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years? Which years?

Planning		Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<			-		-
	2			>> Select <<			-		-

Organization		Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<			-		-
	2			>> Select <<			-		-

Equipment		Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1	Cheyenne County Sheriff's Office	Ballistic Shields	No	No	01LE-01-SHLD	5	1,120.00	5,600.00		5,600.00
	2	Wray Police Department	Ballistic Shields	No	No	01LE-01-SHLD	3	2,035.00	6,105.00		6,105.00
	3	Weld County Sheriff's Office	Throw Robot	No	No	03OE-07- ROBT	1	15,645.00	15,645.00		15,645.00
	4	Yuma County Sheriff's Office	Ballistic Helmets with communication capabilities	No	No	01LE-01-HLMT	4	1,507.00	6,028.00		6,028.00
	5	Morgan County Sheriff's Office	FLIR Scion PTM166 Thermal Monocular	No	No	03OE-02-TILA	2	2,947.50	5,895.00		5,895.00
	6	Brush Police Department	Headset Communications and Hearing Protection for ballistic helmets	No	No	02PE-02-HEAR	6	890.00	5,340.00		5,340.00
	7								-		-

Training		Receiving Entity	Line Description	LETPA	Course #	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<				-		-
	2			>> Select <<				-		-

Exercise		Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<			-		-
	2			>> Select <<			-		-

2020 Application (HSGP)

Worksheet (project) #6 - Hazardous Materials / Response

North East		City of Greeley		20SHS21NER		ACTIVE	
Worksheet (Project) Title: Hazardous Materials Response				Investment Justification: WMD and HazMat			
Does this project support a fusion center?		No		Are the Assets/Activities of this project deployable?		Yes	
Does this project support a NIMS Typed Resource?		No		Are the Assets / Activities of this project shareable?		No	
				Project Zip Code Location		80631	
				Does this investment focus on building new capabilities or sustaining existing capabilities?		New (Building)	
				Primary Capability:		Respond - Environmental Response/Health and Safety	

(1250 Character Max) Describe in the below fields the proposed project and activities. Below must include the following:

- Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
- Capability gap(s) addressed by the project;
- How the proposed project will reduce capability gap(s).

Description:	This project provides a multi-gas detector and radiation monitor for two local fire departments. These pieces of equipment will be used to identify dangerous concentrations of toxic, flammable, and explosive gases, as well as low levels of oxygen and for the detection of radiation sources. Both include calibration equipment to verify proper functioning. This is a critical function in determining risk levels and mitigation strategies during hazardous materials releases.
Capability Gap(s) addressed:	The threat of hazardous materials releases at fixed facilities and during transportation. Also included are hazardous materials incidents related to WMD and CBRN incidents. The applicant agency serves a major state highway, railroad and agricultural area, all with significant hazardous materials exposure. The lack of ability to rapidly access the degree of hazard of hazardous materials releases impairs operational effectiveness, public health, environmental contamination and responder safety.
How Capability Gap(s) reduced:	The addition of these gas monitoring meters will enhance the ability to detect hazardous materials concentrations' at emergency incidents.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Improving hazardous materials monitoring and assessment has been a focus in the NE region for many years. The focus has been specifically on areas in the region that have significant transportation risks and fixed site exposure potential.

Provide an explanation of regional impact of this project: (1250 Character Max)

The applicant will be required to maintain the equipment provided and replace if necessary with local funds in accordance with agreements in place based to the fiscal agent's policies and procedures.

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years?		>> SELECT <<	Which years?	
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Planning		Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<			-		-
	2			>> Select <<			-		-

Organization		Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<			-		-
	2			>> Select <<			-		-

Equipment		Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1	Frederick Firestone Fire Protection District	Radiation Detector with calibration kit	>> Select <<	>> Select <<	07RD-02-PRDA	1	5,415.00	5,415.00		5,415.00
	2	Holyoke Volunteer Fire Department	Hazmat 5 gas Meter with calibration kit	>> Select <<	>> Select <<	07CD-01-DPMG	1	2,915.00	2,915.00		2,915.00

Training		Receiving Entity	Line Description	LETPA	Course #	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<				-		-
	2			>> Select <<				-		-

Exercise		Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1			>> Select <<			-		-
	2			>> Select <<			-		-

Budget Summary

Planning	\$	-
Organization	\$	-
Equipment	\$	8,330.00
Training	\$	-
Exercise	\$	-
Total	\$	8,330.00

2020 Application (HSGP)

Worksheet (project) #7

North East		City of Greeley		20SHS21NER		ACTIVE	
Worksheet (Project) Title: Emergency Power, Sheltering and Community Communication				Investment Justification: Community Preparedness & Emergency Public Information and Warning			
Does this project support a fusion center?		No		Are the Assets/Activities of this project deployable?		Yes	
Does this project support a NIMS Typed Resource?		No		Are the Assets / Activities of this project shareable?		Yes	
				Project Zip Code Location		80631	
				Does this investment focus on building new capabilities or sustaining existing capabilities?		New (Building)	
				Primary Capability:		Respond - Mass Care Services	

(1250 Character Max) Describe in the below fields the proposed project and activities. Below must include the following:
 1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
 2. Capability gap(s) addressed by the project;
 3. How the proposed project will reduce capability gap(s).

Description: This project provides emergency power in critical community facilities used for fire protection, sheltering and EOC operations. It will also support the purchase of sheltering supplies for use in emergency situations and terrorism events and will allow the procurement of a mobile sign for communication with the community during incidents which may disrupt traffic or require mass messaging within the community (advertising sheltering locations or alternate power locations). Loss of functional capability of critical public facilities that provide sheltering, emergency services, communications, and local government continuity of operations endangers community health and safety during major all hazard incidents. Wildland fires, severe winter storms and tornados frequently cause power outages.

Capability Gap(s) addressed: The NEAHR THIRA identifies loss of power and sheltering as capability gaps, especially in rural and isolated areas. Communication capabilities is also frequently identified as a gap.

How Capability Gap(s) reduced: Emergency power will provide increase effectiveness of the identified critical infrastructure of fire stations and EOCs with current deficiencies. Sheltering supplies will allow support of communities in times of crisis and the mobile sign will decrease a community communication gap in a simple and low tech nology manner.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Regional support of critical infrastructure improvements in existing buildings has been an increasing focus of the region. These tend to be in rural areas and smaller cities and towns with less financial resources. We have also begun to look at planning ahead for new buildings. Planning shelter locations has been coordinated as a region and a focus on increasing capabilities across the region has been a priority. These purchases of deployable assets will support the region in its ability to provide mass care services. Local agencies receiving funds for critical infrastructure improvements are responsible for maintaining these improvements, with agreements in place according to the fiscal agent's policies and procedures.

Provide an explanation of regional impact of this project: (1250 Character Max)

These regional assets which will now have alternate power sources will be a shared asset and available as back up locations for agencies within the region. The enhanced sheltering capabilities will ensure the region is prepared for emergencies and incidents which require mass care, and the mobile messaging board will be a regional asset available to communicate in region wide and local incidents.

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years?		>> SELECT <<	Which years?	
--	--	--------------	--------------	--

Planning	Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

Organization	Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

Equipment	Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1	Hugo Fire Protection District	Emergency Generator	No	Yes	10GE-00-GENR	1	11,332.00	11,332.00	11,332.00
	2	Karval Fire Protection District	Emergency Generator	No	Yes	10GE-00-GENR	1	8,000.00	8,000.00	8,000.00
	3	Livermore Fire Protection District	Emergency Generator	No	Yes	10GE-00-GENR	1	36,000.00	36,000.00	36,000.00
	4	Sedgwick OEM	Shelter Equipment	No	No	09ME-01-COTS	1	3,300.00	3,300.00	3,300.00
	5	Morgan County OEM	Shelter Equipment	No	No	09ME-01-COTS	1	8,281.00	8,281.00	8,281.00
	6	Logan County OEM	Shelter Equipment	No	No	09ME-01-COTS	1	8,280.00	8,280.00	8,280.00
	7	Haxtun Hospital	Shelter Equipment / Alternate Care Facility Supplies	No	No	09ME-01-SHEL	1	3,016.00	3,016.00	3,016.00
	8							-	-	

Training	Receiving Entity	Line Description	LETPA	Course #	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<				-		-
	2		>> Select <<				-		-

Exercise	Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

Budget Summary		
Planning	\$	-
Organization	\$	-
Equipment	\$	78,209.00
Training	\$	-
Exercise	\$	-
Total	\$	78,209.00

2020 Application (HSGP)

Worksheet (project) #8 - EOC and Response Equip

North East		City of Greeley		20SHS21NER		ACTIVE	
Worksheet (Project) Title: EOC and Response Equipment				Investment Justification: Enhance State, Regional and Local EOCs			
Does this project support a fusion center?		No		Are the Assets/Activities of this project deployable?		No	
Does this project support a NIMS Typed Resource?		No		Are the Assets / Activities of this project shareable?		No	
				Project Zip Code Location		80631	
				Does this investment focus on building new capabilities or sustaining existing capabilities?		New (Building)	
				Primary Capability:		Common - Operational Coordination	

(1250 Character Max) Describe in the below fields the proposed project and activities. Below must include the following:

- Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
- Capability gap(s) addressed by the project;
- How the proposed project will reduce capability gap(s).

Description: This project will support the procurement of equipment to support the enhancement of local emergency operations centers responsible for local and potentially regional response efforts during any incident. The purchase of authorized computer equipment will support technology needs within EOCs, and additional equipment such as vests, white boards, projectors and monitors will support the operational response capabilities within each EOC. It will also support the purchase of a redundant mobile CAD system necessary for regional response of dispatch operations in an alternate location away from routine dispatching capabilities.

Capability Gap(s) addressed: The identification of equipment gaps within local EOCs has been prioritized as a gap. Technology purchases and redundant computer aided dispatch systems will allow for more efficient functioning during incidents.

How Capability Gap(s) reduced: The purchase of equipment which will enhance local EOC capabilities and dispatch capabilities will decrease gaps in equipment and communication.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

These EOCs will be required to maintain the equipment purchased moving forward, with agreements in place according to the fiscal agent's policies and procedures. Equipment will not be replaced with future grant funding.

Provide an explanation of regional impact of this project: (1250 Character Max)

Local EOCs would operate as alternate locations for all regional partners and would support each other in a wide scale event.

Planning	\$	-
Organization	\$	-
Equipment	\$	19,662.00
Training	\$	-
Exercise	\$	-
Total	\$	19,662.00

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years?

No Which years?

Planning	Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

Organization	Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

Equipment	Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1	Carbon Valley Emergency Management Agency	No	No	21GN-00-OCEQ	1	8,500.00	8,500.00		8,500.00
	2	Carbon Valley Emergency Management Agency	No	No	21GN-00-OCEQ	1	4,600.00	4,600.00		4,600.00
	3	City of Loveland OEM	No	No	21GN-00-OCEQ	1	3,403.00	3,403.00		3,403.00
	4	CSU Police Department	No	No	04AP-02-OAPT	1	3,159.00	3,159.00		3,159.00

Training	Receiving Entity	Line Description	LETPA	Course #	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<				-		-
	2		>> Select <<				-		-

Exercise	Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

2020 Application (HSGP)

Worksheet (project) #9 - Cybersecurity

North East		City of Greeley		20SHS21NER		ACTIVE	
Worksheet (Project) Title: Cybersecurity				Investment Justification: Infrastructure Systems & Cybersecurity			
Does this project support a fusion center?		No		Are the Assets/Activities of this project deployable?		No	
Does this project support a NIMS Typed Resource?		No		Are the Assets / Activities of this project shareable?		No	
						Project Zip Code Location	80631
						Does this investment focus on building new capabilities or sustaining existing capabilities?	New (Building)
Primary Capability:						Protect - Cybersecurity	

(1250 Character Max) Describe in the below fields the proposed project and activities. Below must include the following:
 1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
 2. Capability gap(s) addressed by the project;
 3. How the proposed project will reduce capability gap(s).

Description: Cybersecurity is a growing and critical all-hazard homeland security threat. The 2019-2023 Colorado Homeland Security Strategy identifies cybersecurity as the most serious human caused risk vulnerability in Colorado. It is designated as one of nine identified goals of this new strategy. Cybersecurity is also identified as a major emphasis of the 2020 Homeland Security Grant program and is one of the four priority areas to be addressed through projects and joint efforts.

Capability Gap(s) addressed: Cybersecurity was identified as one of the top four regional-wide threats in the first phase of the regional Threat and Hazard Identification and Risk Assessment.

How Capability Gap(s) reduced: This project will minimize risk due to cyber threats and ensure regional agencies are aware of risks and response procedures for cyber incidents.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

This project seeks to establish a region-wide cybersecurity program modeled on a similar one in the Northcentral All Hazard Region (NCR). This would be an 18-24 month program funded by the 2019 and 2020 Homeland Security grant funding allocations. The cornerstone of this program will be the establishment of a NE regional cybersecurity committee comprised of information technology personnel, emergency managers and others designated by the NEAHR steering committee. This committee would be supported by the regional homeland security coordinator and one part-time contractor who will manage the project.

Provide an explanation of regional impact of this project: (1250 Character Max)

There have been cybersecurity attacks in the region with the most prominent affecting the Estes Park Medical Center in June of 2019. Currently the region does not have a region-wide cybersecurity program and this project will address that gap while increasing protection efforts surrounding cyber risks, vulnerabilities and attacks. This project will put in place the foundation of new cybersecurity efforts and plans to sustain this effort moving forward will be addressed by the NEAHR steering committee.

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years?				Yes		Which years?		2019	
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Planning	Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1	Personnel Expenses - Part time contractor to manage the cyber program and the creation and implementation of an NER Cybersecurity program.	Yes	1	20,000.00	20,000.00		20,000.00
	2	Operating expenses for development and implementation of cybersecurity program. Equipment, software, printing, maintenance of regional computers, etc.	No	1	10,000.00	10,000.00		10,000.00

Organization	Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

Equipment	Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<	>> Select <<				-		-
	2		>> Select <<	>> Select <<				-		-

Training	Receiving Entity	Line Description	LETPA	Course #	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<				-		-
	2		>> Select <<				-		-

Exercise	Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance
	1		>> Select <<			-		-
	2		>> Select <<			-		-

Budget Summary		
Planning	\$	30,000.00
Organization	\$	-
Equipment	\$	-
Training	\$	-
Exercise	\$	-
Total	\$	30,000.00

2020 Application (HSGP)

Worksheet (project) #10 - Soft Targets / Crowded Spaces

North East		City of Greeley		20SHS21NER		ACTIVE	
Worksheet (Project) Title: Soft Target / Crowded Places				Investment Justification: Community Preparedness & Emergency Public Information and Warning			
Does this project support a fusion center?		No		Are the Assets/Activities of this project deployable?		No	
Does this project support a NIMS Typed Resource?		No		Are the Assets / Activities of this project shareable?		No	
				Project Zip Code Location		80631	
				Does this investment focus on building new capabilities or sustaining existing capabilities?		New (Building)	
				Primary Capability:		Protect - Physical Protective Measures	

(1250 Character Max) Describe in the below fields the proposed project and activities. Below must include the following:

- Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
- Capability gap(s) addressed by the project;
- How the proposed project will reduce capability gap(s).

Description: The goal of this project is to harden soft targets within the region through the use of physical protective measures, which is one of the four priority areas for the 2020 HS grant. These will include the installation of a security alarm system and panic buttons within the Sedgwick County courthouse, which serves as the local EOC, houses many county offices and is also a designated County election voting location. The purchase of a large outdoor light for the Logan County OEM will also support physical security during nighttime operations and will be deployable to soft targets and crowded places as needed throughout the region.

Capability Gap(s) addressed: Soft target hardening is a priority area for the 2020 grant funding, and the protection of critical infrastructure has been identified as a priority in previous assessments.

How Capability Gap(s) reduced: This project will reduce risk to the identified soft targets (Sedgwick County Courthouse, Logan County Fairgrounds) by mitigating vulnerabilities through security and lighting systems.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

The installed systems will be supported by county funds moving forward and the maintenance and upkeep of both the security system and the lighting tower will be the responsibility of the agencies who requested the equipment be purchased as a regional asset.

Provide an explanation of regional impact of this project: (1250 Character Max)

Although both projects will take place within individual counties, they will create a redundant and hardened election location which is a soft target and will provide a resource which can be deployed as necessary during night operations which could support multiple soft targets or crowded places throughout the region.

		Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost	Expensed	Remaining Balance	
Planning	1			>> Select <<			-		-	
	2			>> Select <<			-		-	
Organization	1			>> Select <<			-		-	
	2			>> Select <<			-		-	
Equipment	1	Logan County OEM	Mobile Light Tower	No	No	030E-02-TILA	1	9,500.00	9,500.00	9,500.00
	2	Sedgwick County OEM	Courthouse Security / Alarm system	No	No	14SW-01-ALR	1	13,022.00	13,022.00	13,022.00
Training	1			>> Select <<			-		-	
	2			>> Select <<			-		-	
Exercise	1			>> Select <<			-		-	
	2			>> Select <<			-		-	

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years? No Which years?

Budget Summary		
Planning	\$	-
Organization	\$	-
Equipment	\$	22,522.00
Training	\$	-
Exercise	\$	-
Total	\$	22,522.00

Council Agenda Summary

October 20, 2020

Agenda Item Number 15

Key Staff Contact: Mark Gonzales, Municipal Judge, 970-350-9245

Title:

Consideration of a resolution authorizing an Intergovernmental Agreement between the City of Loveland, the City of Fort Collins, and the City of Greeley for sharing of judicial services

Summary:

Municipal Courts are generally presided over by Municipal Judges employed by the municipality. On occasion, Municipal Judges may be prevented from sitting on the bench or presiding over a case due to scheduling or conflicts of interest. In order to provide cost-effective and efficient special judicial services to temporarily replace the services of the Municipal Judge in the event of a conflict of interest or other circumstance, the cities of Greeley, Fort Collins, and Loveland have historically cooperated to exchange the services of their Municipal Judges with each other in order to minimize costs.

Section 7-1 of the Greeley Municipal Charter requires that the Judge or Judges of the Greeley Municipal Court must reside in the City of Greeley during their tenure. While it is not clear that this provision applies to Assistant Judges, the City Attorney's Office has determined that Assistant Judges must be residents of Greeley unless a change to the Municipal Code is made to specifically authorize non-resident Assistant Judges. Given this, the proposed Intergovernmental Agreement only authorizes Fort Collins or Loveland Judges to serve in Greeley Municipal Court if they are residents of the City of Greeley. Currently, the presiding Judge in Fort Collins (Judge Hueser) resides in Greeley and thus is eligible to serve as a Judge in Greeley Municipal Court if needed.

Fiscal Impact:

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

Legal Issues:

Section 2.08.050 authorizes the City Council to appoint one or more assistant Municipal Judges as may be necessary to handle the case load of the Municipal Court. Section 7-1 of the Greeley Municipal Charter requires the Judge or Judges of the Municipal Court to reside in Greeley during their tenure.

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) 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
Intergovernmental Agreement

RESOLUTION 2020-_____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LOVELAND, THE CITY OF FORT COLLINS, AND THE
CITY OF GREELEY FOR SHARING OF JUDICIAL SERVICES**

WHEREAS, the Greeley Municipal Court is presided over by a Municipal Judge employed by the City of Greeley; and

WHEREAS, Section 2.08.050 authorizes the City Council to appoint one or more assistant Municipal Judges as may be necessary to handle the case load of the Municipal Court; and

WHEREAS, Section 7-1 of the Greeley Municipal Charter requires the Judge or Judges of the Municipal Court to reside in Greeley during their tenure; and

WHEREAS, the City of Loveland and the City of Fort Collins have a Municipal Judge and assistant municipal judges appointed and employed by each respective City; and

WHEREAS, governmental entities may cooperate and enter into agreements or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating units of government pursuant to C.R.S. § 29-1-203; and

WHEREAS, on occasion, a Municipal Judge may be prevented from sitting on the bench or presiding over a case by reason a conflict of interest, vacation, illness or other reason, and the appointed Assistant Municipal Judges may also be unavailable or have a conflict; and

WHEREAS, in order to provide cost-effective and efficient special judicial services to temporarily replace the services of the Municipal Judge in the event of a conflict of interest or other circumstance, the Municipalities desire to cooperatively exchange the services of their Municipal Judge with each other; and

WHEREAS, the cities of Fort Collins, Loveland, and Greeley historically have cooperated in sharing judicial services when necessary due to scheduling or conflicts; and

WHEREAS, Fort Collins and Loveland Judges should be authorized to preside in Greeley Municipal Court if they are residents of the City of Greeley, or if otherwise authorized by the Code or Charter; and

WHEREAS, Council desires to approve an intergovernmental agreement for the exchange of judicial services between the City of Loveland, the City of Greeley, and the City of Fort Collins; and

WHEREAS, Council desires to appoint those Judges set forth in the intergovernmental agreement, provided they meet the requirements of the Greeley Municipal Charter and Greeley Municipal Code; and

WHEREAS, Council finds that execution of this intergovernmental agreement is in the best interests of the citizens of the City of Greeley.

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

Section 1. The “Intergovernmental Agreement for Judicial and Administrative Services” attached hereto as Exhibit A and incorporated herein by reference (“Intergovernmental Agreement”), is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Intergovernmental Agreement and subject to any modifications in form or substance as deemed necessary to effectuate the purposes of this Resolution or to protect the interests of the City.

Section 4. This Resolution shall be effective as of the date of its adoption.

ADOPTED this ____ day of November, 2020.

John Gates, Mayor

ATTEST:

City Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR JUDICIAL AND ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into by and between THE CITY OF FORT COLLINS, COLORADO (“Fort Collins”), THE CITY OF GREELEY, COLORADO (“Greeley”), and THE CITY OF LOVELAND, COLORADO (“Loveland”), and each and all also will be collectively referred to as the “Municipality” or the “Municipalities.”

WITNESSETH:

WHEREAS, pursuant to Section 29-1-203, C.R.S., governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the Municipal Courts of Cities and Towns are generally held and presided over by Municipal Judges employed by the Municipalities; and

WHEREAS, on occasion, the Municipal Judges may be prevented from sitting on the bench or presiding over a case by reason of personal conflict of interest, vacation, illness or other reason, and in some cases the Assistant Municipal Judge (also known as the temporary judge) may also be unavailable; and

WHEREAS, in order to provide cost-effective and efficient special judicial services to temporarily replace the services of the Municipal Judge in the event of a conflict of interest or other circumstance, the Municipalities desire to cooperatively exchange the services of their Municipal Judge with each other; and

WHEREAS, Section 1 of Article VII of the Fort Collins City Charter sets forth the requirements for the appointment of Municipal Judges, including temporary judges, and requires that the temporary judges be reputable and qualified attorneys; and

WHEREAS, Section 9-2 of the City of Loveland Charter sets forth the requirements for appointment of the Municipal Judge and deputy municipal judges, including that such judges shall be an attorney at law admitted to practice in Colorado; and

WHEREAS, Section 7-1 of the Charter of the City of Greeley sets forth the requirements for appointment of the Judge or Judges of the Municipal Court and states that in the Judge or Judges’ absence the Council shall designate an attorney to serve as Judge; and

WHEREAS, the City Councils of all three Municipalities have the authority to designate an attorney to serve as a deputy or temporary judge; and

WHEREAS, by Resolution 2020-___, the Fort Collins City Council recognized that the Loveland Municipal Judge, the Honorable Geri Joneson; the Loveland Deputy Municipal Judges

Marco Scalise, Courtenay Patterson, Carrie Clein; the Greeley Municipal Judge, the Honorable Mark Gonzales; and the Greeley Assistant Judges Diane Knutson, Keith Coleman, and Amy Penfold-Rutz are reputable and qualified attorneys; and

WHEREAS, by Resolution #R-__-2020, the Loveland City Council recognized that the Fort Collins Municipal Judge, the Honorable Jill Hueser; the Fort Collins Assistant Municipal Judge Michele Kline; the Greeley Municipal Judge, the Honorable Mark Gonzales; and the Greeley Assistant Judges Diane Knutson, Keith Coleman, and Amy Penfold-Rutz are attorneys at law licensed to practice in Colorado; and

WHEREAS, by Resolution __, 2020, the Greeley City Council recognized that the Fort Collins Municipal Judge, the Honorable Jill Hueser is an attorney qualified to serve as assistant judge in accordance with Section 2.08.050 of the Greeley Municipal Code; and

WHEREAS, the Fort Collins City Council authorized the Mayor of Fort Collins to execute an intergovernmental agreement between Fort Collins, Loveland, and Greeley for the purpose of appointing Judges Joneson, Scalise, Patterson, Clein, Gonzales, Knutson, Coleman, and Penfold-Rutz as temporary judges through October 31, 2022, with such language in an intergovernmental agreement as the Municipalities determine is appropriate to provide for the exchange of judicial services when needed; and

WHEREAS, the Loveland City Council has authorized the Mayor of Loveland to execute an intergovernmental agreement between Loveland, Fort Collins, and Greeley for the purpose of appointing Judges Hueser, Kline, Gonzales, Knutson, Coleman, and Penfold-Rutz as deputy judges through October 31, 2022, with such language in an intergovernmental agreement as the Municipalities determine is appropriate to provide for the exchange of judicial services when needed; and

WHEREAS, the Greeley City Council has authorized the Mayor of Greeley to execute an intergovernmental agreement between Loveland, Fort Collins, and Greeley for the purpose of appointing Judge Hueser as an assistant judge through October 31, 2022, with such language in an intergovernmental agreement as the Municipalities determine is appropriate to provide for the exchange of judicial services when needed; and

WHEREAS, the Municipalities' City Councils have determined it would be in the best interests of their respective Municipalities to enter into an Intergovernmental Agreement to authorize the exchange of such judicial services under appropriate circumstances and to establish the terms and conditions upon which such exchange of services should occur.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Exchange of Judicial Services. If the presiding Municipal Judge of Fort Collins, Loveland, or Greeley, in his or her discretion, determines that a conflict of interest exists, or that any assistant or backup judges are unavailable to perform the normal duties of such judge's position, the lead presiding Municipal Judge ("the Requesting Municipal Judge") shall determine whether it would be appropriate to exchange judicial services under this Agreement. In making such determination, the Requesting Municipal Judge shall consider the unique circumstances which give rise to the need for a secondary assistant or backup Municipal Judge as well as any other factors which the Requesting Municipal Judge may consider to be relevant. If the City Council or the Municipal Judge for a Municipality determines that an exchange of judicial services would be appropriate under this Agreement, the Requesting Municipal Judge shall notify the Municipal Judge for the other Municipality, ("the Responding Municipal Judge") and request that such judge provide such services.

Upon receipt of such request, the Responding Municipal Judge shall determine whether such services may be provided without unduly interfering with the Responding Municipality's ability to perform the normal duties of its own court. The Responding Municipal Judge shall notify the Requesting Municipal Judge within three (3) working days as to whether the request for judicial services can be accommodated. If so, the Responding Municipal Judge will provide such services. If no response is received from the Responding Municipal Judge within three (3) working days, the request shall be deemed denied.

2. Pursuant to Fort Collins City Council Resolution 2020-__, the Loveland City Council Resolution #R-__-2020, Greeley City Council Resolution __, 2020, the following Municipal Judges are authorized to appear in the Municipal Court of Fort Collins, Loveland, or Greeley, respectively:

Fort Collins

Geri Joneson
Marco Scalise
Courtenay Patterson
Carrie Clein
Mark Gonzales
Diane Knutson
Keith Coleman
Amy Penfold-Rutz

Loveland

Jill Hueser
Michele Kline
Mark Gonzales
Diane Knutson
Keith Coleman
Amy Penfold-Rutz

Greeley

Jill Hueser

3. Reimbursement of Costs. The party for whom judicial services are rendered under this Agreement ("the Requesting Municipality") shall provide a replacement judge for judicial services for the other party ("the Responding Municipality") if requested by the Responding Municipality and shall reimburse the Responding Municipality for all out-of-pocket expenses incurred in rendering the requested judicial services. Such expenses shall include, without limitation, cost of reproducing documents, mileage, and long distance telephone calls, and shall

exclude any reimbursement for compensation paid by the Responding Municipality to its Municipal Judge, its Temporary or Assistant or Deputy Judge, or to its support staff. Payment of such expenses shall be made within thirty (30) days of the date of receipt of any billing therefor. The Requesting Municipality shall endeavor to limit the costs to the Responding Municipality by providing staff support as needed, copies of documents and the use of equipment such as telephones or computers.

3. Employment Status. Throughout the delivery of the requested secondary judicial services, the Responding Municipal Judge and/or such judge's personnel shall discharge the responsibilities of the Requesting Municipality in accordance with the Requesting Municipality's Charter and Code and other laws applicable to Requesting Municipality but shall continue to be employed solely by the Responding Municipality, and the delivery of such judicial services for the Requesting Municipality by the Responding Municipal Judge and/or his or her personnel shall be considered to be within the scope of the performance of the Responding Municipal Judge's duties for and employment by the Responding Municipality.

4. Workers' Compensation Insurance and Other Benefits. If the Responding Municipal Judge or other personnel of the Responding Municipality is injured, disabled or dies while providing services to the Requesting Municipality under this Agreement, said individual shall remain covered by, and eligible for, the workers compensation and other benefits to which said individual would otherwise be entitled if the injury, disability or death had occurred while acting solely as an employee of the Responding Municipality and not providing services to the Requesting Municipality under this Agreement. Nothing herein shall be deemed to create an employment relationship between the Requesting Municipality and the Responding Municipal Judge.

5. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. In addition, the Municipalities acknowledge that there are legal constraints imposed upon them by the constitutions, statutes, rules and regulations of the State of Colorado and of the United States, and by their respective charters and codes and that, subject to such constraints, the Municipalities intend to carry out the terms and conditions of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Venue for any judicial proceeding concerning this Agreement shall only be in the District Court for Larimer County, Colorado.

6. Liability and Governmental Immunity. Each party is responsible for its own negligence and that of its officers, employees and agents. However, the parties agree that all liabilities, claims and demands shall be subject to any notice requirements, defenses, immunities or limitations to liability under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) and to any other defenses, immunities or limitations to liability available to the Requesting Municipality under state and federal law.

7. Obligations Subject to Appropriation. The financial obligations of the parties under this Agreement in subsequent fiscal years are subject to the appropriation of funds sufficient and intended for such purposes by each party's City Council in its discretion.

8. Term. The term of this Agreement shall continue through October 31, 2022. Any party may withdraw from this Agreement at any time by giving written notice of termination to the each of the other parties not less than thirty (30) days prior to the date of withdrawal.

IN WITNESS WHEREOF, the Municipalities have executed this Agreement the day and year first above written.

[Signature pages follow.]

CITY OF FORT COLLINS, COLORADO
a municipal corporation

Date: _____

By: _____
Wade Troxell, Mayor

ATTEST:

City Clerk

(Print name)

APPROVED AS TO FORM:

Ingrid Decker, Senior Assistant City Attorney

CITY OF LOVELAND, COLORADO

Date: _____

By: _____
Jacki Marsh, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

CITY OF GREELEY, COLORADO

Date: _____

By: _____
John Gates, Mayor

ATTEST:

City Clerk

Approved as to Substance:

Roy Otto
City Manager

Approved as to Availability of Funds:

John Karner
Finance Director

APPROVED AS TO LEGAL FORM:

Doug Marek
City Attorney

Council Agenda Summary

October 20, 2020

Agenda Item Number 16

Key Staff Contact: Mark Jones, Police Chief, 970-350-9665

Title:

Consideration of a resolution authorizing the City of Greeley to enter into a Grant Agreement between the City of Greeley and the State of Colorado, Division of Local Affairs, regarding receipt of grant funding provided by the Peace Officers Mental Health Support Grant Program

Summary:

The Peace Officers Mental Health Support grant program within the Department of Local Affairs (DOLA) is available for law enforcement agencies to provide funds for the purpose of helping agencies provide mental health service to peace officers. This would include counseling services to peace officers, additional services to our peer support program and on-scene response services to support peace officers handling of persons with mental health disorders.

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?	Yes
If yes, does this grant require a match?	No
Is this grant onetime or ongoing?	Onetime
Additional Comments:	

Legal Issues:

None

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2020

A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO ENTER INTO A GRANT AGREEMENT BETWEEN THE CITY OF GREELEY AND THE STATE OF COLORADO, DIVISION OF LOCAL AFFAIRS, REGARDING RECEIPT OF GRANT FUNDING PROVIDED BY THE PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM

WHEREAS, the City of Greeley's Police Department ("City") and the State of Colorado, Department of Local Affairs, desire to enter into a Grantor Agreement regarding funds from the Peace Officers Mental Health Support Grant Program; and

WHEREAS, the grant funds shall be used for the cost of personnel, training, and supplies; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley to apply for this grant funding.

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

1. The City Council hereby approved submission of a grant opportunity provided by the Colorado Department of Local Affairs.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

Council Agenda Summary

October 20, 2020

Agenda Item Number 17

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Title:

Introduction and first reading of an ordinance adopting amendments to the Greeley Municipal Code, Appendix 18-B and Table 18.42-1 of Section 18.30.070, adding short-term rentals as an allowed land use

Summary:

Short-term rentals are a new type of land use that is undefined in the Development Code. Known by such business names as Airbnb and VRBO, this land use differs from traditional temporary lodging types that are defined as hotels, motels, and bed and breakfasts.

Council considered an ordinance for a broad set of potential regulations concerning short-term rentals on August 25, 2020, but decided not to adopt it. From the discussion, Council was clear in not wanting an overly complex regulation ordinance. In addition, it is clear that Council supports the operation of these businesses.

In subsequent communication to Council, the City Manager indicated the challenge with the current situation is that these businesses are not allowed by the Development Code, and if we received a complaint we would have to initiate enforcement action to shut the business down. As such staff, working with the City Attorney's Office, has drafted the attached simple ordinance to allow this use and resolve this situation.

Short-term rental businesses will be licensed using the existing business license program. The current code has been reviewed with Finance and the City Attorney's Office and has been determined to allow collection of the appropriate taxes to assure fairness with other hotel operations in town.

Because this is a modification of an earlier Ordinance considered by Council, it did not need reconsideration by Planning Commission.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	On-going collection of lodging tax
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	N/A

If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Strategic Housing Plan.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for November 17, 2020.

Attachments:

Ordinance, with Exhibit A (proposed code)

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2020

AN ORDINANCE ADOPTING AMENDMENTS TO THE GREELEY MUNICIPAL CODE, APPENDIX 18-B AND TABLE 18.42-1 OF SECTION 18.30.070, ADDING SHORT-TERM RENTALS AS AN ALLOWED LAND USE

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

WHEREAS, it becomes necessary to update the Greeley Municipal Code from time to time to adopt zoning codes and development standards that continue to align with public values and Council priorities; and,

WHEREAS, short-term rentals are an emerging land use that has become popular as a way to offer homes as lodging for visitors; and,

WHEREAS, amending the Development Code to define this new land use will clearly permit it as an allowed use.

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

Section 1. Portions of the Greeley Municipal Code Chapter 18 regarding short-term rentals are hereby amended as described in Exhibit A, attached hereto.

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

EXHIBIT A

Proposed Code Updates Regarding Short-Term Rentals

Unaltered text denotes code language that is proposed to remain unchanged.

Underlined text denotes code language that is proposed to be added.

~~Stricken~~ text denotes code language that is proposed for deletion.

Appendix 18-B – Definitions

Short-term rental shall mean the rental of a dwelling unit, or portion thereof, for less than one (1) month.

18.30.070 - Table of Principal Land Uses.

TABLE OF PRINCIPAL LAND USES

Uses/ Districts	R-L, R-E	R-MH	R-M	R-H	C-L	C-H	I-L	I-M	I-H	H-A	C-D	PUD
lodging:												
- bed and breakfast	--	--	--	D	D	D	D	--	--	--	--	*
- hotels, motels	--	--	--	--	--	P	P	--	--	--	--	*
<u>-short-term rental</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>--</u>	<u>--</u>	<u>P</u>	<u>--</u>	<u>P</u>

Council Agenda Summary

October 20, 2020

Agenda Item Number 18

Title

Pulled Consent Agenda Items

Council Agenda Summary

October 20, 2020

Agenda Item Number 19

Key Staff Contact: Robert Miller, Interim Finance Director, 350-9735

Title:

Public hearing and final reading of an ordinance adopting the Budget for 2021

Summary:

This ordinance authorizes the appropriations for the fiscal year 2021 (January 1, 2021 through December 31, 2021).

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$ 413,969,716
What is the annual impact?	None
What fund of the City will provide Funding?	All Funds
What is the source of revenue within the fund?	All Sources
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	Onetime & Ongoing
Additional Comments:	

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Other Issues and Considerations:

Based upon input from the public hearing, the budget ordinance can be amended prior to final adoption.

Applicable Council Priority and Goal:

Applies to All Priorities and Goals

Decision Options:

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

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance
2021 Budget at a Glance
PowerPoint Presentation

THE CITY OF GREELEY
ORDINANCE NO. _____, 2020

AN ORDINANCE ADOPTING THE BUDGET FOR 2021 AND MAKING APPROPRIATIONS FOR 2021.

WHEREAS, by virtue of the provisions contained in the Greeley Charter Sections 3-15 and 5-15 of the City of Greeley, Colorado, the City Council is required to adopt each annual budget and make the necessary appropriations by Ordinance; and

WHEREAS, the City Manager has submitted to the City Council the proposed budget in accordance with Section 5-12 of the Greeley Charter; and

WHEREAS, the City Council of Greeley, Colorado, on October 20, 2020, held a public hearing in accordance with Section 5-13 of the Greeley Charter on said proposed budget, after first giving proper notice of said public hearing.

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

Section 1. There is hereby adopted and approved for fiscal 2021 (January 1, 2021 to December 31, 2021) an annual budget, which consists of a document designated as such and a tax levy of 11.274 mills.

Section 2. The annual budget for the year 2021, as adopted and approved, shall be on file in the City Clerk's office for public inspection during office hours of such office for the entire year of 2021:

Section 3. There are hereby appropriated from the General Fund for fiscal year 2021 the following amounts:

Fund Description	Amount	Transfers	Total
General (001)	101,469,977	8,276,946	109,746,923

Section 4. There are hereby appropriated from the Special Revenue Funds for fiscal year 2021 the following amounts:

Fund Description	Amount	Transfers	Total
Convention & Visitors (102)	152,250	569,700	721,950
Community Development (103)	841,549	-	841,549
Streets & Roads (104)	10,693,645	-	10,693,645
Conservation Trust (105)	2,250	962,719	964,969
Sales & Use Tax (106)	-	79,450,782	79,450,782
Designated Revenue (108)	224,916	2,821,728	3,046,644
Conference Center Development (110)	728,000	-	728,000
Downtown Development Authority TIF (111)	325,000	210,000	535,000
Museum (602)	250	-	250
Senior Citizen (604)	50	-	50
Senior Center Clubs (606)	21,675	-	21,675
Community Memorials (607)	1,095	-	1,095

Section 5. There are hereby appropriated from the Debt Service Funds for fiscal year 2021 the following amounts:

Fund Description	Amount	Transfers	Total
General Debt Service (200)	6,618,316	-	6,618,316

Section 6. There are hereby appropriated from the Capital Projects Funds for fiscal year 2021 the following amounts:

Fund Description	Amount	Transfers	Total
Public Improvement (301)	375,000	-	375,000
Public Art (303)	251,087	-	251,087
Food Tax (304)	5,506,888	2,700,000	8,206,888
Softball Improvement (305)	175	-	175
Fire Equip & Acquisition Replacement (306)	1,308,083	205,611	1,513,694
Fire Protection Development (307)	2,600	-	2,600
Police Development (308)	260,950	-	260,950
Island Grove Development (309)	95,175	-	95,175
Transportation Development (312)	8,845,613	34,970	8,880,583
Park Development (314)	500	2,186,643	2,187,143
Trails Development (316)	207,000	2,000	209,000
Quality of Life/Imagine Greeley (318)	3,692,142	954,168	4,646,310
FASTER (320)	600,700	-	600,700
Keep Greeley Moving (321)	10,237,018	3,600,000	13,837,018
2016 City Center (322)	5,000	-	5,000

Section 7. There are hereby appropriated from the Permanent Funds for fiscal year 2021 the following amounts:

Fund Description	Amount	Transfers	Total
Cemetery Endowment (601)	1,000	46,536	47,536
Petriken Memorial (603)	10	-	10
Memorials (605)	700	-	700

Section 8. There are hereby appropriated from the Enterprise Funds for fiscal year 2021 the following amounts:

Fund Description	Amount	Transfers	Total
Sewer (401)	6,943,892	682,154	7,626,046
Sewer Construction (402)	883,270	138,474	1,021,744
Sewer Capital Replacement (403)	41,755,276	-	41,755,276
Water (404)	19,188,373	2,306,273	21,494,646
Water Construction (405)	5,647,500	168,037	5,815,537
Water Capital Replacement (406)	18,178,612	49,510	18,228,122
Water Rights Acquisition (407)	9,430,733	-	9,430,733
Cemetery (408)	640,662	-	640,662
Municipal Golf Courses (409)	1,900,783	3,000	1,903,783
Downtown Parking (410)	331,620	-	331,620
Stormwater (411)	2,562,527	272,605	2,835,132
Stormwater Construction (412)	973,529	278,502	1,252,031
Stormwater Replacement (413)	1,791,246	-	1,791,246
Sewer Debt Service (420)	1,375,244	-	1,375,244
Water Debt Service (421)	10,886,381	-	10,886,381
Stormwater Debt Service (422)	548,550	-	548,550

Section 9. There are hereby appropriated from the Internal Service Funds for fiscal year 2021 the following amounts:

Fund Description	Amount	Transfers	Total
Equipment Maintenance (502)	2,893,597	-	2,893,597
Information Technology (503)	6,114,474	-	6,114,474
Health (504)	16,551,575	-	16,551,575
Workers' Compensation (505)	1,722,799	-	1,722,799
Communications (506)	204,200	-	204,200
Liability (507)	2,670,904	-	2,670,904
Fleet Replacement (512)	1,804,228	-	1,804,228
Information Technology Acquisition (513)	80,769	500,000	580,769

Section 10. The appropriation made by this ordinance includes \$307,549,358 for expenditures and \$106,420,358 for transfers resulting in a total of \$413,969,716.

Section 11. The City Council finds that all appropriations from the Public Art Reserve Accounts within the Water, Sewer, and Stormwater Utilities Enterprise Funds for the Public Art Program do provide a betterment to those utilities, and the City Council further determines that the acquisition and lease of works of art, and maintenance, repair, and display of works of art, supports specific utility purposes beneficial to the ratepayers of such utilities.

Section 12. This ordinance shall become effective five (5) days after its final publication as provided in Sections 3-16 and 3-17 of the Greeley Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

BY _____

Mayor



BUDGET AT A GLANCE

2021

**\$4.5
Million**

Supplemental
Requests

964.25

Full Time Employees

Revenues

\$283.4
Million

Expenditures

\$266.8
Million

Transfers

\$119.5
Million

2019 Actuals

\$271.3
Million

\$470.4
Million

\$119.9
Million

2020 Revised Budget

**\$332.0
Million**

**\$307.5
Million**

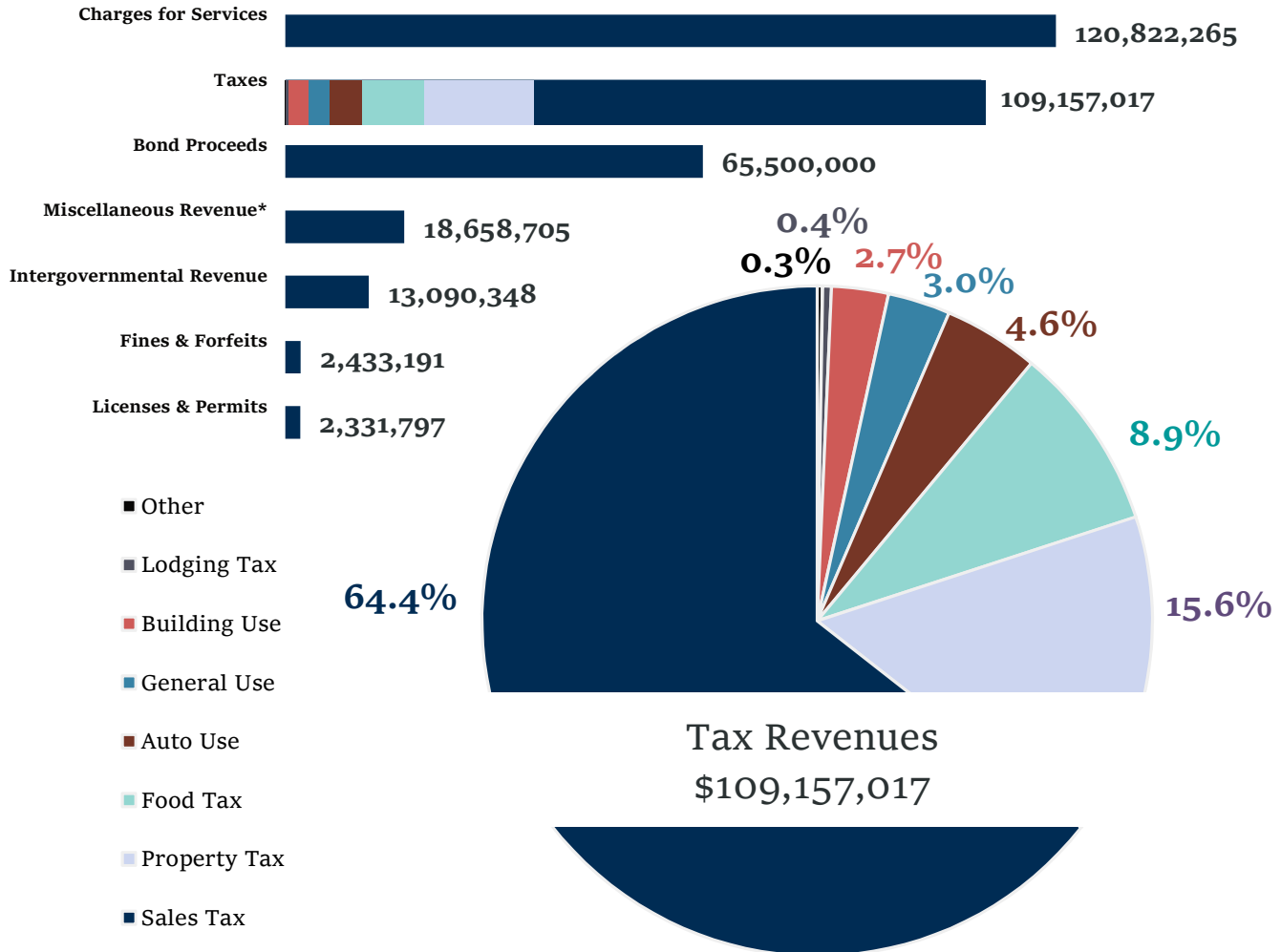
**\$106.4
Million**

2021 Proposed Budget

• RESOURCES •

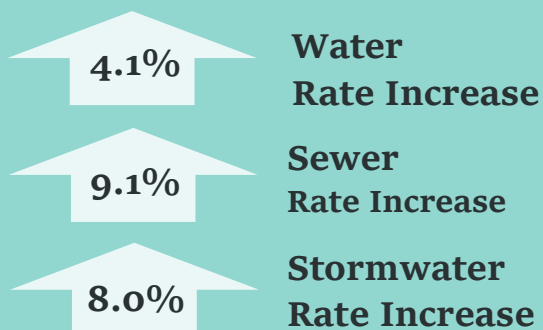
Total Resources:
\$331,993,323
 Excludes Transfers

Projected 2021 Resources (Excluding Transfers)



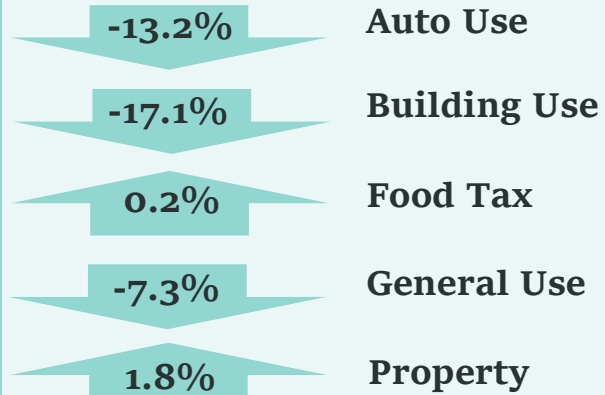
* Miscellaneous: Checking/Investments/Loan Interest, Loan Principal, Rents From Land/Equipment/Facilities, Royalties, Depreciation, Photocopies, Lien Fees, Refund Of Expenditures, Purchasing Card Rebate, Private Contribution, Sales Of Fixed/City Assets, Insurance Recoveries, and Damages Recovered.

Consumer Utility Rate Increases



Budget % Change

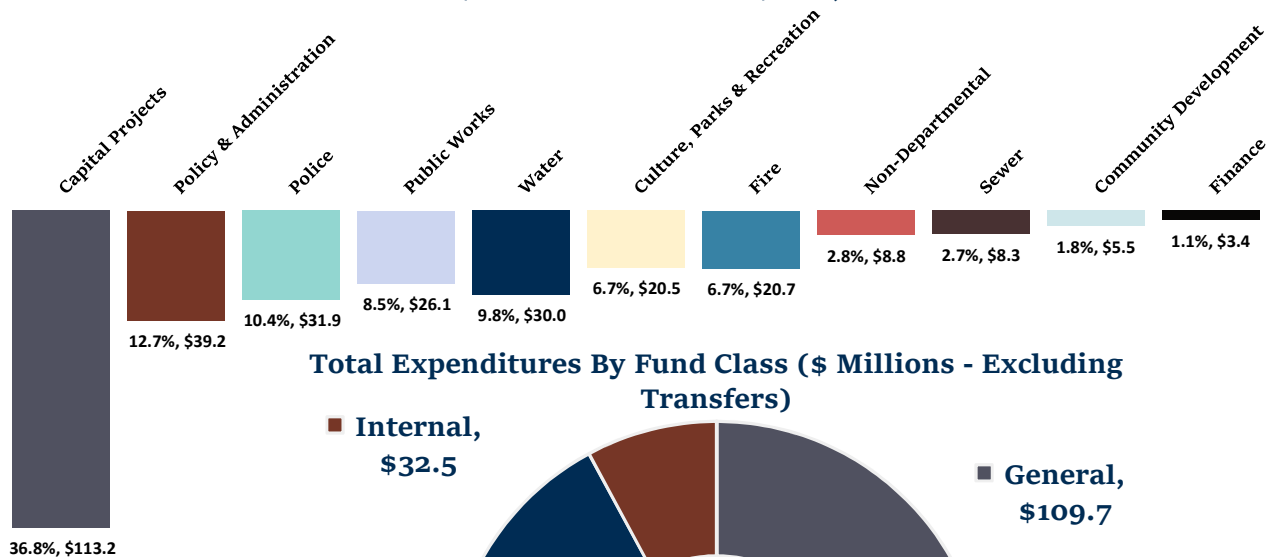
From 2020 End of Year Budget Estimates



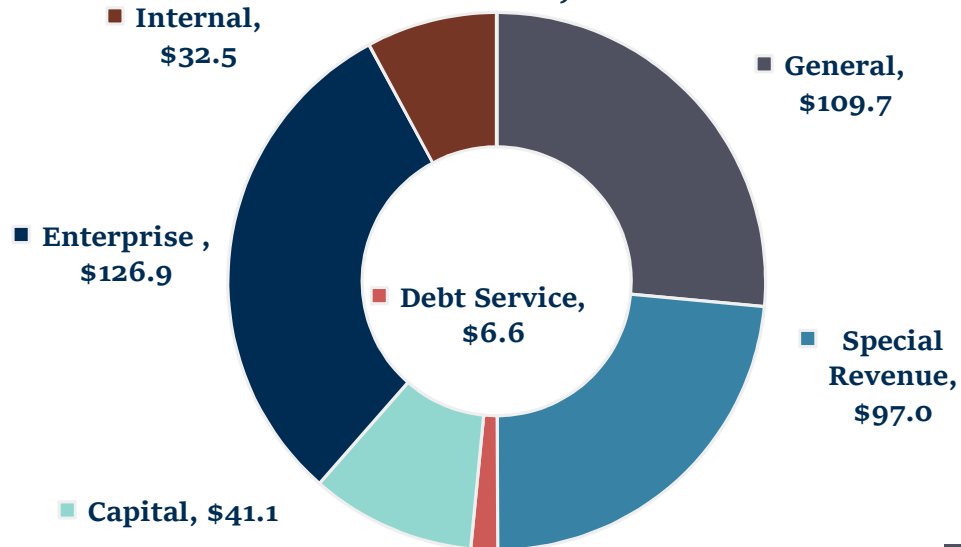
Total Expenditures:
\$307,549,358
 Excludes Transfers

• EXPENDITURES •

2021 EXPENDITURES BY DEPARTMENT (EXCLUDING TRANSFERS) - %, \$MILLIONS



Total Expenditures By Fund Class (\$ Millions - Excluding Transfers)



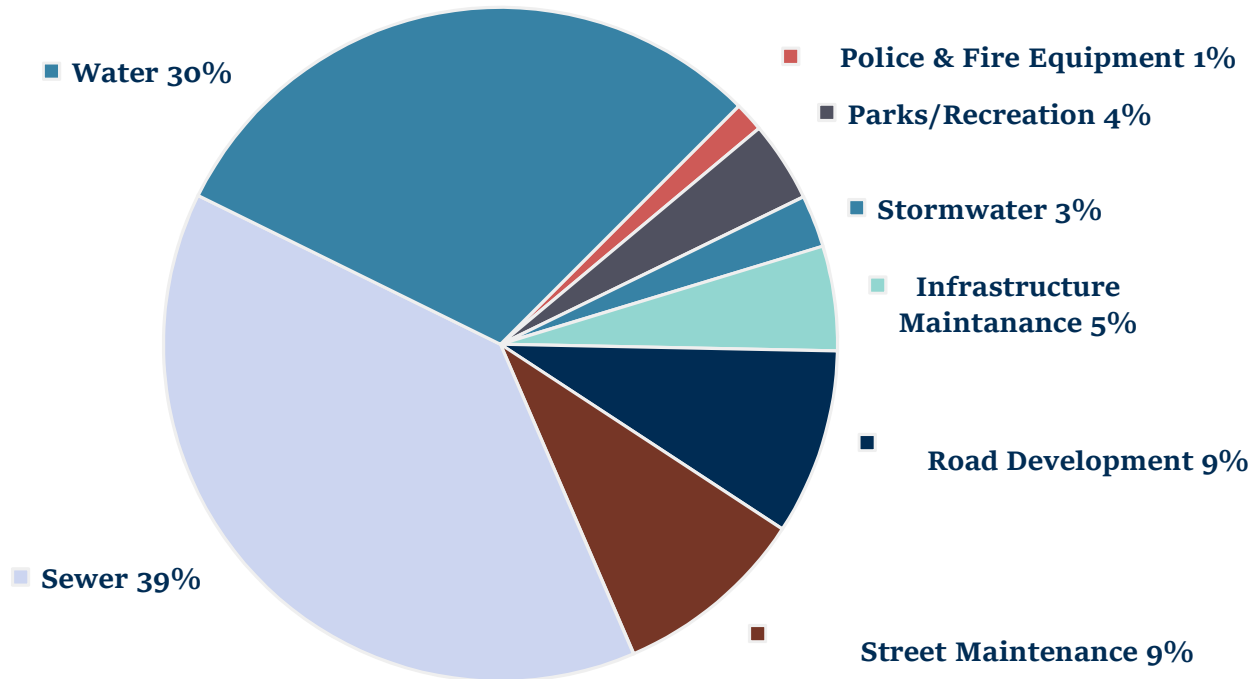
Allocation of Tax Resources

General Operating (3%, Property Tax, & Other Taxes)	71.0%	\$ 77,538,231
Keep Greeley Moving (.65% Streets)	11.2%	12,185,069
Capital Maintenance Program (3% Food Tax)	7.7%	8,450,626
Quality of Life/Imagine Greeley Capital Projects (.30%)	6.3%	6,853,334
Public Safety (.16% Fire & Police)	3.3%	3,655,111
Image Campaign (Greeley Unexpected, 3% Lodging)	0.4%	474,646
TOTAL	100.0%	\$ 109,157,017

*Policy & Administration Includes: City Attorney, City Clerk, City Manager, Communication Services, Economic Health & Housing, Human Resources, Information Technology, and Municipal Court.

CAPITAL IMPROVEMENT PROJECTS

**Total 2021 Capital
Improvement
Expenditures:**
\$110,048,097
Excludes Transfers



PROJECTS

Exceeding \$5 Million (excluding transfers)



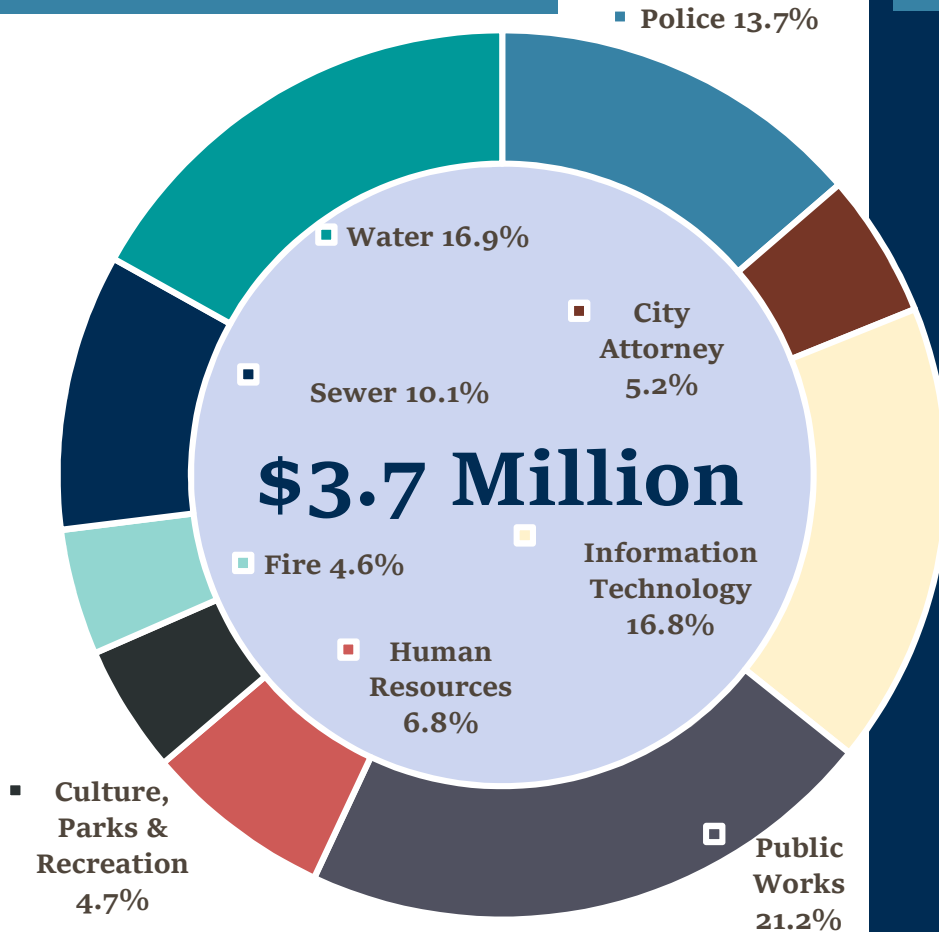
• Total Additions •

Ongoing Supplementals

One Time Requests

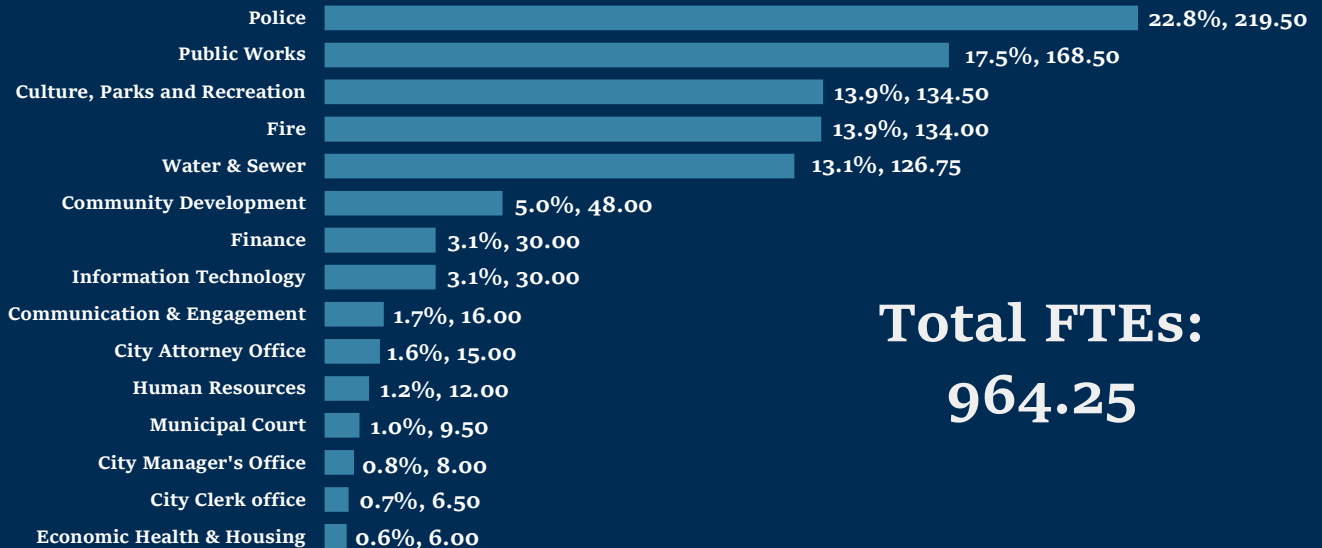
\$835,000

- University of Northern Colorado: 16th Street (\$400,000)
- Culture, Parks & Recreation Assessment (\$200,000)
- Organizational Staffing Review & Assessment (\$140,000)
- Water Conservation Van (\$45,000)
- Finance Internal Controls Assessment (\$50,000)



Full-Time Equivalent (FTE) Distribution

Total FTEs: 964.25



**Total FTEs:
964.25**

2021

BUDGET AT A GLANCE



COUNCIL MEMBERS

MAYOR • JOHN GATES

WARD I • TOMMY BUTLER

WARD II • BRETT PAYTON

WARD III • MICHAEL FITZSIMMONS

WARD IV • DALE HALL

AT LARGE • KRISTIN ZASADA

AT LARGE • ED CLARK

Date Presentation

August 21	Proposed 2021-2025 Capital Improvement Plan Presentations & Document Distributed to Council
August 25	Presentation of Revenue Assumptions to City Council & Budget Overview
August 25	Capital Improvement Plan: Capital Funds (300's), Water, Sewer, & Stormwater
September 4	Proposed 2021 Budget Document Distributed to Council
September 8	Proposed 2021 Budget Presentations to Council
September 22	Proposed 2021 Budget Presentations to Council, Continued
October 6	Public Hearing, First Reading of 2021 Budget Ordinance
October 13	Additional Time to Review Requests
October 20	Public Hearing and Final Adoption of the 2021 Budget & Mil Levy

ADDITIONAL BUDGET DOCUMENTATION AVAILABLE:

GREELEYGOV.COM/GOVERNMENT/FINANCE/BUDGET

- **BIENNIAL/ANNUAL BUDGET BOOKS**
- **CAPITAL IMPROVEMENT PLANS**
- **FEE DIRECTORY**
- **REVENUE ESTIMATES**
- **REVENUE MANUALS**

For more information, please contact:

Robert Miller
• Interim Finance Director •
• 970-350-9735 •
• robert.miller@greeleygov.com •

Benjamin Alexander
• Interim Budget Manager •
• 970-336-4086 •
• benjamin.alexander@greeleygov.com •

Brandon Garza
• Financial Analyst •
• 970-350-9769 •
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October 20th, 2020

Robert Miller | Interim Finance Director

2021 Budget Public Hearing

2021 Budget Schedule

Date	Presentation
August 21	Proposed 2021-2025 Capital Improvement Plan Presentations & Document Distributed to Council
August 25	Presentation of Revenue Assumptions to City Council & Budget Overview
August 25	Capital Improvement Plan: Capital Funds (300s), Water, Sewer, & Stormwater
September 4	Proposed 2021 Budget Document Distributed to Council
September 8	Proposed 2021 Budget Presentations to Council
September 22	Proposed 2021 Budget Presentations to Council, Continued
October 6	Public Hearing, First Reading of 2021 Budget Ordinance
October 13	Additional Time to Review Requests – If Necessary
October 20	Public Hearing and Final Adoption of the 2021 Budget & Mil Levy

Public Hearing

- Council Priorities
- 3 R's
- 2021 Resources
- 2021 Expenditures
 - Summary
 - By Department
 - Reductions & Investments
- Capital Projects
- Utility Rate Changes
- Reserves

City Council Priorities



Greeley Water: History, Heritage, Innovation

Leadership in Educational Excellence

A Dynamic and Resilient Economy

Your Home is Here

Greeley on the Move: Ample, Easy, Connected

We are Greeley Proud

We are One

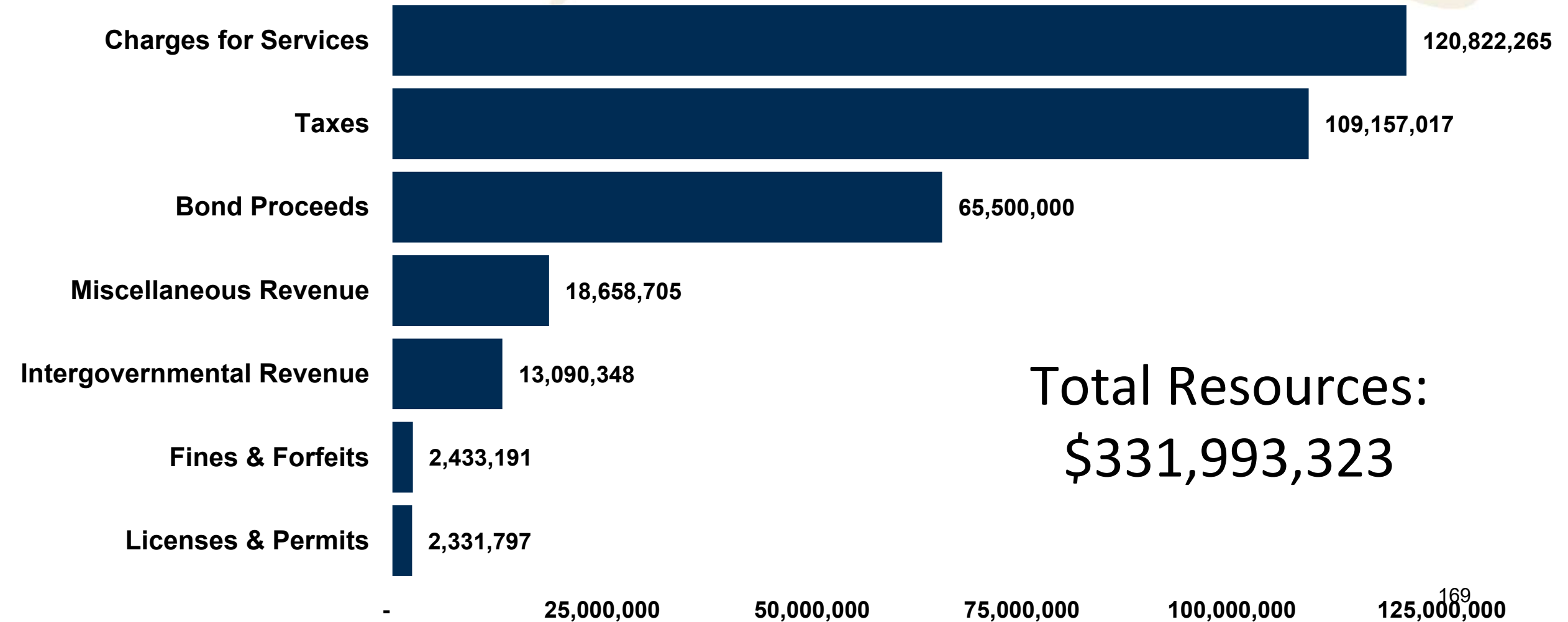
Operational Excellence

Developing the 2021 Budget (3 R's)

- Developed Options (**Responsive**)
 - Scenarios A, B, C for 5 years
 - Forecast by Each Revenue Stream
- Created an Initial 2021 Budget (**Responsible**)
 - Desired Services
 - Strategic Planning
- Ability to Modify after Adoption (**Resilient**)
 - Adapt to Current Information & Situations
 - Apply Levers or Service Levels
 - Move Up or Down – Resources & Expenditures
 - Ability to Invest in the Future
 - Reserves Available

2021 Resources

(Excluding Transfers)



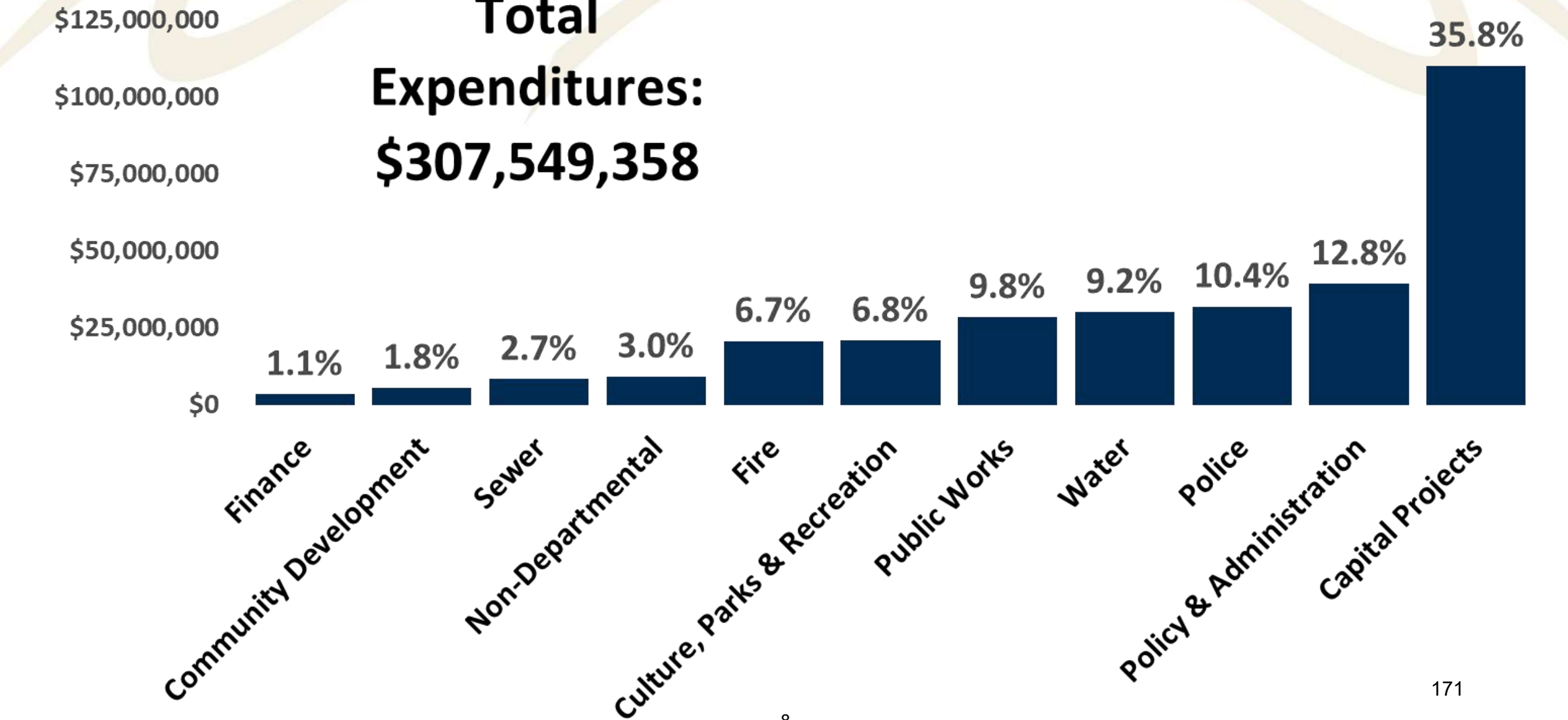
2021 Budget

Expenditures:	\$ 307,549,358
<u>Transfers Between Funds:</u>	<u>106,420,358</u>
Total Appropriation:	\$ 413,969,716

2021 Expenditures By Department

(Excluding Transfers)

**Total
Expenditures:
\$307,549,358**



Operational and Position Savings/Reductions		2021
Culture, Parks and Recreation: Service Reductions - 6.5 FTEs		
• Union Colony Civic Center – Open Fall, 2021	692,144	
• Family FunPlex, Ice Haus & Rodarte Center, Greeley Recreation Center – Reduced Hours	691,847	
• Greeley Museums: Centennial Village – Open Spring, 2021; White-Plumb Farm – Closed; Remaining Facilities – Reduced Hours	300,096	
• Active Adult Center – Opening March, 2021	168,051	
• Additional Savings/Reductions (Reduced Seasonal Hours, Island Grove, & Culture)	98,561	
• TOTAL Culture, Parks & Recreation		\$1,950,699
Public Works: 2 FTEs		205,406
Economic Health & Housing: Agency Contracts - 1 FTE		198,453
City Manager's Office: Programs		158,000
Municipal Court: 1 FTE		80,059
Community Development: 1 FTE		62,751
Human Resources: Worker's Compensation Contract		30,000
Finance: 0.5 FTE		25,000
Total		\$2,710,368

Investments

Strategic Initiatives/Investments	2021
Assessments & Positions: CPRD, PW, HR, Finance	\$1,384,890
Water & Sewer: Operations, Assessment, Positions, Maintenance, Vehicle	1,171,184
Police: Liability Insurance, Attorney, Contract Services	691,749
Information Technology: Office 365, Remote Environment Enhancements	615,243
Project Design: University of Northern Colorado, 16 th Street	400,000
Fire: Lexipol, Office of Emergency Management	167,725
Culture, Parks & Recreation: Emerald Ash Borer Management	60,150
Total	\$4,490,941

2021 Major Capital Fund Highlights

(Excluding Transfers)

Description	2021
Sewer Capital Replacement	\$4 1,755,276
Water Capital Replacement	18,228,122
Keep Greeley Moving	13,837,018
Water Rights Acquisition	9,430,733
Transportation Development	8,880,583
Food Tax	8,206,888
Water Construction	5,815,537
Quality of Life	4,646,310
Stormwater Replacement	1,791,246
Fire Equip & Acquisition Replacement	1,513,694
Stormwater Construction	1,252,031
Sewer Construction	1,021,744

2021 Capital Project Highlights

Projects Greater than \$2.0 Million (excluding transfers)

Project	Fund	2021
Nitrification Project Phase 2	Sewer Capital Replacement	\$ 33,987,000
Future Water Acquisition - Phase II	Water Rights Acquisition	8,979,000
35th Avenue Road Widening: 4th Street to "F" St.	Transportation Development	7,458,413
Overlay & Striping	Keep Greeley Moving	5,589,818
Water and Sewer Facilities Program	Water Capital Replacement	4,951,000
WTRF Primary Treatment Phase 2	Sewer Capital Replacement	2,660,000
Transmission System Rehabilitation	Water Capital Replacement	2,550,000
Centennial Park Improvements	Quality of Life/Imagine Greeley	2,200,000
Terry Ranch Water Development	Water Construction	2,000,000

2021 Utility Rate Changes

2021 Monthly Average
Single Family Utility Bill



\$0.76 Stormwater

\$1.93 Sewer

\$2.69 Water

\$5.38 Overall

Available General Fund Reserves

Overall Contingency Resources		
Carryover Funds from 2020 in General Fund	\$	9,720,456
Other Resources		17,698,698
Required 2 Month Reserves in General Fund		18,180,082
Total Contingency Resources	\$	45,599,236

2021 Budget Summary

- Meets Charter Requirements
- Recommends Additional Expenditures
- Recommends Utility Rate Increases
- Reserves are Available for Unexpected Changes



2021 Budget Public Hearing

10/20/2020

Council Agenda Summary

October 20, 2020

Agenda Item Number 20

Key Staff Contact: Maria E. Gonzalez Estevez, Human Resources Director, 970-888-1857

Title:

Public hearing and final reading of an ordinance adopting the General and Seasonal/Hourly Employee Pay Plans for 2021

Summary:

This ordinance, which authorizes the pay plans for general and seasonal/hourly employees for the Fiscal Year 2021 (FY 2021 - January 1, 2021 through December 31, 2021), does not include any adjustments to the pay ranges for the 2021 pay plan. This is reflective of the proposed FY 2021 budget that includes a wage freeze for the year other than those based on contractual commitments.

For FY 2021, the minimum pay level for seasonal and hourly positions has been increased to the new statutory minimum wage in Colorado of \$12.32 (increase of 2.6% from \$12.00 per hour in 2020).

As a component of the pay plans moving forward, it is important to note that the Human Resources Department is finalizing a Request For Proposal process to secure a third party vendor to conduct a deep analysis, market competitiveness benchmarking and subsequent recommendations regarding the City of Greeley's compensation plan. It is anticipated to be completed in time to potentially influence the fiscal year 2022 compensation plan. This ordinance was introduced at the October 6, 2020 Council 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?	\$24,731.20 per year
What is the annual impact?	
What fund of the City will provide Funding?	As allocated in budget ordinance
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 which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Decision Options:

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

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance
Pay Plan

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____ 2020

AN ORDINANCE ADOPTING THE GENERAL AND SEASONAL/HOURLY EMPLOYEE PAY PLANS FOR 2021.

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

WHEREAS, City Council's previously adopted compensation philosophy was to:

- Balance labor needs with the City's ability to pay.
- Be responsive to City priorities and individual department needs, while maintaining fairness and consistency.
- Place pay range control points at the average of the survey market.
- Give core public safety positions high priority.
- Make exceptions as necessary such as:
 - When recruiting or retaining the desired level of talent in certain jobs is a sustained problem;
 - To address anomalies in alignment and other inconsistencies.

WHEREAS, the City of Greeley is interested in positioning the organization as an employer of choice in a very competitive employment market for retaining and recruiting the best and brightest employees. It has become apparent that salaries paid should be at the midpoint of the pay ranges to reflect the average market value of salaries, and

WHEREAS, the retention and recruitment of key leadership and professional positions is critical to ensuring that our organization can assist City Council with strategic visioning aspired to in the Imagine Greeley Comprehensive Master Plan and develop implementation plans to deliver services with operational excellence on behalf of the citizens of Greeley, Colorado in a growing and dynamic environment, and

WHEREAS, City Council wishes to amend the compensation philosophy to reflect changing economic and labor conditions as follows:

- Provide market competitive compensation to employees.
- Balance labor needs with the City's ability to pay (maintain fiscal responsibility).
- Be responsive to City priorities and individual department needs, while maintaining internal fairness and consistency.
- Place positions in pay ranges where midpoint of the range represents experienced market value for position.
- Give core public safety positions high priority.
- Give core leadership and key positions high priority.

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

Section 1. The increase of the minimum wage is hereby adopted.

Section 2. The ordinance shall become effective January 1, 2021.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

BY: _____
City Clerk

BY: _____
Mayor



2021 City of Greeley Pay Plan

ADMINISTRATIVE

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
AS10			\$30,105.85	\$32,363.79	\$34,621.72	\$36,879.66	\$39,137.60
			\$14.47	\$15.56	\$16.65	\$17.73	\$18.82
	1475 CLERICAL ASSISTANT	Non-Exempt					
	1458 CUSTOMER SVC REP	Non-Exempt					
AS20			\$33,724.08	\$36,253.38	\$38,782.69	\$41,311.99	\$43,841.30
			\$16.21	\$17.43	\$18.65	\$19.86	\$21.08
	1450 ACCOUNTING CLERK I	Non-Exempt					
	1444 ADMIN SPECIALIST I	Non-Exempt					
	1471 DATA PROCESSING CLERK	Non-Exempt					
	1453 FINANCE SERVICE SPC I	Non-Exempt					
	1320 LEGAL ASSISTANT	Non-Exempt					
	1375 RECREATION TECHNICIAN	Non-Exempt					
AS30			\$36,275.12	\$39,449.19	\$42,623.26	\$45,797.33	\$48,971.41
			\$17.44	\$18.97	\$20.49	\$22.02	\$23.54
	1452 ACCOUNTING CLERK II	Non-Exempt					
	1445 ADMIN SPECIALIST II	Non-Exempt					
	1415 ASST TICKET OFFICE COORD	Non-Exempt					
	1416 COLLECTIONS REGISTRAR	Non-Exempt					
	1218 CONTRACT SPECIALIST I	Non-Exempt					
	1424 COURT CLERK I	Non-Exempt					
	1453 FINANCE SERVICE SPC II	Non-Exempt					
	1418 ASSISTANT MUSEUM CURATOR	Non-Exempt					
	1451 SALES TAX TECHNICIAN I	Non-Exempt					
	1431 STORMWATER TECHNICIAN	Non-Exempt					
	1468 TRAINING SPECIALIST	Non-Exempt					
	1404 TRANSIT SPECIALIST	Non-Exempt					
	1460 TRANSPORTATION DISPATCHER	Non-Exempt					
	1646 WATER SERVICE TECHNICIAN	Non-Exempt					
AS40			\$39,979.34	\$43,477.54	\$46,975.73	\$50,473.92	\$53,972.12
			\$19.22	\$20.90	\$22.58	\$24.27	\$25.95
	1427 COURT CLERK II	Non-Exempt					
	1457 POLICE RECORDS SPECIALIST	Non-Exempt					
	1436 PROPERTY EVIDENCE TECH	Non-Exempt					
	1472 SALES TAX TECHNICIAN II	Non-Exempt					
	1425 SR ADMIN SPECIALIST	Non-Exempt					
	1365 TRAINING COORDINATOR	Non-Exempt					
	1437 WATER INVENTORY COORD	Non-Exempt					
AS50			\$45,529.19	\$50,082.11	\$54,635.02	\$59,187.94	\$63,740.86
			\$21.89	\$24.08	\$26.27	\$28.46	\$30.64
	1419 POLICE RECORDS SUPERVISOR	Non-Exempt					
	1357 OFFICE MANAGER	Non-Exempt					
	1359 PROPERTY EVID TECH SPVSR	Non-Exempt					

LABOR/TRADES

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
LT10			\$29,925.46	\$32,169.87	\$34,414.28	\$36,658.69	\$38,903.10
	1662 FACILITY SERVICE WORKER	Non-Exempt	\$14.39	\$15.47	\$16.55	\$17.62	\$18.70
LT20			\$35,070.72	\$37,701.02	\$40,331.32	\$42,961.63	\$45,591.93
	1655 FACILITY TECHNICIAN	Non-Exempt	\$16.86	\$18.13	\$19.39	\$20.65	\$21.92
	1650 FIELD SERVICES REP	Non-Exempt					
	1644 GRAFFITI REMOVAL TECH	Non-Exempt					
	1663 MAINTENANCE SERVICE ATTD	Non-Exempt					
	1645 METER READER	Non-Exempt					
	1653 SR STAGE MANAGER	Non-Exempt					
LT30			\$37,341.47	\$40,608.85	\$43,876.22	\$47,143.60	\$50,410.98
	1652 CREW LEADER - IG	Non-Exempt	\$17.95	\$19.52	\$21.09	\$22.67	\$24.24
	1550 FACILITIES MGMT TECH I	Non-Exempt					
	1656 FACILITY SERVICE CREW LDR	Non-Exempt					
	1651 FORESTRY TECHNICIAN I	Non-Exempt					
	1660 PARKING AMBASSADOR	Non-Exempt					
	1640 PARKS MAINTENANCE TECH I	Non-Exempt					
	1545 PLANT OPERATOR D	Non-Exempt					
	1628 WATER & SEWER MAINT TECH	Non-Exempt					
LT40			\$40,763.35	\$44,330.14	\$47,896.93	\$51,463.73	\$55,030.52
	1642 BUS OPERATOR I	Non-Exempt	\$19.60	\$21.31	\$23.03	\$24.74	\$26.46
	1620 EQUIPMENT OPERATOR I	Non-Exempt					
	1657 FACILITY EQUIPMENT TECH	Non-Exempt					
	1632 METER SERVICES TECHNICIAN	Non-Exempt					
	1627 RAW WTR OPERATIONS TECH	Non-Exempt					
	1624 SIGNS & MARKINGS TECH	Non-Exempt					
	1356 WATER CONSERVATION SPEC	Non-Exempt					
	WATER & SEWER CERTIFIED OPERATOR I	Non-Exempt					
LT50			\$44,500.65	\$48,950.71	\$53,400.78	\$57,850.84	\$62,300.91
	1648 BUS OPERATOR II	Non-Exempt	\$21.39	\$23.53	\$25.67	\$27.81	\$29.95
	1610 CEMETERY TECHNICIAN	Non-Exempt					
	1614 CREW LEADER II	Non-Exempt					
	1667 ELECTRONIC TECHNICIAN	Non-Exempt					
	1520 FACILITIES MGMT TECH II	Non-Exempt					
	1615 FACILITY SERVICE SUPV I	Non-Exempt					
	1336 FORESTRY TECHNICIAN II	Non-Exempt					
	1621 IRRIGATION TECHNICIAN	Non-Exempt					
	1636 LEAD METER SERVICES TECH	Non-Exempt					
	1619 LIFT STATION TECHNICIAN	Non-Exempt					
	1612 PARKS MAINTENANCE TECH II	Non-Exempt					
	1634 TRANSMISSION LINE TECH	Non-Exempt					
	1626 UTILITY LOCATOR	Non-Exempt					
	WATER & SEWER CERTIFIED OPERATOR II	Non-Exempt					
	1544 WATER SUPPLY TECHNICIAN	Non-Exempt					
LT60			\$49,240.92	\$54,165.01	\$59,089.11	\$64,013.20	\$68,937.29
	1531 EQUIPMENT MAINT MECHANIC	Non-Exempt	\$23.67	\$26.04	\$28.41	\$30.78	\$33.14
	1542 EQUIPMENT OPERATOR II	Non-Exempt					
	1087 EQUIPMENT MAINT COORDINATOR	Non-Exempt					
	1526 MECHANIC	Non-Exempt					
	1534 TRAFFIC SIGNAL TECHNICIAN	Non-Exempt					
	WATER & SEWER CERTIFIED OPERATOR III	Non-Exempt					

LABOR/TRADES

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
LT70			\$53,947.17	\$59,341.88	\$64,736.60	\$70,131.32	\$75,526.03
			\$25.94	\$28.53	\$31.12	\$33.72	\$36.31
	1605 FACILITY SERVICE SUPV II	Non-Exempt					
	1611 GOLF CREW SUPERVISOR	Non-Exempt					
	1547 MAINTENANCE MECHANIC	Non-Exempt					
	1609 PARKS CREW SUPERVISOR	Non-Exempt					
	1337 ROUTE SUPERVISOR	Non-Exempt					
	1607 SIGNS & MARKINGS SPVSR	Non-Exempt					
	1986 SR TRAFFIC SIGNAL TECH	Non-Exempt					
	WATER & SEWER CERTIFIED OPERATOR IV	Non-Exempt					
LT80			\$61,885.01	\$68,073.51	\$74,262.01	\$80,450.51	\$86,639.01
			\$29.75	\$32.73	\$35.70	\$38.68	\$41.65
1506/1514	CREW SUPERVISOR	Non-Exempt					
	1508 EQUIPMENT MAINT FOREMAN	Non-Exempt					
	1234 HIGH MTN RESV CREW SUPERVISOR	Non-Exempt					
	1522 RAW WTR OPS SUPERVISOR	Non-Exempt					
	1511 RESERVOIRS SUPV	Non-Exempt					
	1505 TRAFFIC SIGNAL SUPERVISOR	Non-Exempt					

PARAPROFESSIONAL/TECHNICAL

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PA10			\$43,505.34	\$47,312.05	\$51,118.77	\$54,925.49	\$58,732.21
			\$20.92	\$22.75	\$24.58	\$26.41	\$28.24
	1311 ASSISTANT EVENTS COORD	Non-Exempt					
	1410 ASST CITY CLERK	Non-Exempt					
	1412 BLDG PERMIT TECH	Non-Exempt					
	1477 COURT SPECIALIST	Non-Exempt					
	1552 PLANT OPERATOR C	Non-Exempt					
	1421 RECREATION COORDINATOR I	Non-Exempt					
	1350 SURVEY TECHNICIAN	Non-Exempt					
	1351 TRAFFIC ENGINEERING TECH	Non-Exempt					
PA20			\$47,903.45	\$52,693.80	\$57,484.14	\$62,274.49	\$67,064.83
			\$23.03	\$25.33	\$27.64	\$29.94	\$32.24
	1622 ANIMAL CONTROL OFFICER	Non-Exempt					
	1206 ASSET TECHNICIAN	Non-Exempt					
	1367 PROBATION OFFICER	Non-Exempt					
	1242 ASST TECH SERVICES COORD	Non-Exempt					
	1250 CODE COMPLIANCE INSP	Non-Exempt					
	1312 EVENTS COORDINATOR	Non-Exempt					
	1086 FLEET SPECIALIST	Non-Exempt					
	1345 GRANT SPECIALIST	Non-Exempt					
	1467 GRAPHIC DESIGNER	Non-Exempt					
	1990 HEALTHY NEIGHBORHOOD COORD	Non-Exempt					
	1360 HUMAN RESOURCES TECH	Non-Exempt					
	1422 MARKETING TECHNICIAN	Non-Exempt					
	1446 MRKTING SPONSORSHIP COORD	Non-Exempt					
	1342 PLANNING TECHNICIAN	Non-Exempt					
	1553 PLANT OPERATOR B	Non-Exempt					
	1366 POLICE CADET	Non-Exempt					
	1341 PUBLIC SAFETY TECHNICIAN	Non-Exempt					
	1362 REAL ESTATE TECHNICIAN	Non-Exempt					
	1340 RECREATION COORDINATOR II	Non-Exempt					
	1352 TRAFFIC ENGINEER TECH II	Non-Exempt					
	1204 WTR INST TECH ENTRY	Non-Exempt					

PARAPROFESSIONAL/TECHNICAL

Range	Position Title	FLSA	Minimum		Midpoint		Maximum	
		Status	First QTR	2nd QTR	3rd QTR	4th QTR		
PA30			\$53,017.80	\$58,319.58	\$63,621.36	\$68,923.14	\$74,224.92	
			\$25.49	\$28.04	\$30.59	\$33.14	\$35.69	
	1618 COMMUNITY PARAMEDIC	Non-Exempt						
	1302 CUSTOMER SERVICE SUPV	Non-Exempt						
	1322 DEPUTY CITY CLERK	Non-Exempt						
	1319 E - MEDIA SPECIALIST	Non-Exempt						
	1519 FACILITIES MGMT TECH III	Non-Exempt						
	1617 FRAUD INVESTIGATIONS SPC	Non-Exempt						
	1361 IRRIGATION COORDINATOR	Non-Exempt						
	1369 PARALEGAL	Non-Exempt						
	1167 PROJECT COORDINATOR	Non-Exempt						
	1325 SPECIAL EVENTS COORD	Exempt						
	1616 TRAIL MANAGER	Non-Exempt						
	1443 TV/VIDEO PRODUCTION SPEC	Non-Exempt						
	1428 UCCC PROGRAMS COORD	Exempt						
1440 W&S SERVICES COORDINATOR	Non-Exempt							
PA40			\$57,676.47	\$63,444.12	\$69,211.76	\$74,979.41	\$80,747.06	
			\$27.73	\$30.50	\$33.27	\$36.05	\$38.82	
	1306 ASSISTANT RECORDS MANAGER	Non-Exempt						
	1210 BUILDING INSPECTOR I	Non-Exempt						
	1220 CONSTRUCTION INSPECTOR	Non-Exempt						
	1339 ENGINEERING TECHNICIAN	Non-Exempt						
	1349 ENVIRONMENTAL TECHNICIAN	Non-Exempt						
	1515 MECHANICAL CONTROLS TECH	Non-Exempt						
	1510 PLANT OPERATOR A	Non-Exempt						
	1211 REHABILITATION SPECIALIST	Non-Exempt						
	1353 TRANSIT OPERATIONS SUPV	Non-Exempt						
	1987 UTILITY COORDINATOR	Non-Exempt						
	PA50			\$65,357.58	\$71,893.34	\$78,429.10	\$84,964.86	\$91,500.62
				\$31.42	\$34.56	\$37.71	\$40.85	\$43.99
		1173 BUILDING INSPECTOR II	Non-Exempt					
1076 CEMETERY MANAGER		Exempt						
1536 CIVIL PLAN REVIEWER		Non-Exempt						
1241 CODE COMPLIANCE SUPV		Exempt						
1182 FACILITIES PROJECT MGR		Non-Exempt						
1600 PARKS MANAGER		Exempt						
1174 PLANS EXAMINER		Non-Exempt						
1205 SR CONSTRUCTION INSPECTOR		Exempt						
1184 TRAFFIC OPERATIONS SPVSR		Exempt						
1169 URBAN RENEWAL MANAGER		Exempt						
1225 WATER INSTRUMENT TECH		Non-Exempt						
1502 WW COLLECTION SUPERVISOR		Non-Exempt						
PA60				\$71,624.49	\$79,682.24	\$87,740.00	\$95,797.76	\$103,855.51
			\$34.43	\$38.31	\$42.18	\$46.06	\$49.93	
	1720 LEAD PLANT OPERATOR	Non-Exempt						
	1980 DNA ANALYST	Non-Exempt						
	1226 INSTRUMENT & CONTROL SUPV	Non-Exempt						
	1994 SR PLANS EXAMINER	Non-Exempt						
	1500 WW MAINTENANCE SUPERVISOR	Exempt						

INFORMATION TECHNOLOGY

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
IT10			\$39,790.00	\$44,241.25	\$48,692.50	\$53,143.75	\$57,595.00
	1434 IT BUSINESS ASSISTANT	Non-Exempt	\$19.13	\$21.27	\$23.41	\$25.55	\$27.69
IT20			\$46,347.39	\$51,532.21	\$56,717.02	\$61,901.84	\$67,086.66
	1321 APP SUPPORT SPECIALIST	Non-Exempt	\$22.28	\$24.78	\$27.27	\$29.76	\$32.25
	1245 GIS SPECIALIST	Non-Exempt					
	1214 NETWORK ADMINISTRATOR I	Non-Exempt					
	1313 PC SPECIALIST	Non-Exempt					
IT30			\$52,397.49	\$58,917.14	\$65,436.80	\$71,956.46	\$78,476.11
	1189 GIS ANALYST	Exempt	\$25.19	\$28.33	\$31.46	\$34.59	\$37.73
IT40			\$58,577.61	\$65,902.75	\$73,227.88	\$80,553.02	\$87,878.15
	BUSINESS SYSTEMS ANALYST I	Exempt	\$28.16	\$31.68	\$35.21	\$38.73	\$42.25
IT50			\$68,025.07	\$76,525.37	\$85,025.67	\$93,525.97	\$102,026.27
	1216 BUSINESS SYSTEMS ANALYST II	Exempt	\$32.70	\$36.79	\$40.88	\$44.96	\$49.05
	1246 GIS DATABASE ADMINISTRATOR	Exempt					
	1137 NETWORK SECURITY ADMIN	Exempt					
	1149 PROGRAMMER ANALYST	Exempt					
	1122 SR APP SUPPORT SPECIALIST	Exempt					
	1190 SR SERVICE DESK TECHNICIAN	Exempt					
	1314 TELECOM ADMINISTRATOR	Exempt					
IT60			\$74,890.40	\$84,246.24	\$93,602.08	\$102,957.92	\$112,313.76
	1261 DATABASE ADMINISTRATOR	Exempt	\$36.01	\$40.50	\$45.00	\$49.50	\$54.00
	1175 SYSTEMS ADMINISTRATOR II	Exempt					
	1148 WEB DEVELOPER	Exempt					
IT70			\$83,128.34	\$93,513.33	\$103,898.31	\$114,283.29	\$124,668.27
	1132 CLIENT SERVICES MANAGER	Exempt	\$39.97	\$44.96	\$49.95	\$54.94	\$59.94
	INDUSTRIAL CONTROLS NETWORK ADMINISTRATOR	Exempt					
	1141 SR SYSTEMS ADMINISTRATOR	Exempt					
	1260 SR NETWORK ADMINISTRATOR	Exempt					
IT80			\$92,115.19	\$103,622.88	\$115,130.56	\$126,638.24	\$138,145.92
	1126 SOFTWARE APPLICATIONS MGR	Exempt	\$44.29	\$49.82	\$55.35	\$60.88	\$66.42
	1265 INFRASTRUCTURE MANAGER	Exempt					
	1262 SECURITY ANALYST	Exempt					
	1129 BUSINESS SYSTEMS MANAGER	Exempt					

PROFESSIONAL/MANAGER

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PR10			\$49,836.96	\$54,820.66	\$59,804.35	\$64,788.05	\$69,771.75
			\$23.96	\$26.36	\$28.75	\$31.15	\$33.54
	1330 ACCOUNTANT I	Non-Exempt					
	COMMUNICATIONS SPECIALIST I	Non-Exempt					
	1447 MARKETING COORDINATOR	Non-Exempt					
	1194 MUSEUM CURATOR	Exempt					
	1192 PLANNER I	Non-Exempt					
	1327 PUBLIC ART COORDINATOR	Exempt					
PR20			\$54,630.13	\$60,093.14	\$65,556.15	\$71,019.16	\$76,482.18
			\$26.26	\$28.89	\$31.52	\$34.14	\$36.77
	1647 COMMUNITY ENGAGEMENT SPEC	Exempt					
	1727 COMMUNICATIONS SPECIALIST II	Non-Exempt					
	1209 ECON DEVELOPMENT COORD	Exempt					
	1449 FINANCIAL ANALYST I	Non-Exempt					
	1193 HISTORIC PRESERVATION SPC	Non-Exempt					
	1235 INDUSTRIAL PRETRMT SPEC	Non-Exempt					
	1280 NEIGHBORHD PROGRAMS SPEC	Exempt					
	1315 PAYROLL ACCOUNTANT	Non-Exempt					
	1992 REAL ESTATE SPECIALIST	Non-Exempt					
	1346 VICTIM SERVICES COORD	Non-Exempt					
	1236 WATER QUALITY ANALYST	Non-Exempt					
	1334 WELLNESS COORDINATOR	Exempt					
PR30			\$59,194.70	\$65,114.17	\$71,033.64	\$76,953.11	\$82,872.58
			\$28.46	\$31.30	\$34.15	\$37.00	\$39.84
	1196 ACCOUNTANT II	Exempt					
	1123 ASSET MANAGER	Exempt					
	1649 INTERNAL COMMUNICATIONS SPECIALIST	Exempt					
	1726 COMMUNICATIONS SPECIALIST III	Exempt					
	1219 CONTRACT SPECIALIST II	Exempt					
	1448 CREATIVE TEAM SUPERVISOR	Exempt					
	1335 CRIME ANALYST	Exempt					
	1426 FINANCIAL SERVICES COORD	Exempt					
	1722 INDUSTRIAL PRETRMT COORD	Exempt					
	1721 LABORATORY COORD	Exempt					
	1170 PLANNER II	Exempt					
	1199 RECREATION SUPERVISOR	Exempt					
	1991 SALES TAX AUDITOR	Exempt					
	1188 TRANSPORTATION PLANNER	Exempt					
	1200 WATER RESOURCE ANALYST	Exempt					
PR40			\$63,853.86	\$70,239.24	\$76,624.63	\$83,010.01	\$89,395.40
			\$30.70	\$33.77	\$36.84	\$39.91	\$42.98
	1223 BUSINESS ANALYST	Exempt					
	1504 CONCRETE MAINTENANCE COOR	Exempt					
	1310 COURT ADMINISTRATOR	Exempt					
	1604 FACILITY MAINT SUPER	Non-Exempt					
	1180 HUMAN RESOURCES ANALYST	Exempt					
	1324 MARKETING MANAGER	Exempt					
	1179 MUSEUM MANAGER	Exempt					
	1171 ENVIRONMENTAL PLANNER	Exempt					
	1202 PARKS PLANNER	Exempt					
	1221 PAVEMENT MANAGEMENT COORD	Exempt					
	1358 SENIOR LAND SURVEYOR	Exempt					
	1230 SR SURVEY TECHNICIAN	Non-Exempt					
	1215 TECHNICAL SERVICES COORD	Exempt					

PROFESSIONAL/MANAGER

Range	Position Title	FLSA Status	Minimum		Midpoint		Maximum
			First QTR	2nd QTR	3rd QTR	4th QTR	
PR50			\$69,266.01	\$76,192.61	\$83,119.21	\$90,045.81	\$96,972.41
			\$33.30	\$36.63	\$39.96	\$43.29	\$46.62
	1161 BUDGET ANALYST	Exempt					
	1724 BUDGET AND RATES ANALYST	Exempt					
	1063 COMMUNICATION&ENGAGE MGR	Exempt					
	1027 CIVIL ENGINEER I	Exempt					
	1469 FINANCIAL ANALYST II	Exempt					
	1168 FORESTRY MANAGER	Exempt					
	1162 INDUSTRIAL PRETRTMT SUPV	Exempt					
	1222 STORMWATER QUALITY ADMIN	Exempt					
	1300 UTILITY SYSTEMS ANALYST	Exempt					
	1725 WATER CONSERVATION ADMIN	Exempt					
	1153 WATER RESOURCE ADMN I	Exempt					
PR60			\$75,035.65	\$82,539.21	\$90,042.78	\$97,546.34	\$105,049.91
			\$36.07	\$39.68	\$43.29	\$46.90	\$50.50
	1176 ACCOUNTANT III	Exempt					
	1548 BUSINESS MANAGER	Exempt					
	1728 IMAGE AND BRANDING MANAGER	Exempt					
	1066 ECON DEVELOPMENT MANAGER	Exempt					
	1085 GOLF COURSE SUPT	Exempt					
	1995 STRATEGIC HUMAN RESOURCE BUSINESS PARTNER	Exempt					
	1158 PLANNER III	Exempt					
	1203 PUBLIC & GOV'T REL MGR	Exempt					
	1191 RECREATION MANAGER	Exempt					
	1163 REV&BUS LICENSE MGR	Exempt					
	1164 WW LAB SUPERVISOR	Exempt					
PR70			\$78,299.33	\$87,108.00	\$95,916.68	\$104,725.35	\$113,534.03
			\$37.64	\$41.88	\$46.11	\$50.35	\$54.58
	1130 ASST CITY ATTORNEY I	Exempt					
	1080 CHIEF CONSTRUCTION INSP	Exempt					
	1985 CHIEF PLANNER	Exempt					
	1028 CIVIL ENGINEER II	Exempt					
	1090 FACILITY MANAGER	Exempt					
	1075 FACILITY MANAGER IG	Exempt					
	1079 MANAGER OF GOLF	Exempt					
	1307 RECORDS & EVIDENCE MGR	Exempt					
	1996 SR. STRATEGIC HUMAN RESOURCE BUSINESS PARTNER	Exempt					
	1069 TRANSIT MANAGER	Exempt					
	1355 WATER CONSERVATION MGR	Exempt					
	1157 WATER RESOURCE ADMN II	Exempt					
	1160 WATER QUAL & REG COMP MGR	Exempt					
	1150 DIST & COLLECTION OPS MGR	Exempt					
	1244 WW TECHNICAL SERVICES MGR	Exempt					
PR80			\$83,545.62	\$92,944.50	\$102,343.38	\$111,742.26	\$121,141.14
			\$40.17	\$44.68	\$49.20	\$53.72	\$58.24
	1402 ACCOUNTANT IV	Exempt					
	1815 ASSIST LAB DIRECTOR	Exempt					
	1228 ASST WTR T&D AND WWC SUPT	Exempt					
	1071 CHIEF BUILDING OFFICIAL	Exempt					
	1287 CIVIL ENGINEER III	Exempt					
	3230 EMERGENCY MANAGER	Exempt					
	1131 ENV & WTR RES ATTY I	Exempt					
	1081 FLEET MANAGER	Exempt					
	1989 NATURAL AREAS & TRAILS SUPT	Exempt					
	1025 REAL ESTATE MANAGER	Exempt					
	1993 SAFETY & RISK MANAGER	Exempt					
	1537 WATER RESOURCE PLAN MANAGER	Exempt					
	1535 WATER RIGHTS MANAGER	Exempt					
	1243 WW OPERATIONS & MAINT MGR	Exempt					

PROFESSIONAL/MANAGER

Range	Position Title	FLSA Status	Minimum		Midpoint		Maximum
			First QTR	2nd QTR	3rd QTR	4th QTR	
PR90			\$90,378.26	\$100,545.82	\$110,713.37	\$120,880.93	\$131,048.48
			\$43.45	\$48.34	\$53.23	\$58.12	\$63.00
	1114 ASST CITY ATTORNEY II	Exempt					
	1104 ATTORNEY II	Exempt					
	1127 CIVIL ENGINEER IV	Exempt					
	1139 CULTURAL AFFAIRS MGR	Exempt					
	1128 ENGINEERING PROJECT MGR	Exempt					
	1116 ENV & WTR RES ATTY II	Exempt					
	1084 PARKS SUPERINTENDENT	Exempt					
	1135 PLANNING MANAGER	Exempt					
	1067 PURCHASING MANAGER	Exempt					
	1133 RECREATION SUPERINTENDENT	Exempt					
	1083 STREETS SUPERINTENDENT	Exempt					
	1548 UTILITY FINANCE MANAGER	Exempt					
	1118 WATER RESOURCE ENG IV	Exempt					
	1151 WATER TRMT PLANT SUPT	Exempt					
PR100			\$94,630.47	\$106,459.28	\$118,288.09	\$130,116.89	\$141,945.70
			\$45.50	\$51.18	\$56.87	\$62.56	\$68.24
	1144 BUDGET & COMPLIANCE MGR	Exempt					
	1049 DV REV & CIVIL INSP MGR	Exempt					
	1136 ENGINEERING DEV MANAGER	Exempt					
	FIRE MARSHAL	Exempt					
	1113 STORMWATER MANAGER	Exempt					
	1125 TRAFFIC ENGINEER	Exempt					
	1134 WATER T&D AND WWC SUPT	Exempt					
	1138 WATER TREATMENT MANAGER	Exempt					
	1117 WTR RESOURCES OPS MANAGER	Exempt					
	1120 WW TREATMENT SUPT	Exempt					
PR110			\$104,833.49	\$117,937.68	\$131,041.86	\$144,146.05	\$157,250.24
			\$50.40	\$56.70	\$63.00	\$69.30	\$75.60
	1159 CHIEF ENGINEER W&S	Exempt					
	1055 CITY ENGINEER	Exempt					
	1022 SENIOR ATTORNEY	Exempt					
	1112 SENIOR ENV & WTR ATTORNEY	Exempt					
PR120			\$117,501.05	\$132,188.68	\$146,876.32	\$161,563.95	\$176,251.58
			\$56.49	\$63.55	\$70.61	\$77.67	\$84.74
	1100 DEPUTY CITY ATTORNEY	Exempt					
	1023 DEPUTY DIRECTOR WATER RES	Exempt					
	1026 DEPUTY PUBLIC WORKS DIR	Exempt					
	1035 DEPUTY DIR WTR & WW OPS	Exempt					

EXECUTIVE

Range	Position Title	FLSA Status	Minimum		Midpoint		Maximum
			First QTR	2nd QTR	3rd QTR	4th QTR	
EX10			\$96,512.00	\$108,576.00	\$120,640.00	\$132,704.00	\$144,768.00
			\$46.40	\$52.20	\$58.00	\$63.80	\$69.60
	1010 CITY CLERK	Exempt					
EX20			\$116,480.00	\$131,040.00	\$145,600.00	\$160,160.00	\$174,720.00
			\$56.00	\$63.00	\$70.00	\$77.00	\$84.00
	1011 COMMUNITY DEVELOPMENT DIR	Exempt					
	1019 COMMUNICATION SERVICE DIR	Exempt					
	1074 ECON HEALTH & HOUSING DIR	Exempt					
	1015 HUMAN RESOURCES DIRECTOR	Exempt					
EX30			\$127,067.20	\$142,950.60	\$158,834.00	\$174,717.40	\$190,600.80
			\$61.09	\$68.72	\$76.37	\$84.00	\$91.63
	1021 CPR DIRECTOR	Exempt					
	1024 DIRECTOR OF IT	Exempt					
	1006 MUNICIPAL JUDGE	Exempt					
EX40			\$145,600.00	\$163,800.00	\$182,000.00	\$200,200.00	\$218,400.00
			\$70.00	\$78.75	\$87.50	\$96.25	\$105.00
	1061 FINANCE DIRECTOR	Exempt					
	1014 FIRE CHIEF	Exempt					
	1017 POLICE CHIEF	Exempt					
	1018 PUBLIC WORKS DIRECTOR	Exempt					
	1020 WATER & SEWER DIRECTOR	Exempt					
EX50			\$156,416.00	\$175,968.00	\$195,520.00	\$215,072.00	\$234,624.00
			\$75.20	\$84.60	\$94.00	\$103.40	\$112.80
	1005 ASST CITY MANAGER	Exempt					
EX60			\$168,584.00	\$189,657.00	\$210,730.00	\$231,803.00	\$252,876.00
			\$81.05	\$91.18	\$101.32	\$111.45	\$121.58
	1004 CITY ATTORNEY	Exempt					
EX70			\$198,659.14	\$223,491.53	\$248,323.92	\$273,156.31	\$297,988.70
			\$95.51	\$107.45	\$119.38	\$131.32	\$143.26
	1003 CITY MANAGER	Exempt					

POLICE SWORN (NON-CONTRACT)				
Range	Position Title	FLSA Status	Range Minimum	Range Maximum
PS10			\$103,202.53	\$115,030.58
			\$49.62	\$55.30
	SERGEANT	Non-Exempt		
PS20			\$122,824.64	\$136,335.36
			\$59.05	\$65.55
	COMMANDER	Exempt		
PS30			\$148,578.20	\$164,921.80
			\$71.43	\$79.29
	DEPUTY CHIEF	Exempt		

2020 POLICE ASSOCIATION		Hourly	Annual
2	Police Officer Step A	\$32.98	\$68,586.00
3	Police Officer Step B	\$34.12	\$70,959.00
4	Police Officer Step C	\$36.32	\$75,541.00
5	Police Officer Step D	\$38.69	\$80,452.00
6	Police Officer Step E	\$41.18	\$85,645.00
7	Police Officer Step F	\$45.52	\$94,667.00

2020 GREELEY FIRE		
Title	Annual	Hourly
Recruit Firefighter	\$58,748.00	\$20.12
Recruit Firefighter / EMT I	\$62,372.00	\$21.36
Recruit Firefighter / Paramedic	\$64,184.00	\$21.98
Apprentice Firefighter I	\$62,813.00	\$21.51
Apprentice Firefighter I / EMT-I	\$66,437.00	\$22.75
Apprentice Firefighter I / Paramedic	\$68,249.00	\$23.37
Apprentice Firefighter II	\$67,121.00	\$22.99
Apprentice Firefighter II / EMT-I	\$70,745.00	\$24.23
Apprentice Firefighter II / Paramedic	\$72,557.00	\$24.85
Journey Firefighter I	\$71,880.00	\$24.62
Journey Firefighter I / EMT-I	\$75,505.00	\$25.86
Journey Firefighter I / Paramedic	\$77,317.00	\$26.48
Journey Firefighter II	\$76,883.00	\$26.33
Journey Firefighter II / EMT-I	\$80,508.00	\$27.57
Journey Firefighter II / Paramedic	\$82,320.00	\$28.19
Master Firefighter	\$82,233.00	\$28.16
Master Firefighter / EMT-I	\$85,858.00	\$29.40
Master Firefighter / Paramedic	\$90,388.00	\$30.95
Fire Engineer (min)	\$86,333.00	\$29.57
Fire Engineer (min) / EMT-I	\$89,957.00	\$30.81
Fire Engineer (min) / Paramedic	\$91,769.00	\$31.43
Fire Engineer (max)	\$90,606.00	\$31.03
Fire Engineer (max) / EMT-I	\$94,230.00	\$32.27
Fire Engineer (max) / Paramedic	\$98,761.00	\$33.82
Staff Specialist *	\$93,327.00	\$44.87
Staff Specialist / EMT-I *	\$97,071.00	\$46.67
Staff Specialist / Paramedic *	\$101,730.00	\$48.91
Fire Lieutenant (min)	\$95,157.00	\$32.59
Fire Lieutenant (min) / EMT-I	\$97,782.00	\$33.83
Fire Lieutenant (min) / Paramedic	\$100,594.00	\$34.45
Fire Lieutenant (max)	\$100,299.00	\$34.35
Fire Lieutenant (max) / EMT-I	\$103,923.00	\$35.59
Fire Lieutenant (max) / Paramedic	\$108,454.00	\$37.14
Fire Lieutenant Specialist *	\$103,311.00	\$49.67
Fire Lieutenant Specialist / EMT-I *	\$107,055.00	\$51.47
Fire Lieutenant Specialist / Paramedic *	\$111,714.00	\$53.71
Fire Captain (min)	\$111,868.00	\$38.31
Fire Captain (max)	\$118,573.00	\$40.61
Fire Captain Specialist *	\$122,030.00	\$58.67

*Day Shift Pay Rate (2,080 hrs)

FIRE (NON-CONTRACT)				
Range	Position Title	FLSA Status	Range Minimum	Range Maximum
PSF10			\$129,137.44	\$143,342.56
			\$62.09	\$68.91
	DIVISION CHIEF			

Seasonal/Hourly

Pay Range	Position Title	FLSA Status	Range Minimum	Range Maximum
SH01			\$12.32	\$13.29
	ASSISTANT HOUSE MANAGER	Non-Exempt		
	ASSISTANT TRAIL MANAGER	Non-Exempt		
	CHILDRENS ROOM ATTENDANT	Non-Exempt		
	CLERICAL ASSISTANT I	Non-Exempt		
	CUSTOMER SERVICE REP	Non-Exempt		
	FACILITY SVCS ATTEND I	Non-Exempt		
	FARMERS MARKET ASSISTANT	Non-Exempt		
	GALLERY TECHNICIAN	Non-Exempt		
	GOLF CART OPERATOR	Non-Exempt		
	GROUNDSKEEPER I	Non-Exempt		
	MAINTENANCE TECH I	Non-Exempt		
	MUSEUM AIDE I	Non-Exempt		
	SCHOOL CROSSING GUARD	Non-Exempt		
	THEATRE TECH I	Non-Exempt		
	TICKET CLERK I	Non-Exempt		
SH02			\$12.32	\$17.28
	BUILDING SUPERVISOR	Non-Exempt		
	CLERICAL ASSISTANT II	Non-Exempt		
	CUSTODIAN	Non-Exempt		
	FACILITIES TECHNICIAN	Non-Exempt		
	GROUNDSKEEPER II	Non-Exempt		
	HOUSE MANAGER	Non-Exempt		
	LABORER I	Non-Exempt		
	MUSEUM AIDE II	Non-Exempt		
	SPECIAL PROJECTS ASSISTANT	Non-Exempt		
	THEATRE TECH II	Non-Exempt		
	TICKET CLERK II	Non-Exempt		
SH03			\$12.54	\$21.26
	ASSISTANT STAGE MANAGER	Non-Exempt		
	ASSISTANT POOL MANAGER	Non-Exempt		
	BUILDING ATTENDANT	Non-Exempt		
	BUS OPERATOR I	Non-Exempt		
	ENGINEERING TECHNICIAN	Non-Exempt		
	INTERN I	Non-Exempt		
	LABORER II	Non-Exempt		
	SR MUSEUM AIDE	Non-Exempt		
	SR THEATRE TECH	Non-Exempt		
	SR TICKET CLERK	Non-Exempt		
	SR PUBLIC ART TECH	Non-Exempt		
SH04			\$14.50	\$22.96
	BUS DRIVER	Non-Exempt		
	TRAVEL TRAINER	Non-Exempt		
	VOLUNTEER COORDINATOR	Non-Exempt		
SH05			\$20.00	\$40.00
	ATTORNEY	Non-Exempt		
	INTERN II	Non-Exempt		

Seasonal/Hourly

Pay			Range	Range
Range	Position Title	FLSA Status	Minimum	Maximum
SH06			\$50.00	\$75.00
	ASSISTANT JUDGE			
	ADMINHEARING OFFICER			
	LIQUOR HEARING OFFICER			
SH07				
	ELECTION JUDGE		\$65/DAY	
GENERAL			\$12.32	\$18.70
SGN0				
	ASSISTANT POOL MANAGER	Non-Exempt		
	ASSISTANT PLAYGROUND PRGM SUP	Non-Exempt		
	CASHIER	Non-Exempt		
	LEAD LIFEGAURD	Non-Exempt		
	LIFEGAURD	Non-Exempt		
	PLAYGROUND PARK LEADER	Non-Exempt		
	POOL MANAGER	Non-Exempt		
	SPORTS SUPERVISOR	Non-Exempt		
	REC PROGRAM SUPERVISOR	Non-Exempt		
	SCOREKEEPER	Non-Exempt		
	SPLASH PARK ATTENDANT	Non-Exempt		
	STEP PROGRAM SUPERVISOR	Non-Exempt		
	STEP PROGRAM WORKER	Non-Exempt		
	YOUTH SERVICE SPECIALIST	Non-Exempt		
OFFICIALS			\$12.32	\$35.28
SOFO				
	ADULT OFFICIAL	Non-Exempt		
	ADULT OFFICIAL 1 PER	Non-Exempt		
	ADULT SPORT CERTIFIED OFFICIAL	Non-Exempt		
	YOUNG AMERICA ASST TRACK COACH	Non-Exempt		
	YOUNG AMERICA OFFICIAL	Non-Exempt		
	YOUNG AMERICA OFFICIAL 1 PER	Non-Exempt		
	YOUTH OFFICIAL	Non-Exempt		
INSTRUCTOR			\$12.32	\$42.34
SINO				
	FITNESS INSTRUCTOR	Non-Exempt		
	CLASS INSTRUCTOR	Non-Exempt		
	VISUAL ARTS INSTRUCTOR	Non-Exempt		
	PERFORMING ARTS INSTRUCTOR	Non-Exempt		

Council Agenda Summary

October 20, 2020

Agenda Item Number 21

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Caleb Jackson, Planner, 970-350-9876

Title:

Public hearing and final reading of an ordinance to consider a change of zone from I-L (Industrial Low Intensity) to R-H (Residential High Density) zoning for .29 acres of property located at 1530 4th Avenue, known as the 1530 4th Avenue Rezone, and changing the official zoning map to reflect the same

Summary:

The City of Greeley is considering a request to rezone a .29-acre tract from I-L (Industrial Low Intensity) to R-H (Residential High Density). The subject site is located at 1530 4th Avenue. The subject site is undeveloped. On the 1964 zoning map, the site was zoned R3 (Multi-Family Dwellings), which is the predecessor of R-H zoning. On the 1965 zoning map, it appears that the site had been rezoned to an industrial designation and is therefore currently zoned I-L. Residential uses were allowable within the I-L zone until adoption of the 1976 Development Code. The applicant requests to rezone to R-H with the intention of establishing a residential use on the site.

The Planning Commission considered this request on September 22, 2020 and unanimously recommended approval to the City Council. This ordinance was introduced at the October 6, 2020 Council meeting.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:

- 1) City staff presentation
- 2) Council questions of staff
- 3) Applicant presentation

- 4) Council questions of applicant
- 5) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 6) Rebuttal, if requested
- 7) Council discussion
- 8) Council decision

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

Two motions are recommended:

- A) A motion that, based on the application received and the preceding analysis, the proposed rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density) meets Development Code Sections 18.30.050(c)(3) a, b, e, f, g and h; and, therefore, the rezoning is approved.
- B) A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance

Draft Planning Commission Minutes (September 22, 2020)

Planning Commission Summary (Staff Report) (September 22, 2020)

PowerPoint Presentation

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2020

CASE NO. ZON2020-0005

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM I-L (INDUSTRIAL LOW INTENSITY) TO R-H (RESIDENTIAL HIGH DENSITY) ZONING FOR .29 ACRES OF PROPERTY LOCATED AT 1530 4TH AVENUE, KNOWN AS THE 1530 4TH AVENUE REZONE

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as I-L (Industrial Low Intensity) to R-H (Residential High Density) zoning for .29 acres of property, in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Legal Description

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 17, HALL-MORGER SUBDIVISION OF BLOCK 169, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, AND CONSIDERING THE WEST LINE OF SAID LOT 17 TO BEAR NORTH 00°02'41" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 89°57'23" WEST AND BEING A PROLONGATION OF THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 50.00 FEET TO A POINT ON THE CENTERLINE OF THE RIGHT-OF-WAY OF 4TH AVENUE;

THENCE NORTH 00°02'41" EAST ALONG THE CENTERLINE OF THE RIGHT-OF-WAY OF SAID 4TH AVENUE, A DISTANCE OF 49.82 FEET TO A POINT BEING A 50.00' PROLONGATION OF SAID LOT 17;

THENCE NORTH 89°56'38" EAST A DISTANCE OF 251.03 FEET TO A POINT ON THE CENTERLINE OF THE ALLEY RIGHT-OF-WAY SAID POINT ALSO BEING A 10.00' PROLONGATION OF THE NORTH LINE OF SAID LOT 17;

THENCE SOUTH 00°01'15" WEST ALONG THE CENTERLINE OF SAID ALLEY RIGHT-OF-WAY A DISTANCE OF 49.87 FEET TO A POINT BEING A 10.00' PROLONGATION OF THE SOUTH LINE OF SAID LOT 17;

THENCE SOUTH 89°57'23" WEST A DISTANCE OF 201.05 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 12,513 SQUARE FEET (0.29 ACRES), MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAYS OF RECORD.



PLANNING COMMISSION

Proceedings

September 22, 2020

Remote Hearing
(Zoom Webinar and viewable on City of Greeley YouTube)
1:15 p.m.

I. Call to Order and Roll Call

Chair Yeater called the meeting to order at 1:15 p.m. Commissioners Andersen, Schulte, Briscoe, Romulo and Modlin were present. (Commissioner Franzen was absent.)

II. Approval of minutes for meeting held on August 25, 2020

Commissioner Andersen moved to approve the minutes dated August 25, 2020. Commissioner Briscoe seconded the motion. The motion carried 6-0. (Commissioner Franzen was absent.)

III. A public hearing to consider a request to rezone approximately .29 acres of property from I-L (Industrial Low Intensity) to R-H (Residential High Density) zone district

Project Name: 1530 4th Avenue Rezone
Case No.: ZON2020-0005
Applicant: Harlow Homes
Location: 1530 4th Avenue
Presenter: Caleb Jackson, Planner II

Caleb Jackson addressed the Commission and introduced the item as a request to rezone a parcel of property located at 1530 4th Avenue from industrial zoning to residential zoning. Mr. Jackson presented a map showing the location of the lot and advised that it had been rezoned in the mid-1960s from R3 (the predecessor to R-H zoning) to industrial. He added that the lot is currently zoned I-L and remains undeveloped due to site constraints for industrial use. Mr. Jackson reported that the applicant originally proposed to establish an industrial use on the site, but it was infeasible and stated that the application today is to rezone approximately .29 acres from I-L to R-H zoning.

Mr. Jackson presented a zoning map showing the site and pointed out the surrounding areas that are currently zoned I-L and R-H. He presented several photographs of the site and surrounding areas, noting several single-family dwellings located in the I-L zone district. Mr. Jackson also presented a property boundary map. He stated that notices of the hearing were mailed to property owners within 500 feet of the site and a sign was posted on the property. Mr. Jackson noted that the applicant is also the mineral owner.

Mr. Jackson presented and described the rezone approval criteria and advised that the request meets six of the eight criteria, with two criteria being inapplicable. He reported the finding of staff that it is in the public interest to encourage rezone of the site. Mr. Jackson noted that the existing zoning has been in place for 15 years and seems obsolete. He added that utility services are available to allow successful development under the proposed rezone. Mr. Jackson reported that the applicant had addressed all comments by staff and that staff recommended approval.

Referring to a comment that in 1976, a limitation was placed on using industrial zones for residential, Commissioner Andersen asked Mr. Jackson to expand. Mr. Jackson advised that in the 1976 Development Code, residential uses were no longer allowed in industrial zone districts. Currently, to establish residential uses, an owner or applicant is required to change the zone from industrial to residential.

Commissioner Briscoe asked Mr. Jackson to explain the applicant's previous request for use of the property as industrial and the limitations prohibiting industrial uses. Mr. Jackson explained that the applicant had previously desired to establish an industrial warehouse on the 50-foot-wide site. He added that, per Code, the setback requirements for industrial zoned property are 20 feet on each side, making industrial development infeasible.

Commissioner Andersen asked whether the residences on either side were out of compliance with industrial zoning requiring them to also be rezoned. Mr. Jackson advised that a similar rezone request from I-L to R-H for a property one block north of the site was approved last year. He stated that the properties adjacent to the site have been "grandfathered" as legal conforming uses and can continue as they are without being rezoned. Mr. Jackson added that unless the property owners wanted to change the site, such as increasing the dwelling size, there was no reason to rezone.

Mr. Jackson stated that staff had planned to look into conducting a more comprehensive rezone of the Sunrise neighborhood in 2020. However, a project of that nature would require several in-person informational meetings which have been prohibited due to COVID-19 and the State orders banning large gatherings.

Thomas Canzona, 1212 38th Avenue, Greeley, addressed the Commission and stated that he was the owner of Harlow Homes, owner of the lot. Mr. Canzona thanked Mr. Jackson for his thorough explanation of the challenges created by the industrial zoning. He explained that at the time of purchase, the plan was to build a small warehouse. Water and sewer lines were installed although the property remained vacant. In addition, he noted that there had been a single pole in the center of the lot providing electricity to the properties to the north and south. Mr. Canzona worked with Xcel Energy to remove the single pole and install two poles on either side of the lot to provide electricity to the adjacent properties. He stated that

it became evident that the lot, as configured, would not accommodate a warehouse. He added that it remains a good lot and that rezoning would accommodate a duplex or small tri-plex. Mr. Canzona advised that he would work with City staff on the design and parking standards, adding that his intent is to create affordable housing. He noted that the vacant lot does not benefit him, the citizens or the City. Upon question by Commissioner Andersen, Mr. Canzona reported that he had not been aware of the zoning limitations at the time he purchased the property.

Chair Yeater opened the public hearing at 1:30 p.m.

The clerk reported that there were no comments received via e-mail or Zoom chat, but that Mr. Jackson had received a letter from Jorge and Maria Ortiz, who reside at 1534 4th Avenue, expressing their concerns about the rezone and requesting that the applicant install a fence between the site and their property. The letter was read into the record and a copy is attached to the minutes.

Chair Yeater closed the public hearing at 1:32 p.m.

Mr. Jackson reported that the letter from Mr. and Mrs. Ortiz mirrors some of the concerns he has heard from neighbor to the north, adding that the designation of Residential High Density might cause people to imagine an apartment complex being erected on the site. Mr. Jackson reported that any dwelling would be sized to fit the lot. He stated that it would be up to the applicant as to whether a fence would be added.

Mr. Canzona re-addressed the Commission and stated that he did not have a problem installing a fence as it would be to his benefit as well as the benefit of the neighbors. He expressed his concern about young children accessing the vacant lot. Mr. Canzona stated that, while he would be amenable to installing a fence, he hoped that the neighbors would agree to participate in the cost.

Commissioner Andersen moved that, based on the application received and the project summary and accompanying analysis, the Planning Commission finds that the proposed rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density) meets the applicable Development Code criteria, Sections 18.30.050(c)(3) a, b, e, f, g and h; and, therefore, recommends approval of the rezone to the City Council. Commissioner Schulte seconded the motion.

Commissioner Andersen expressed concern with the zoning and use in this area being so drastically different and suggested that the City should be aware of uses that might preclude fitting within an odd piece of infill. She questioned whether the lot should have been zoned I-L in the first place and expressed concern with the idea of changing zoning on a lot-by-lot basis. Chair Yeater echoed the concern that the City should be aware of areas with spot zoning and remain proactive, adding that in this instance he would be supportive of the request.

The motion carried 6-0. (Commissioner Franzen was absent.)

V. Staff Report

Community Development Director, Brad Mueller, noted the worksession to follow the hearing regarding the Development Code update. He provided an update to the short-term rental discussion, stating that City Council had declined to adopt the regulations that were proposed. Mr. Mueller reported that staff is in the process of determining the appropriate administrative responses to address any future complaints regarding short-term rentals. He added that staff would be returning to City Council with minor Code changes that aligned with their direction. Upon question by Commissioner Briscoe as to the nature of Council's opposition, Mr. Mueller reported that Council did not wish to adopt regulations and felt comfortable with the short-term rental market remaining fairly unregulated at this time. He added that it was clear from the public input that Council desired to allow operations to continue. Chair Yeater asked about the direction of the City from a Code enforcement standpoint Mr. Mueller advised that staff would take the recommendations from Council and present a scaled down Code update, adding that there would no enforcement at this time. Upon question by Commissioner Anderson clarifying the enforcement of property used as a short-term rental, Mr. Mueller advised that complaints such as noise, parking and trash would continue to be enforced in the same manner as other residential areas.

Mr. Mueller briefly expanded on Mr. Jackson's comment during the hearing about the Sunrise neighborhood, noting that it is common in many jurisdictions to have a disconnect between zoning and the underlying uses that have historically been in place. He added that a comprehensive effort to rezone these types of areas would be a future work program item.

Finally, Mr. Mueller reported that improvements to the downtown area will soon be completed, including the installation of several monument signs over the next several months.

VI. Adjournment to Worksession – Development Code Update

The meeting adjourned at 1:46 p.m. and moved directly to a worksession where representatives from Gould Evans and Ayres Associates provided an overview of the Development Code update.

Justin Yeater, Chair

Brad Mueller, Secretary

To whom it may concern,

On behalf of Jorge and Maria Ortiz we would not be able to participate our opinion during the hearing for September 22, 2020 1:15pm. That is why I'm writing our opinion for project of Harlow homes in property address 1530 4th avenue. We disagree for residential high Density of project. For being next door 1534 4th ave that is invading our privacy being able to be outside with our toddlers. I only agree if it's a two unit apartment or house. Having apartments next door and being so close to our home we look at the safety of our toddlers. You just never know what kind of people would rent the apartments and how they are going to be. One thing I do ask is that if he gets approve to built something I request to be fence for the safety of our three toddlers. Thank you for your time.

Best Regards

Jorge and Maria Ortiz

Email meza8395@gmail.com

970 405 9306

PLANNING COMMISSION SUMMARY

ITEM: Rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density)

FILE NUMBER: ZON2020-0005

PROJECT: 1530 4th Avenue Rezone

LOCATION: 1530 4th Avenue

APPLICANT: Harlow Homes

CASE PLANNER: Caleb Jackson, AICP | Planner II

PLANNING COMMISSION HEARING DATE: September 22, 2020

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public and shall then make a recommendation to the City Council regarding the application in the form of a finding based on the review criteria in Section 18.30.050(c)(3).

EXECUTIVE SUMMARY

The City of Greeley is considering a request by Harlow Homes to rezone the property located at 1530 4th Avenue, plus adjacent right-of-way to the centerline, from I-L (Industrial Low Intensity) to R-H (Residential High Density) (see Attachments A, B, and C).

A. REQUEST

The applicant is requesting approval of a rezone application.

B. STAFF RECOMMENDATION

Approval.

C. LOCATION

Abutting Zoning:

North: I-L (Industrial Low Intensity)

South: I-L

East: R-H (Residential High Density)

West: I-L

Surrounding Land Uses:

North: Single-Family Dwelling

South: Single-Family Dwelling

East: Single-Family Dwelling

West: Warehouse

Site Characteristics:

The site is generally flat and undeveloped. An attached sidewalk exists along 4th Avenue and the property has alley access at the rear. The subject block mirrors the greater Sunrise neighborhood with a mixture of residential and industrial uses.

D. BACKGROUND

The subject site is zoned I-L (Industrial Low Intensity) Zone District and is undeveloped. On the 1964 Zoning Map, the site was zoned R3 (Multi-Family Dwellings) which is the predecessor of the R-H (Residential High Density) Zone District. On the 1965 Zoning Map, it appears that the site had been rezoned to an industrial designation. The site is presently zoned I-L (Industrial Low Intensity) Zone District. Residential uses were allowable within industrial zones until the adoption of the 1976 Development Code. The applicant applied to establish an industrial use on the property in 2016. However, the plan was infeasible due to the limited width of the lot being unable to accommodate the required buffering of industrial uses from the neighboring residences to the north and south. The applicant is requesting to rezone to R-H with the intention of establishing a residential use on the site, which would require administrative Community Development approval if the rezone application is approved.

APPROVAL CRITERIA

Development Code Section 18.30.050 Rezoning Procedures

For the purpose of establishing and maintaining sound, stable and desirable development within the City, the rezoning of land is to be discouraged and allowed only under circumstances provided for in this Section [of the Code]. This policy is based on the opinion of the City Council that the City's zoning map is a result of a detailed and comprehensive appraisal of the City's present and future needs regarding land use allocation and other zoning considerations, and, as such, should not be amended unless to correct manifest errors or because of changed or changing conditions in a particular area of the City in general.

The review criteria found in Section 18.30.050(c)(3) of the Development Code shall be used to evaluate the zoning amendment application.

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

Staff Comment: The vision for the Sunrise area has changed over the years as the area has remained a stable residential neighborhood despite opportunities for industrial development.

The rezoning to residential is compatible and consistent with the existing neighborhood.

This request complies with this criterion.

- b) Has the existing zoning been in place for at least fifteen (15) years without substantial development resulting and does the existing zoning appear to be obsolete, given development trends?**

Staff Comment: The subject property has been zoned industrial since the mid-1960's without industrial development occurring on the property. Despite the industrial zoning, much of the Sunrise Neighborhood has remained residential and there is increasing desire to expand and there appears to be little interest in assembling smaller parcels into larger lots, which would be needed to develop the area into industrial uses. Rezoning the lot from I-L to R-H would allow the current property owners to establish a residential use on their property similar to neighboring lots. Buffering requirements between industrial and residential uses make the establishment of an industrial use allowed by the current zoning infeasible.

This request complies with this criterion.

- c) Are there clerical or technical errors to correct?**

Staff Comment: The request is not regarding the correction of clerical or technical errors.

This criterion is not applicable to this request.

- d) Are there detrimental environmental impacts, such as flood plains, inadequate drainage, slopes, unstable soils, etc., that may affect future development of this site and which may not have been considered during the original zoning of the property?**

Staff Comment: There are no known detrimental environmental conditions existing on site.

This criterion is not applicable to this request.

- e) Is the proposed rezoning necessary in order to provide land for a community related use which was not anticipated at the time of adoption of the City's Comprehensive Plan; or have the policies of the City changed to the extent that a rezoning is warranted?**

Staff Comment: The proposed rezoning is necessary in order to allow for successful development of the site. The proposed zoning would allow residential development as is found in other areas of the Sunrise Neighborhood and on adjacent properties.

The City of Greeley's Strategic Housing Plan encourages the correction of such zoning mismatches in order to promote housing choice, a variety of housing, and reinvestment in existing neighborhoods.

This request complies with this criterion.

- f) What is the potential impact of the proposed rezoning upon the immediate neighborhood and the city as a whole (including potential noise and environmental impacts, visual impacts, the provision of City services such as police, fire, water, sewer, and pedestrian systems and parks and recreational facilities)?**

Staff Comment: Existing water, sewer, police, fire, pedestrian, recreational, and park facilities adequately serve the site. Uses allowed in the R-H (Residential High Density) Zone District should not create significant adverse impacts in the area, and uses in the R-H zone typically present lower impacts than uses permitted by the existing I-L (Industrial Low Intensity) Zone District.

The proposal complies with this criterion.

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

The following City of Greeley Imagine Greeley Comprehensive Plan policies apply to this request:

Growth & City Form:

- ***GC-6.3*** *Maintain, enhance, and protect the character of established neighborhoods while recognizing the need for established neighborhoods to evolve to meet city needs.*
- ***GC-6.5*** *Monitor and address conditions that contribute to distress, disinvestment and blight in older areas of the community through neighborhood plans and their implementation.*

Staff Comment: The proposed rezone supports the conservation of existing neighborhoods by allowing reinvestment in the neighborhood. Approval of the rezone would further protect adjacent residential uses by preventing the property from redevelopment into more intense industrial uses, which could impact the character of the neighborhood and quality of life.

The proposal complies with this criterion.

h) What is the potential impact of the proposed rezoning upon an approved Zoning Suitability Plan for the property?

Staff Summary: The site can be developed suitably in the proposed zoning.

The proposal complies with this criterion.

E. PHYSICAL SITE CHARACTERISTICS

1. HAZARDS

Staff is unaware of any potential hazards that presently exist on the site.

2. WILDLIFE

The subject site is not located in an area identified for moderate or high wildlife impacts. There are no known impacts that would occur to wildlife if the site is rezoned.

3. FLOODPLAIN

The proposed rezone boundary is not located within the 100-year floodplain or floodway, according to the adopted Federal Emergency Management Administration (FEMA) flood data.

4. DRAINAGE AND EROSION

The drainage pattern is expected to follow historical patterns. Drainage patterns would be examined in greater detail through any future land use requests.

5. TRANSPORTATION

The subject property is located on 4th Avenue and has rear alley access. The site has adequate transportation infrastructure to serve potential development.

F. SERVICES

1. WATER

Water services are available in 4th Avenue and can adequately serve the subject property.

2. SANITATION

Sanitation services are available in 4th Avenue and can adequately serve the subject property.

3. EMERGENCY SERVICES

The subject site is serviced by the City of Greeley Fire and Police. The closest fire station, Fire Station #1, is located approximately three-quarters of a mile from the subject site.

4. PARKS/OPEN SPACES

No parks or regional open space areas are proposed with this rezone request. The subject site is adequately served by existing parks in the area.

5. SCHOOLS

The proposed rezone is within Greeley-Evans School District 6 and is served by existing schools. The site is within the attendance boundaries for Maplewood Elementary (1.5 miles west), Heath Middle (1.5 miles west), and Northridge High (5.5 miles west). The subject site appears to be eligible for busing for all three schools. The proposed rezone should not have any impact on the School District.

G. NEIGHBORHOOD IMPACTS

1. VISUAL

No visual impacts are anticipated with this rezone request. Any development plan application for the property would be reviewed for compliance with the City's Development Code requirements regarding visual impacts.

2. NOISE

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

H. PUBLIC NOTICE AND COMMENT

Neighborhood notices were mailed to surrounding property owners on September 4, 2020, per Development Code requirements. A sign was posted on the site on September 3, 2020. One neighbor called inquiring about the proposal and mentioned a desire not to have a large apartment building constructed at the site.

I. MINERAL ESTATE OWNER NOTIFICATION

The applicant is the mineral owner.

J. PLANNING COMMISSION RECOMMENDED MOTION

Based on the application received and the Project Summary and accompanying analysis, the Planning Commission finds that the proposed rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density) meets the applicable Development Code criteria, Sections 18.30.050(c)(3) a, b, e, f, g and h; and therefore, recommend approval of the rezone to the City Council.

ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Narrative

Attachment C – Property Boundary Map



Harlow Homes

1212 38th Avenue, Greeley CO • 80634
970.396.5225

April 30, 2020

City of Greeley Planning Dept.

Attn: Mike Garrott A.I.C.P.
Planning Manager
Mike.garrott@greeleygov.com

Project: Re-zone request of vacant lot located at approximately 1530 4th Avenue. Exact address T.B.D.
Legal: Lot 17 Hall-Morger Subdivision of Block 169 City of Greeley

Request to change zoning from I-L to Residential high Density. Lot size approximately 50x195 (see attached survey).

I, Thomas Canzona owner of Harlow Homes am requesting a change of zoning for the following reasons.

- With the current I-L zoning and the existing requirements, it is difficult to place a structure on this lot because of the limited size of the lot and the existing use of the surrounding lots.
- The land use on both properties to the north and south are residential with a I-L zoning thus there exists a conflict with use and zoning that has been there for years.
- With my request for change of zoning I would be able to comply with neighboring use with a proper zoning.
- To the east of my lot the zoning is already Residential High Density with single family residences and multi-family structures.
- Also, on the east boundary there is a paved ally. This is extremely essential to this lot because it provides for rear parking and for ease of access to the lot.
- There also exists a lack of affordable housing within the city and in particular, this area of town. Small units of approximately 650 to 900 sq. ft. weather a duplex, 3 plex or 4 plex would offer some solution to this problem.
- I have tried to submit plans for a warehouse on this lot under the current zoning, but because of the different use I was not successful.
- Since Greeley was founded, this lot has been dirt with exception of one small storage shed. The only revenue has been to the county thru taxes. Developing this lot would create revenue thru the permitting processes, increase taxes from housing, water and sewer fees, and most important available housing for people. It would appear to be of benefit to the city, county and landowner. Thus, a vacant lot would now have a definite use.
- The lot is relatively flat and run-off water would be directed to the front and rear to insure there would be no drainage problems to the neighbors.

I am hopeful that my request for a zoning change will be approved.

Thank you.
Respectfully,

Thomas Canzona
Owner of Harlow Homes

1530 4TH AVENUE REZONE
PROPERTY BOUNDARY MAP
LOT 17, HALL-MORGER SUBDIVISION OF LOT 169, CITY OF GREELEY,
PART OF THE NORTHWEST QUARTER OF SECTION 8,
TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

ZONING BOUNDARY LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 17, HALL-MORGER SUBDIVISION OF BLOCK 169, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, AND CONSIDERING THE WEST LINE OF SAID LOT 17 TO BEAR NORTH 00°02'41" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 89°57'23" WEST, AND BEING A PROLONGATION OF THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 50.00 FEET TO A POINT ON THE CENTERLINE OF THE RIGHT-OF-WAY OF 4TH AVENUE;

THENCE NORTH 00°02'41" EAST ALONG THE CENTERLINE OF THE RIGHT-OF-WAY OF SAID 4TH AVENUE, A DISTANCE OF 49.82 FEET TO A POINT BEING A 50.00' PROLONGATION OF SAID LOT 17;

THENCE NORTH 89°56'38" EAST A DISTANCE OF 251.03 FEET TO A POINT ON THE CENTERLINE OF THE ALLEY RIGHT-OF-WAY SAID POINT ALSO BEING A 10.00' PROLONGATION OF THE NORTH LINE OF SAID LOT 17;

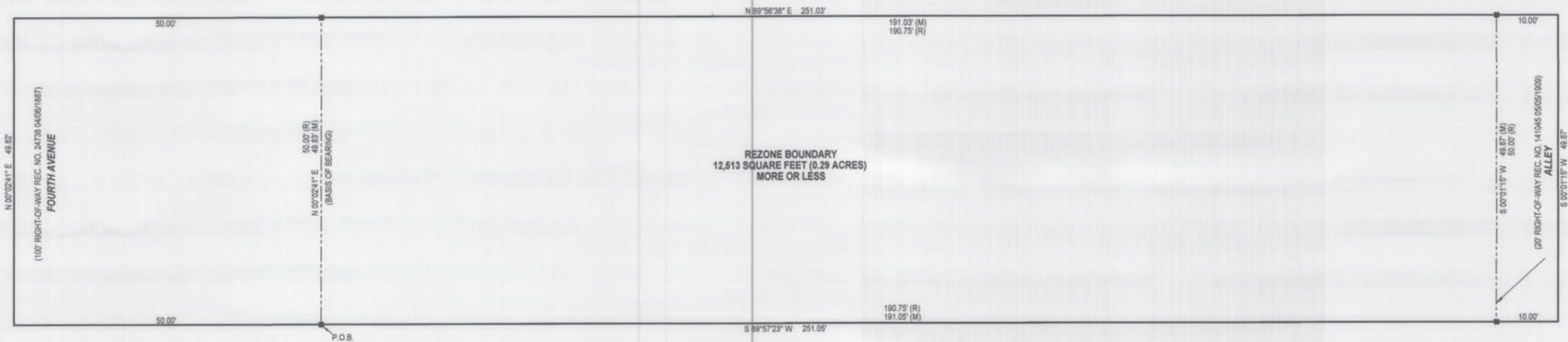
THENCE SOUTH 00°01'15" WEST ALONG THE CENTERLINE OF SAID ALLEY RIGHT-OF-WAY A DISTANCE OF 49.87 FEET TO A POINT BEING A 10.00' PROLONGATION OF THE SOUTH LINE OF SAID LOT 17;

THENCE SOUTH 89°57'23" WEST A DISTANCE OF 201.05 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 12,513 SQUARE FEET (0.29 ACRES), MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF LAND TITLE COMMITMENT FILE NO. FC25143385-2 DATED AUGUST 25, 2016, AS UPDATED BY ORDER NO. 25143380, DATED APRIL 14, 2020, AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC. TO DETERMINE TITLE OR EASEMENTS OF RECORD. THOMAS LAND SURVEYING, LLC RELIED ON SAID COMMITMENT, EXCLUSIVELY, FOR ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
5. (M) DENOTES FIELD MEASURED DISTANCES (R) DENOTES RECORDED DISTANCES PER THE PLAT OF HALL-MORGER SUBDIVISION OF BLOCK 169, CITY OF GREELEY AT RECEPTION NO. 141045 RECORDED MAY 5, 1909, WELD COUNTY RECORDS.



LEGEND

■	FOUND #4 WITH 1" YELLOW PLASTIC CAP, STAMPED THOMAS PLS 38353
—	SUBJECT BOUNDARY
- - -	RIGHT-OF-WAY

BASIS OF BEARING

THE WEST LINE OF LOT 17, HALL-MORGER SUBDIVISION OF BLOCK 169, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO IS ASSUMED TO BEAR NORTH 00°02'41" EAST, AND IS MONUMENTED AS INDICATED.

CERTIFICATE AND SEAL OF THE REGISTERED LAND SURVEYOR

I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESS OR IMPLIED.

ROBERT D. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #38353

DATE



DEVELOPER: HARLOW HOMES, LLC
C/O TOM CANZONA
3527 WEST 12TH STREET STE 104
GREELEY, COLORADO 80634

SURVEYOR: THOMAS LAND SURVEYING, LLC
2619 WEST 11TH ST. ROAD, SUITE 24
GREELEY, COLORADO 80634
970-304-0964

PROJECT: 1908.015
DRAWING: CANZONA 1530 4TH AVE
PROPERTY BOUNDARY MAP

1530 4th Avenue Rezone

ZON2020-0005

Caleb Jackson, AICP | Planner II

Background & Request

- 1964/5 Rezoned from R-3 to Industrial
- Currently Zoned I-L
- Undeveloped
- Site constraints for industrial use
- Rezone Request (ZON2020-0005)
 - Approximately .29 ac. from I-L to R-H



Surroundings



West
Zoning: I-L
Use: Warehouse

Surroundings



North
Zoning: I-L
Use: Single-Family Dwelling

Surroundings



South
Zoning: I-L
Use: Single-Family Dwelling

Surroundings



East
Zoning: R-H
Use: Single-Family Dwelling

Site Photos



Looking East

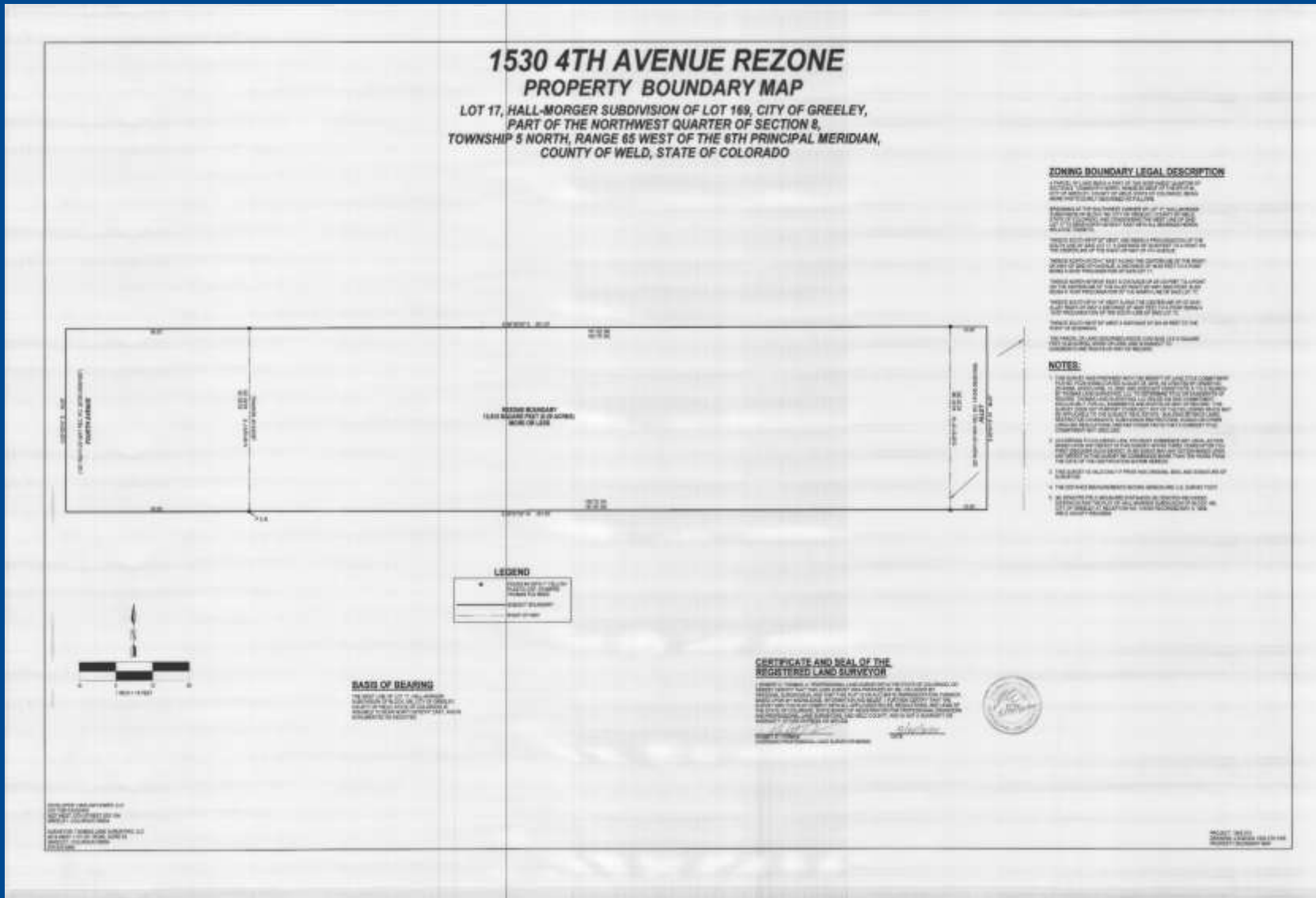
Site Photos



Looking West

Proposed Rezone

- Approximately .29 acres
- I-L to R-H



Notice & Feedback



Notice mailed to landowners within 500 feet.

One sign posted on the site.





Applicant is the mineral owner.

Two public inquiries.

Rezone Criteria

	§18.30.050
	a. Has the area changed, or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area?
	b. Has the existing zoning been in place for at least fifteen (15) years without substantial development resulting and does the existing zoning appear to be obsolete, given development trends?
N/A	c. Are there clerical or technical errors to correct?
N/A	d. Are there detrimental environmental conditions, such as flood plains, presence of irrigation ditches, inadequate drainage, slopes, unstable soils, etc., that may affect future development of this site and which may not have been considered during the original zoning of the property?

Rezone Criteria

	§18.30.050
	e. Is the proposed rezoning necessary in order to provide land for a community related use which was not anticipated at the time of adoption of the City's Comprehensive Plan; or have the policies of the City changed to the extent that a rezoning is warranted?
	f. What is the potential impact of the proposed rezoning upon the immediate neighborhood and the City as a whole (including potential noise and environmental impacts, visual impacts, the provision of City services such as police, fire, water, sewer, street and pedestrian systems and parks and recreation facilities)?
	g. Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with applicable zoning overlay requirements?
	h. What is the potential impact of the proposed rezoning upon an approved zoning suitability plan for the property?

Recommendation

- **ART Review – All comments have been addressed.**
- **Planning Commission recommends approval of the Rezone Request (ZON2020-0008)**
- ***Two motions required***

Council Agenda Summary

October 20, 2020

Agenda Item Number 22

Key Staff Contact: Benjamin Snow, Economic Health & Housing Director, 970-350-9384

Title:

Public hearing to consider the 2021 Community Development Block Grant budget

Summary:

The City is entitled to receive federal grants from the U. S. Department of Housing and Urban Development, namely the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) grant. HUD requires that recipients implement a new strategic plan every five years that details how they will prioritize federal grants during those five years. The strategic plan is part of the consolidated planning process, which serves as the framework for a community-wide dialogue that aligns housing and community development priorities with the noted federal formula grant programs.

The Council approved priorities for the 2020-2024 strategic plan in 2019 during the Consolidated Planning process. Those priorities were recommended to Council by the GURA Board of Commissioners and resulted from a Needs Assessment and Housing Market Analysis (part of the consolidated planning process). Two high priority needs were identified: greater support for the development and retention of affordable housing and support for low-moderate-income neighborhoods. It was expected that prioritizing those two needs would result in a commensurate reduction in funding for public facilities and services, which received low priority rankings. The 2020-2024 Consolidated Plan was developed based upon Council approved priorities and is available for review, if desired, on the City's website: <https://greeleygov.com/services/ehh/greeley-urban-renewal-authority>.

Implementation of the priorities and goals of the 2020-2024 Consolidated Plan started with the 2020 Action Plan, which identified the expected resources and the activities to utilize the resources during that program year. The 2021 Action Plan (Attachment E in this packet) is the 2nd year of implementing the priorities and goals of the Consolidated Plan. It becomes the application to HUD for both CDBG and HOME funds.

Annual funding requests considered by the GURA Board and recommended to Council are specific to the CDBG program. Throughout the year, the Board measures and manages HOME fund applications on behalf of the City, prioritizing projects that are consistent with the Council's priorities. HOME funds can only be used for housing programs; historically, these funds have supported new housing development with organizations such as Habitat for Humanity, Accessible Space, etc. Approval of the 2021 Action Plan does include approval of the HOME budget, as well.

The GURA Board amended the Citizen Participation Plan this year to allow for virtual meetings and public hearings, while increasing the CDBG exposure on the GURA web page and through greater distribution of Plans and notices to the public. Input from the Citizens Committee for Community Development (CCCD) was still solicited and received. Input was also solicited from non-profit partners working with low-moderate-income persons and (particularly) residents from low-moderate-income neighborhoods, and all (CCCD, GURA Board, non-profit partners) were encouraged to share the Plans and notices with others.

Specific to the 2021 Action Plan applications, the Citizen's Committee for Community Development, a volunteer advisory group to the Greeley Urban Renewal Authority, reviewed applications and submitted comments/recommendations via email. On August 12, 2020, the GURA Board met to review applications and formulate its budget recommendation for Council, which included a public hearing. Council's October 6, 2020 meeting also includes a public hearing. A 30-day public comment period on the 2021 Action Plan was held August 13, 2020-September 15, 2020.

While the City is required to develop its proposed annual action plan by November of each year, the exact amount of 2021 CDBG funding will not be known until congressional action in 2021. Based upon experience, the funding will be confirmed and available by approximately June 2021, so as has been the practice, staff projected a level of funding that is an average of the funding received during the previous five years (\$840,000 for CDBG; \$300,000 for HOME). Program income and any prior years' unused grant funds are also a part of the proposed budget. If the 2021 allocation is more or less than expected, the GURA Board recommends that adjustments occur within the Redevelopment District Infrastructure budget line item, which has the greatest flexibility in project scope.

The GURA Board recommended funding at some level for all applications received. Due to the COVID-19 pandemic and the increased work our area non-profits have taken on to help Greeley's low-moderate-income residents, the Board approved staff's recommendation to continue support of the public service applications (rather than starting to reduce the number/amount of funding to move toward brick-and-mortar-type activities) for the 2021 year. The Board's funding recommendation reflect those activities that they felt best met federal CDBG criteria and local priorities, carefully weighing each request against the adopted priorities, the merits of the applicant's requests, and input from its citizen advisory group. Applicants were available on the Board's Zoom meeting to address Board questions and/or concerns. Other than the applicants, there was no one from the public in attendance at the budget public hearing. The enclosed funding recommendation from the GURA Board was consensus driven.

In addition to the information provided in the Consolidated Plan packet, supporting documents submitted with the applications are available upon request. That material includes such things as by-laws, audited financial statements, organizational charts, etc.

The 2021 Action Plan draft is posted on the City's website (web site address previously noted). Any changes that Council recommends will be made to this document prior to submittal to HUD. Significant changes (changes in funding, changes in agencies

receiving funding, etc.) will result in a second 30-public comment period held after Council's formal approval of the budget on October 20, 2020.

Staff will provide a brief overview of the applications received and recommendations for the 2021 CDBG budget.

Decision Options:

1. Approve the CDBG budget and Consolidated Plan as presented; or
2. Amend the CDBG budget and Consolidated Plan and adopt as amended; or
3. Continue consideration of the items to the next regular Council meeting.

Council's Recommended Action:

A motion to accept the recommendation of the Greeley Urban Renewal Authority and approve the CDBG budget as presented.

Attachments:

CDBG Packet
PowerPoint

Annual Funding Applications and Recommendations



Department of Housing & Urban Development's *Community Development Block Grant (CDBG)*

Program Year 2021

Prepared for
Greeley City Council



TABLE OF CONTENTS

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

Tuesday, September 22, 2020

COPY OF POWER POINT PRESENTATION

REFERENCE MATERIALS – Attachment A-C

- A. 2020-2024 Priorities and Other Considerations
- B. Budget Projections – Five-year Projected, 1st Year (2020) Actual, 2nd year (2021) Recommended
- C. Overview of Funding Requests and Recommendations

BUDGETS & PROPOSED RESOLUTION – Attachments D-G

- D. GURA Board Resolution for CDBG funding recommendations & proposed budget
- E. 2021 Action Plan Draft
- F. Proposed Budget for CDBG Program Year 2021
- G. GURA Board Minutes from August 12, 2020

PROGRAM YEAR 2021 APPLICATIONS (first page of application only)

SUPPORTING DOCUMENTS AVAILABLE FOR REVIEW – More detailed information on applications including the entire application, management resumes, audits, brochures, By-Laws, Articles of Incorporation, etc. is available for review at the GURA office prior to the meeting upon request. A brief description of each application can be found on the Overview-Attachment A.

- H. Redevelopment District Map

***** Applicants *****

Priority 1 – Support efforts to preserve, maintain, and provide affordable housing

- | | |
|-------------------------------|--|
| 1. GURA | TBD affordable housing activity |
| 2. GURA | Single-family housing rehab loan program (no application) |
| 3. GURA | Single-family housing rehab grant program |
| 4. United Way | Coordinated Assessment & Housing Placement System (public service) |
| 5. Greeley Transitional House | Housing case manager (public service) |

Priority 2 – Support efforts to revitalize neighborhoods of the Redevelopment District

- | | |
|-----------------|---|
| 6. Public Works | Phase V infrastructure improvements in Redevelopment District |
| 7. Public Works | Phase III alley reconstruction |
| 8. Forestry | Parkway tree planting in Redevelopment District |
| 9. Public Works | Clean-up weekend |

Priority 3 – Support non-housing-specific public services that assist homeless, low-moderate-income, underserved, and special needs residents

- | | |
|-------------------------------------|---|
| 10. North Colorado Health Alliance | Community Action Collaborative support |
| 11. No. CO Veterans Resource Center | Peer Navigation support |
| 12. Senior Resource Services | Transportation service for 60+ |
| 13. United Way | Cold weather shelter |
| 14. Catholic Charities | Case management support at Guadalupe Community Center |

Administration No application

COMMUNITY DEVELOPMENT BLOCK GRANT

Proposed Activities and Budget
2021



CDBG AT WORK IN GREELEY



Infrastructure Activities

- **Phase IV-Curb, gutter, sidewalks, ramps ADA compliancy, other project costs**
 - **Maplewood Neighborhood**
- **Phase III-Alley reconstruction**
 - **Also in Maplewood Neighborhood**
- **Parkway Tree Planting**
 - **Redevelopment District**
 - **305 trees since 2012**



CDBG AT WORK IN GREELEY



GURA

- Single-family housing rehab loans
- Grants for those unable to financially repay loan

Clean-up Weekend

- Moved to October 2020



CDBG AT WORK IN GREELEY



Assist Non-Profits' Work with LMI

- Catholic Charities-Guadalupe Community Center-Case Management
- Greeley Transitional House-Housing Case Management
- North Colorado Health Alliance-Community Action Collaborative
- Senior Resource Services-60+ Transportation Services

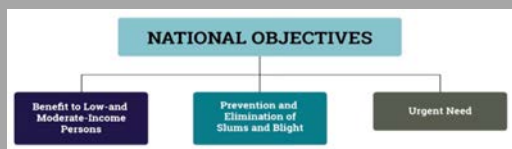


APPLICATION ELIGIBILITY

NATIONAL OBJECTIVES
PRIORITIES
OTHER CONSIDERATIONS



NATIONAL OBJECTIVES



Assistance to low- moderate-income residents

- 70% of grant minimum

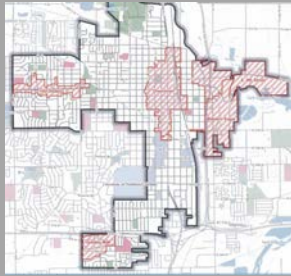
Prevent and Eliminate Slum-Blight

Urgent Need (Assistance in an emergency)

- CDBG-CV - \$493,277 to prepare for, prevent, and respond to the COVID-19 pandemic



CONSOLIDATED PLAN PRIORITIES



HIGH PRIORITIES

- Preserve, maintain, and provide access to affordable housing for homeless, low-moderate-income, underserved, and/or special needs residents, including housing-related public services
- Revitalize neighborhoods of the Redevelopment District



PRIORITIES CONTINUED



LOW PRIORITIES

- Support public facilities that serve the homeless, low- moderate-income, underserved, and/or special needs residents OR low- moderate-income neighborhoods
- Support non-housing public services that assist homeless, low- moderate-income, underserved, and special needs residents



OTHER CONSIDERATIONS



ECONOMIC HEALTH
& HOUSING

- Emphasis on projects that support affordable housing or that are of a capital nature
- Reduce focus on support of public facilities and services not specific to housing
- Expect greater financial support from non-profit agencies for public facility and service activities, increased collaboration, and collective impact
- Continued support of public services during COVID-19



CDBG 2021 2nd Year of 2020-2024 Consolidated Plan

Applications



Affordable Housing

GURA application - Placeholder for future applications or RFP responses

- Multi-family housing
- Acquisition or infrastructure support (SF/MF)
- Cannot be used for construction costs
- TBD Project(s)
- Supports City's Strategic Housing Plan

Request - \$200,000 (potential to leverage other TBD funds)



Affordable Housing

Single-Family Housing Rehab Program

- Loans for qualified LMI households for energy efficiency improvements, to address code compliancy issues, etc.

Request - \$137,081 RLF

- Grants provided to qualified LMI households unable to support a loan payment for ramps, water heaters, furnace repair, etc.

Request - \$10,000 (100% of cost)



Affordable Housing

Housing-specific Public Services

- **United Way - Coordinated Assessment and Housing Placement System (CAHPS)**
 - Weld and Larimer collaboration to locate homeless, assess for vulnerability, and house

Request - \$15,000

- **Greeley Transitional House**
 - Housing case manager support

Request - \$10,000



Neighborhoods

- **Redevelopment District Infrastructure Phase V**
 - Maplewood neighborhood

Request - \$500,000

- **Phase III Alley Reconstruction**
 - 10-12 alleys in TBD Redevelopment District

Request - \$150,000

- **Tree Planting**

Request - \$20,000

- **Clean-up Weekend**

Request - \$15,000



Non-Housing Services

- **North Colorado Health Alliance**
 - Community Action Collaborative; partnership with NCHA, Greeley Fire, North Range Behavioral Health; Non-emergency calls to 911 response**Request \$30,000**
- **Northern Colorado Veterans Resource Center**
 - Peer Navigation Program additional part time staff**Request \$25,000**
- **Senior Resource Services (60+ Ride)**
 - Transportation services for elderly**Request \$20,000**



Non-Housing Services

- **United Way – Cold Weather Shelter**
 - At Housing Navigation Center; November-March**Request \$20,000**
- **Catholic Charities**
 - Case Management Support at Guadalupe Community Center**Request \$15,000**

**CATHOLIC
CHARITIES**
ARCHDIOCESE OF DENVER



2021 SUMMARY-RECOMMENDED

Applicant/Request	Request	Recommend	Project Mgt. *	Total Funding
City-GURA-Grant Administration	\$ 168,000	\$ 168,000		\$ 168,000
PRIORITY – AFFORDABLE HOUSING				
City-GURA-TBD Affordable Housing Activity(ies)	200,000	235,000		235,000
City-GURA-SF Housing Rehabilitation Loans	137,081	137,081		137,081
City-GURA-SF Housing Rehabilitation Grants	10,000	10,000		10,000
Agency-Public Service-United Way-CAHPS **	15,000	10,000		10,000
Agency-Public Service-Greeley Trans. House Housing Case Mgr. **	10,000	10,000		10,000
PRIORITY – NEIGHBORHOOD REVITALIZATION				
City-Public Works-Public Improvements	500,000	278,360	8,500	286,860
City-Public Works-Alley Reconstruction	150,000	150,000	1,500	151,500
City-CPR/Forestry-Parkway Tree Planting	20,000	20,000	500	20,500
City-Public Works-Clean-up Weekend **	15,000	15,000		15,000
PRIORITY – PUBLIC SERVICE ACTIVITIES				
North Colorado Health Alliance-Action Collaborative **	30,000	15,000		15,000
Northern Colorado Veterans Resource Center **	25,000	10,000		10,000
Senior Resource Services-Transportation for 60+ **	20,000	10,000		10,000
United Way-Cold Weather Shelter **	20,000	20,000		20,000
Catholic Charities-Guadalupe Case Management **	15,000	10,000		10,000
TOTALS	\$1,355,581	\$1,098,441	\$10,500	\$1,108,941
ANTICIPATED GRANT				\$840,000
PROGRAM INCOME and REVOLVING LOAN FUNDS				\$268,441
PRIOR YEAR GRANT AVAILABLE				\$500



NOTES – COUNCIL APPROVAL TO INCLUDE

- *GURA's project management noted with activities will float where most needed; unused becomes available next grant year.
- Administration will be 20% of the grant award (cannot exceed 20%).
- **Public Service percentage, if funded as shown and grant is \$840,000, 11.9% (maximum allowed under grant = 15%); awards will reduce if percentage exceeds 15% of the actual award.
- If grant, program income, prior year grant funds, or changes to applications requests are greater/lesser than projected, adjustment to occur within infrastructure (sidewalks) activity.
- Pre-award expenditures up to \$300,000 may be incurred for activities that need start dates before HUD grants are received.
- GURA can make changes to the activities shown by up to 10% of the grant without initiating a new citizen participation process, which includes Board recommendation and Council approval.



2020-2024 PRIORITIES and OTHER CONSIDERATIONS

HIGH PRIORITY

Support efforts to preserve, maintain, and provide access to affordable housing for homeless, low- moderate-income, underserved, and/or special needs residents. For example:

- Extend the useful life of existing affordable housing through rehabilitation loans, emergency repair grants, and weatherization programs (single-family, multi-family owned by non-profit agencies or the Greeley Housing Authority)
- Acquisition of property for new multi- or single-family development or for rehabilitation of existing structure to housing
- Infrastructure support of new multi- or single-family development
- Support for Habitat for Humanity
- Support organizations providing a public service that is directly related to housing (new or substantial increase to the number of persons benefiting from the service; service provides a collective impact)
- Support efforts to Affirmatively Further Fair Housing

Support efforts to revitalize neighborhoods of the Redevelopment District. For example:

- Install new or replace unsafe infrastructure, including curb and gutter, ramps, sidewalks, and street lights
- Reconstruct gravel alleys
- Plant trees in parkways
- Support the annual clean-up weekend and/or other activities that promote good property conditions

LOW PRIORITY

Support public facilities that serve the homeless, low- moderate-income, underserved, and/or special needs residents OR low- moderate-income neighborhoods.

Other Considerations

- No funding for maintenance/cosmetic improvements; facility improvements **will increase the number of LMI persons served; CDBG provides no more than 25% of project cost;** or the facility is located in LMI neighborhood and utilized by the residents of the neighborhood (generally City facilities)

Support public services that assist homeless, low- moderate-income, underserved, and special needs residents.

Other Considerations

- The service is new and addresses a clearly demonstrated need or gap in available service; **has 75% financial support other than CDBG; needs funding for a maximum of three years of CDBG support;** is not substantially similar to another service in the community or is provided by a collaborative effort
- Reduced amount available to public services; HUD allows 15% of grant annually, target a lesser percentage

CDBG - FIVE YEAR and FIRST TWO YEAR'S BUDGET PROJECTIONS

	5-Year Projections	Year 1 Actual Action Plan Budget	Year 2 Recommended	Suggested Board Limitations
ESTIMATED RESOURCES				
Estimated grants (five years)	4,200,000	838,525	840,000	
80% available to activities	3,360,000	670,820	672,000	
20% administration	840,000	167,705	168,000	
Rehab RLF (\$30,000/year) plus payoffs - 2021 estimate	345,000	30,000	30,000	
Existing Rehab balance at 7/1/20	145,074	62,034	87,581	
Projected additional Rehab RLF 2020 receipts	30,000		19,500	
HAPP PI-CDBG (\$35,000/year) - 2021 est	175,000	35,000	35,000	
Existing HAPP funds balance	54,068	125,754	77,860	
Projected HAPP remainder of 2020 receipts	35,000	4,000	17,500	
Program income not allocated from royalties		152,703	0	
Other program income 2021 estimate	5,000	1,000	1,000	
Grant funds available from under budget activities	108,000	167,544	500	
Grant funds not expended-Acquisition unallocated	30,000			
ESTIMATED RESOURCES	5,127,142	1,416,559	1,108,941	

ESTIMATED EXPENDITURES				
Administration				
20% annually	-840,000	-168,000	-168,000	
Housing				
Housing rehab admin	-80,000	0	0	
Rehab loans - SF (\$23,000 per rehab) 3/year	-520,074	-244,074	-137,081	
Rehab grants (\$3,000 per grant - 3 per year)	-36,000	0	-10,000	
Property acquired for housing-single family	-200,000	-40,000	-40,000	
Infrastructure support for single-family				
Property acquired for housing-multi-family	-794,568	-214,568	-145,000	
Infrastructure support for multi-family				
Rehab loans - multi-family	-250,000	-50,000	-50,000	
Support public services related to housing	-120,000	-20,000	-20,000	25,000
Total Housing		-568,642	-402,081	

Improvements to neighborhoods in Redevelopment District				
Installation of curb, gutter, sidewalks, drainage, etc.	-1,021,000	-365,000	-286,860	
Alley reconstruction (\$100,000/year)	-555,000	-155,000	-151,500	
Street lights (\$75,000 per year)	-300,000	0	0	
Parkway trees (\$15,000/year)	-80,500	-20,500	-20,500	
Clean-up events (public service-\$15,000/year)	-75,000	-15,000	-15,000	
Total Neighborhood Improvements		-555,500	-473,860	

Assist public facilities				
Public facilities (\$30,000/year)	-120,000	0	0	30,000

Assist public service activities				
Public service other than housing (\$20,000/year)	-135,000	-55,000	-65,000	20,000

ESTIMATED EXPENDITURES	-5,127,142	-1,347,142	-1,108,941	
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CDBG applications received - 2021 program year

	Requested	CDBG %	GURA Management	Recommended	
ADMINISTRATION					
Administration (GURA Staff)	168,000	100.0%		168,000	General program administration.
TOTAL ADMINISTRATION	168,000			168,000	
Application reviews are by 2020-2024 Council-approved priorities. Priority 1 and 2 are HIGH priorities; Priority 3 is a LOW priority. (There were no applications for assistance to public facilities.) Minimal information is provided here. Please refer to the application for detailed information.					
PRIORITY 1 - Support efforts to preserve, maintain, and provide affordable housing					
GURA Affordable Housing (TBD. May include acquisition, MF rehab, infrastructure support, etc.)	200,000	100.0%		235,000	This request would hold the place for a TBD affordable housing project or projects. Once a budget is approved, GURA would issue a Request for Proposals or initiate a "mini-application" for developers to request use of the funding. Budget adjustments would be within this activity (+/-).
GURA Continuation of Housing Rehab Loan Program (RLF funding only)	137,081	100.0%		137,081	Anticipated revolving loan funds to continue the single-family housing rehab loan program.
GURA Continuation of Housing Rehab Grant Program	10,000	100.0%		10,000	This request would continue the Housing Rehab Grant Program. Small, one-time grants are available to single-family homeowners with no means to repay a loan. Typically, requests are for ramps for accessibility, water heater, and furnaces.
United Way Coordinated Assessment and Housing Placement System (CAHPS) (Public Service)	15,000	18.0%		10,000	CAHPS is a regional effort that works to house the homeless through assessment, assistance, and housing assignments. Because this is a regional effort, benefit to Greeley would need to be demonstrated.
Greeley Transitional House Housing Case Management Support (Public Service)	10,000	23.0%		10,000	Continued support for the housing case manager. An estimated 300 shelter residents will receive the service. Funding provided annually since 2015 for this activity.
TOTAL HOUSING ACTIVITIES	372,081		0	402,081	

Priority 2 - Support efforts to revitalize neighborhoods of the Redevelopment District					
Public Works Infrastructure Phase V Sidewalks/Ramps	500,000	100.0%	8,500	278,360	Installation of sidewalks (including ramps), curbs, gutters, and other associated infrastructure in Redevelopment District, locations TBD, but as mapped. This activity has been funded for the past four years.
Public Works Infrastructure-Alley reconstruction Phase III	150,000	75.0%	1,500	150,000	Reconstruction of approximately 12 alleys in the Redevelopment District with Recycled Asphalt Millings; expected life span is 10-12 years, with a cost of \$12,000-\$15,000 per alley. This would continue this infrastructure activity for a third year.
Forestry Infrastructure-Parkway Tree Planting	20,000	87.0%	500	20,000	Purchase/plant trees in Redevelopment District parkways. Since 2012, CDBG has funded 305 trees on 204 properties. This is the 2nd year of a \$20,000 request (vs. \$15,000 the other years.)
Public Works Clean-up weekend (Public service)	15,000	20.0%	0	15,000	Continuation of the annual clean-up weekend support. No clean-up weekend yet in 2020.
TOTAL NEIGHBORHOOD ACTIVITIES	685,000		10,500	463,360	246

PRIORITY 3 - Support public services that assist homeless, low- moderate-income, underserved, and special needs residents

North Colorado Health Alliance Community Action Collaborative	30,000	50.0%		15,000	Continuation of support for the Community Action Collaborative, providing diversion for non-emergent 911 calls. An estimated 500 unduplicated persons will receive the service annually. CDBG funds have been received since 2017.
Northern Colorado Veterans Services Peer Navigation Program	25,000	45.0%		10,000	This request is to increase the number of Veterans supported by the NCVRC's peer navigator program. The program connects at-risk, largely impoverished veterans with resources to achieve productive civilian lives, connecting them with employment opportunities, mental and physical health services, housing support, educational options, etc. First time applicant.
Senior Resource Services 60+ Ride Transportation Program	20,000	14.0%		10,000	Funds would assist with costs of providing transportation to seniors over age 60. It is estimated that 250 seniors will be provided with the service. This would be the third year of CDBG funding.
United Way Cold Weather Shelter	20,000	8.0%		20,000	Continued support of the cold weather shelter 2020-2021 winter season). An estimated 596 will utilize the shelter. Funding was provided for 2016-2017, 2017-2018 and 2019-2020 cold weather seasons. City paid the five-year building lease.
Catholic Charities Guadalupe Community Center Case Management Support	15,000	21.0%		10,000	Continued support of the case management services provided at Guadalupe Community Center. Estimates are that 600 (unduplicated) persons will receive the case management service. This activity has received CDBG funding since 2016.
TOTAL PUBLIC SERVICE ACTIVITIES	110,000		0	65,000	
TOTALS	1,335,081		10,500	1,098,441	

ESTIMATED RESOURCES

Projected grant amount	840,000
Projected Program Income	131,360
SF Rehab Revolving Loan Funds (would only fund the Rehab Loan Program)	137,081
Projected unallocated prior years	500
Total estimated resources	1,108,941

*Program income could increase if NSP3 closes (approximately \$40,000) and if closed HAPP has loan payoffs.

*Public service % (as recommended) -11.9%.

*Administration to increase/decrease to full 20% of grant.

*If funding is more or less than expected, adjustments to the budget would be made within the sidewalks infrastructure activity.

*2017 grant - \$798,743; 2018 grant - \$860,863; 2019 grant - \$824,255; 2020 grant - \$838,525

GREELEY URBAN RENEWAL AUTHORITY

**RESOLUTION No. 1
SERIES 2020**

**RESOLUTION RECOMMENDING APPROVAL OF PROPOSED
COMMUNITY DEVELOPMENT BLOCK GRANT and
HOME INVESTMENT PARTNERSHIP PROGRAM BUDGETS
FOR 2021, AS AN ANNUAL COMPONENT OF THE CONSOLIDATED PLAN**

WHEREAS, the City of Greeley is eligible to participate in the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs, initiatives of the Federal Department of Housing and Urban Development; and

WHEREAS, an application for assistance from the program requires the preparation and adoption of a 5-year Consolidated Plan for the use of funds and then annual "Action Plans" that identify the needs of low- and moderate-income families and the funds needed to address them; and

WHEREAS, the City of Greeley is entitled to apply for approximately \$840,000 in CDBG and \$300,000 in HOME for the 2021 Annual Year; and

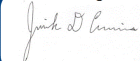
WHEREAS, after receiving appropriate citizen input and public participation for the CDBG program and review of the HOME budget within the 2021 Action Plan, budgets have been devised that identifies specific activities to be undertaken in 2021, and the funds recommended for each;

NOW, THEREFORE, BE IT RESOLVED by the Greeley Urban Renewal Authority that the attached CDBG and HOME 2021 program budgets are recommended for adoption in order to address the community development needs identified in the City's Consolidated Plan.

Signed and approved this 12th day of August 2021.

**GREELEY URBAN
RENEWAL AUTHORITY**

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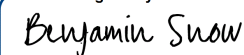
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Jediah Cummins – Board Chair

ATTEST:

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8/13/2020

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Benjamin L. Snow – Secretary

2021

ANNUAL ACTION PLAN

**Community Development Block Grant
HOME Investment Partnership Grant**

Second Year of the 2020-2024 Consolidated Plan



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Action Plan for Year 2021

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Greeley (the City) is an annual recipient of the Community Development Block Grant (CDBG) and HOME Partnership Investment Program (HOME) grant from the U. S. Department of Housing and Urban Development (HUD). These grants assist the City in matters of community development and affordable housing, primarily to the benefit of low- moderate-income (LMI) residents and neighborhoods of the City.

The Annual Action Plan is the City's application to HUD for those grants, with the 2021 Action Plan representing the second year's work program under the 2020-2024 Consolidated Plan. It reemphasizes the goals established in the Consolidated Plan and states how the City will progress in those goals in 2021. The Consolidated Plan estimated annual awards of \$840,000 (CDBG) and \$300,000 (HOME), which will be utilized in budget planning until notification of actual grant awards, probably spring 2021.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Council approved activities that continue to support the highest priorities of the 2020-2024 Consolidated Plan: Support for affordable housing and neighborhood revitalization. Objectives are briefly described below; more detail on outcomes is available in Section AP20.

Affordable housing support will include continuation of two housing rehab programs – the loan program and grant program. Additionally, staff will continue to look for other affordable housing opportunities, such as a multi-family rehab project, an acquisition of existing housing or vacant land for a new development, and/or a housing development proposal in which federal funds could be utilized. In addition to single-family housing rehab and working with developers of new multi-family housing, housing objectives include providing support to owners of multi-family developments through the availability of funds for rehab and support for ownership opportunities for low-income households.

Continuing to support low-moderate-income areas through improvements to infrastructure is the second it the high priority objective. Outcomes will include infrastructure where there is none and removal and replacement of substandard infrastructure.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City's 2020-2024 Consolidated Plan and first year Action Plan (2020) were reviewed and accepted by HUD-Denver in April 2020; the 2019 Consolidated Annual Performance and Evaluation Review was approved in June 2020. It was determined by HUD reviewers, based solely on information contained in the CAPER, that the City was administering its programs in a manner consistent with the applicable regulatory requirements. Additionally, in the most recent review from HUD's Region VIII Fair Housing and Equal Opportunity Division, the City received a Low Risk rating with regard to issues of fair housing.

A number of CDBG and HOME activities were monitored by the City's Community Planning and Development Representative from HUD-Denver in February 2020, which identified findings and concerns within activity administration. The City worked during the summer and fall of 2020 to remedy the issues found during the monitoring and to make program, project, and administrative changes to better the programs and activities of the federal CDBG And HOME grant programs.

The City met its timeliness requirement (no more than 1.5x the annual grant at October 31st) in 2018 and 2019, and is successfully implementing the activities of the 2020 Action Plan. It expects to meet the 2020 timeliness requirement, as well.

More than past performance, it has been input from the City staff, local non-profit agencies serving the City's low- moderate-income residents and neighborhoods, and citizens themselves that has driven the choice and implementation of goals and projects. However, the GURA Board and members of the Committee for Community Development have recommended a reduction in the number of public services supported and a move back to a CDBG program that is more oriented to construction and activities of a capital nature, with a priority on the development and maintenance of affordable housing. Additionally, when considering public facility activities, applicants proposing that a majority of funding come from other than CDBG sources will be given priority.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

In person neighborhood meetings were not held during 2020 due to health and safety concerns due to the COVID-19 pandemic. Rather, the City shared information online on the GURA website, distributed information via its institutional structure, and provided information to Board and Committee members to share at will. The public was invited to call or email GURA staff with questions, more detailed information, or comments. Information on the CDBG program was provided in English and Spanish.

Two required public hearings were held; the first during the planning process (on August 12, 2020 at the meeting of the GURA Board, where activities/budget recommendations for City Council were formulated), and the second on October 6, 2020 at the City Council meeting to approve the 2021 budget. The GURA

Board of Commissioners (via GURA staff) made its activities/budget recommendations to the City Council at Council's September 22, 2020 Work Session. The formal public comment period was held between August 13, 2020 and September 15, 2020.

Public notices were placed in the *Greeley Tribune* in both English and Spanish. The draft Action Plan was on the City's website with notifications of its availability sent to the Greeley Housing Authority, Divisions and Departments within the City, and the City's non-profit partners.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The Citizens Committee for Community Development did not meet in person, but was rather provided the applications for review and comment. This Committee is small in numbers, but highly supportive of and an advocate for the needs of the low-moderate-income neighborhoods in Greeley. Comments/observations from three of the members follow:

- Committee member #1 – The applications most recommended for 2021 funding: Housing Rehab Emergency Grants, Clean-up Weekend, Cold Weather Shelter, Northern Colorado Veterans Service Center, and Greeley Transitional House. The activities with a low priority to receive funding: Parkway Tree Planting, and Coordinated Assessment and Housing Placement System (CAHPS).
- Committee member #2 made no comments or rankings, but noted that all activities with applications should be funded (North Colorado Health Alliance and Northern Colorado Veterans Services applications had not yet been received). Reductions in the applied for amounts were within the Redevelopment Infrastructure (sidewalks and alley reconstruction). All other activities had a recommendation to fund at the level requested.
- Committee member #3 commented that the public services activities at Greeley Transitional House, Northern Colorado Veterans Service Center, and Guadalupe Community Center would “fall to the bottom of the list”. This member noted recommendations from prior years to move toward more brick-and-mortar-type activities and affordable housing and away from public service-type activities. The highest priority for this member was to continue funding for parkway tree plantings, alley reconstruction, and the annual clean-up weekend. Other observations:
 - The CAHPS program makes sense, as it takes a broader, regional view when trying to deal with homelessness.
 - The 60+ Ride program probably does help keep elderly people in their homes longer; in support of that activity.
 - This member still feels like putting funds to neighborhood revitalization and housing rehab is preferable to supporting public services.

6. Summary of comments or views not accepted and the reasons for not accepting them

While some members of the Citizens Committee for Community Development preferred that capital projects and affordable housing continue to be supported in higher priority than public services, the GURA Board felt that due to the unprecedented circumstances of the COVID-19 pandemic, public services be supported in greater percentage during 2021 than might have been recommended if the pandemic was not ongoing.

7. Summary

The City's competitive application process for CDBG funds started June 1, 2020. Departments and Divisions of the City and agencies serving the low- moderate-income population were encouraged to apply. Each activity chosen for 2021 implementation met a priority of the Consolidated Plan and will help meet the goals identified in the Consolidated Plan. The Action Plan will be ready to submit to HUD by the regulatory deadline of November 15, 2020; however, it is expected that HUD will require it to be held for submittal until grant awards are posted in (generally) spring 2021.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	GREELEY	Greeley Urban Renewal Authority
CDBG Administrator	GREELEY	Greeley Urban Renewal Authority
HOME Administrator	GREELEY	Greeley Urban Renewal Authority

Table 1 – Responsible Agencies

Narrative (optional)

The Greeley Urban Renewal Authority (GURA), a division of the Economic Health and Housing Department, administers both the CDBG and HOME programs for the City under an intergovernmental agreement. In addition to general administrative oversight of the grants, responsibilities include project and activity implementation and compliance with crosscutting requirements. The City's Finance Department works with GURA to ensure proper expenditure of and draws on the CDBG and HOME funds, and the Purchasing Division provides assistance with bidding, contracts, and procurement.

GURA consists of a seven-member Board of Commissioners appointed by the City Council. The Board sets policy, makes budget recommendations to the Council through the annual competitive process (CDBG), and reviews and approves applications for HOME funds. GURA staff includes a Manager, Grant Specialist, and Senior Administrative Specialist, with oversight by the Economic Health and Housing Director.

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Greeley is a relatively small city, with a population estimated at 108,649 residents (July 1, 2019 U. S. Census QuickFacts). As such, City staff working with the HUD grants are aware of and frequently are in contact with its community partners working with low-moderate-income residents. Consulting is not just done annually, but throughout the year as ideas are shared and solutions sought.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City restructured departments to add the Economic Health and Housing Department in 2019. The Greeley Urban Renewal Authority, administrator of the federal grants, is a Division of this department. This Department will implement much of the City’s new Strategic Housing Plan, which may involve many types of housing providers. Staff of the Urban Renewal Authority participate in community committees with membership that spans a variety of agencies and focuses, including the Northern Colorado Continuum of Care, which serves both Weld and Larimer Counties. The City was also active in implementing Weld’s Way Home, the County’s strategic plan to address homelessness. City Boards include the Housing Authority, the Commission on Disabilities, and the Youth Commission, which convene to discuss the areas of focus for each Commission.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Weld and Larimer Counties separated from the Balance of State Continuum of Care in early 2020, forming a new Colorado Continuum of Care that serves those two counties only. This area of Northern Colorado has seen significant growth since the formation of the original Continuums, and it was felt that the homelessness in the two counties could best be addressed by a Continuum representative of only this region.

Greeley, Loveland, and Fort Collins have worked regionally on homelessness for a number of years, including collaboration on the annual Point-in-Time Count and the Coordinated Assessment and Housing Placement System (CAHPS) program. The CAHPS system includes a “by name list” for housing, which then gives priority to those most vulnerable. The Northern Colorado Continuum of care has members from non-profit agencies, housing providers, citizens, the school districts, and government.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Performance standards, standards for the evaluation of projects, funding policies, and procedures for the operation and administration of HMIS were all part of the documents needed to become and operate as a new continuum of care. A GURA staff member represents the City of Greeley as a member of both the Governing Board and the Continuum’s general membership. The Northern Colorado Continuum of Care Governing Board will sub-grant ESG Homeless Prevention and Rapid Rehousing dollars, on behalf of the Colorado Department of Local Affairs, Division of Housing. The City itself does not receive an allocation of ESG funds.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Agency/Group/ Organization	Type	Funded 2020-2024
A Woman's Place	Domestic violence shelter	
Boys & Girls Club	Services for children and youth	
City – Forestry Program	Self-explanatory	Yes
City – Streets	Self-explanatory	Yes
City of Greeley – Public Works	Self-explanatory	Yes
Connections for Independent Living	Services and advocacy – disabilities	
Greeley Center for Independence (Adeo)	Housing and services - disabilities	
Greeley Housing Authority	Housing Authority	
Greeley Transitional House	Shelter, transitional housing, services-families	Yes
Guadalupe Community Center (Catholic Charities)	Shelter and services-homeless	Yes
Habitat for Humanity	Affordable for-sale housing developer	Yes
Life Stories	Services-children; Child Welfare Agency	
Northern Colorado Health Alliance – Community Action Collaborative	Services-health; Health Agency	Yes
Northern CO Veterans Resource Center	Veterans services	Recommend
North Range Behavioral Health	Housing and services - mental disabilities	
Senior Resource Services	Services-elderly	Yes
The Salvation Army	Services for homeless and other in need	
United Way – Cold Weather Shelter, Welds Way Home, & Northern Colorado Continuum of Care	Shelter & services for homeless	Yes
Weld County Department of Health & Environment	County-wide health/ environment	

Table 2 – Agencies, groups, organizations who participated

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?

The above agencies were consulted in detail during the formation of the 2020-2024 Consolidated Plan. In years following that, consultation is by outreach at the start of the Action Plan planning process to determine interest in applying for the Plan's funding and for information, as applicable, to assist with the completion of the Plan. GURA staff has long-standing relationships with most of the City's non-profit agencies serving its low-moderate-income population and is continually available for consultation and recommendations surrounding the federal funds it administers.

Identify any Agency Types not consulted and provide rationale for not consulting

The agencies in the table below were provided with an opportunity for one-on-one consultation during the formation of the 2020-2024 Consolidated Plan and did not respond to meeting requests. The

agencies are considered good community partners and resources for the City and, if/when needed, will be consulted.

Agency	Focus
Catholic Charities	Farm labor and migrant housing
Sunrise Health	Low-income health care
Weld County Human Services	Social services
Weld County School District Six	Education

Table 3 – Agencies, groups, organizations who did not participate

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Northern Colorado Continuum of Care	The goal for the housing of all people is the overlapping goal of the Continuum and is a goal of the City's Strategic Plan.
Strategic Housing Plan	City of Greeley-Community Development Department; Economic Health and Housing Department	The Strategic Housing Plan was adopted to address housing concerns for all people in Greeley. Council also adopted the need to expand the number of affordable units and maintain those units already affordable in the City.
City of Greeley-Analysis of Impediments to Fair Housing	GURA	The impediments identified in the Analysis were reviewed to see if any application(s) would help meet the work program of the Analysis.

Table 4 – Other local / regional / federal planning efforts

Narrative (optional)

No further narrative.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Because of the ongoing COVID-19 pandemic, the citizen process was moved to a more electronic platform during the formation of the 2021 Action Plan. GURA's website was updated to include more detailed information on the CDBG grant and the annual process, and the information was provided to agencies and residents within the City's institutional structure for distribution within the community.

Citizen Participation Outreach

Mode of Outreach	Outreach Target	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons
Internet outreach/ website availability	Non-targeted/ broad community	None	No comments received.	Not applicable.
Outreach through institutional structure, including partner agencies and Board and Committee members	Particularly residents of Redevelopment District neighborhoods and underserved populations	No response received.	No comments.	Not applicable.
Meeting of Citizens Committee for Community Development	Residents of Redevelopment District neighborhoods	Three of the members responded.	See Executive Summary for citizen comments.	Not applicable
1 st public hearing	Non-targeted/ broad community	None	No comments received.	Not applicable
30-day comment period	Non-targeted/ broad community	None	No comments received.	Not applicable.
2 nd public hearing	Non-targeted/ broad community	None	No comments received.	Not applicable.

Table 5 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In its 2020-2024 Strategic Plan, the City of Greeley projected receiving approximately \$4.2 million in CDBG funds and \$1.2 million in HOME funds, as shown in the table below. Program income and revolving loan funds from the repayment of loans will also contribute to the expected CDBG resources; a modest amount of program income attributed to the HOME program will also be available.

As applications are received annually, the City review options and other funding sources that may be available to support the CDBG and HOME activities identified for funding. Those sources may include the City's general fund, Low-income Housing Tax Credits, funding through the Northern Colorado Continuum of Care, Section 8 Housing Choice Vouchers, and affordable housing funds available through the State of Colorado Division of Housing. Applicant agencies also support the proposed/accepted activities through their own budgets and funding sources.

Anticipated Resources

Program Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan \$	Narrative Description
		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG - Federal	Administration Affordable housing Public improvements Public facilities Public services	\$840,000	\$268,441	\$500	\$1,108,941	\$2,835,000	For the remainder of the ConPlan years includes: annual CDBG of \$840,000 and program income of \$105,000 per/yr.
HOME - Federal	Administration Affordable housing	\$300,000	\$5,000	\$973,000	\$1,278,000	\$915,000	Expected amount for the remainder of the ConPlan years includes: annual HOME grant of \$300,000 and program income of \$5,000.

Table 6 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG non-profit applicants are expected to provide the majority of funding for the activities for which assistance is requested. City funds will support infrastructure activities, as funds are available. Affordable housing projects will be supported (it is anticipated) with funding from the Division of Housing and/or Low-Income Housing Tax Credits. HOME projects will provide match in the percentage required or utilize the City's accumulated match funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

It is not expected at this time that any publicly owned land or property in Greeley will be used to address a 2021 Action Plan need.

Discussion

The City's Action Plan utilizes all resources expected during 2021. Knowing the estimated budget proposed in October will not be the actual budget in spring 2021 when submitted to HUD, Council approved budget adjustments within the Redevelopment District Infrastructure activity. Other activities will be supported as approved within the October budget. There are prior year funds not yet allocated in IDIS but part of the 2020 Action Plan that were budgeted for affordable housing activities that have not yet been realized. Additionally, while budgets were set for different types of affordable housing projects/activities, the approved budget includes movement within those individual housing budgets to support the best and most viable options. The City expects those funds will be allocated to affordable housing in 2021.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Goal Name	Funding	Goal Outcome Indicator	Goal Description
Priority (Category): Affordable housing			
Administration of Grants	CDBG: \$168,000 HOME: \$30,000	NA	Administration of the CDBG and HOME programs.
SF Housing Rehab Loans	CDBG: \$137,081	10 units rehabbed	Loans will be provided to LMI single-family owner households to improve energy efficiency, address major systems' needs (HVAC, plumbing, etc.), or other issues that cause for substandard housing.
SF Housing Rehab Grants	CDBG: \$10,000	5 units rehabbed	Rehab grants will be provided to LMI single-family owner households unable to make payments on a loan. Typical usage is for accessibility ramps, water heaters, and furnace repairs, though other types of needs are also considered.
Property Acquisition or infrastructure support for new SF Housing	CDBG: \$40,000 HOME: \$231,000	8 units of Habitat for Humanity SF units	Provide funding to developers needing acquisition or infrastructure support for the development of affordable SF ownership units. Infrastructure support includes payment of fees and water/sewer tap fees, which will be a subsidy to the homeowner and require affordability periods.
Property Acquisition or infrastructure support for new MF Housing	CDBG: \$145,000 HOME: \$1,000,000	40 new units of MF housing	Provide funding to developers needing acquisition or infrastructure support for developing new multi-family housing.
MF Housing Rehab Loans/Grants	CDBG: \$50,000	5 units of multi-family housing rehabbed	Loans will be available to owners of affordable multi-family units in need of rehab; grants available to non-profit owners or on a case-by-case basis.
Housing related Public Services	CDBG: \$20,000	500 people served	Provide funding to agencies who provide a housing-specific service to clients.

Priority (Category): Neighborhood improvements			
Public improvements- infrastructure (curb, gutter, sidewalks, drainage, etc.)	CDBG: \$286,660	1 infrastructure activities; 2000 households	Support the City's continued efforts to install missing infrastructure or replace existing that is substandard or unsafe in Redevelopment District neighborhoods. This might include sidewalks, curbs and gutters, accessibility ramps, and drainage.
Public improvements-Alley reconstruction	CDBG: \$151,500	1 infrastructure activities; 50 households	Support the City's continued efforts to improve neighborhoods by reconstructing of gravel alleys to asphalt in the Redevelopment District.
Public Improvements-Parkway Tree Planting	CDBG: \$20,500	1 infrastructure activities; 300 households	Support the City's continued improvements in LMI neighborhoods by reforestation in the parkway areas of the Redevelopment District.
Property Conditions-Clean-up Weekend	CDBG: \$15,000	1 public service activities; 1,250 households	Support the annual clean-up weekend to improve conditions in the City, predominantly in the LMI neighborhoods.
Priority (Category): Public Services Assistance			
Assistance to agencies/ organizations providing a public service not related to housing	CDBG: \$65,000	5 public services; 1,725 people	Provide assistance to agencies/organizations that provide a public service that is not specifically a housing service to clients, with at least 51% of those receiving the service qualifying as an LMI household.

Table 7 – Goals Summary

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

Affordable housing goals are estimated at 68 households receiving assistance, with income distributions anticipated as follows:

- Extremely low-income total 15 – 5 (rehab grants); 5 homeless provided a new MF unit; 5 special needs provided a new MF unit
- Low-income total 44 – 7 (rehab loans); 5 multi-family units rehabbed; 2 Habitat buyers; 30 new MF units
- Moderate-income total 9 – 3 (rehab loans); 6 Habitat buyers

Projects

AP-35 Projects – 91.220(d)

Introduction

There is a project associated with each of the goals identified in the previous section with the exception of the affordable housing goals. Housing projects will be identified by separate process in 2021. The GURA Board recommended the projects in Table 58 for approval along with the 2021 budget based on applications received, resources available, and how well they met a priority of the Consolidated Plan. City Council will formally set the budget on October 6, 2020.

Projects

#	Project Name
1	CDBG Administration-2021
2	Single-family Housing Rehab Loans
3	Single-family Housing Rehab Grants
4	Acquisition or infrastructure support for single-family housing
5	Acquisition or infrastructure support for multi-family housing
6	Multi-family rehab loans/grants
7	Non-profit housing public service-United Way-CAHPS
8	Non-profit housing public service-Greeley Transitional House-Housing Case Manager
9	Public Improvements-Infrastructure Improvements-Redevelopment District
10	Public Improvements-Infrastructure Improvements-Alley reconstruction in RD
11	Public Improvements-Parkway Tree Planting
12	Public Service Property Conditions-Clean-up Weekend
13	Non-profit Public Service-Northern Colorado Health Alliance-Community Action Collaborative
14	Non-profit Public Service-Northern Colorado Veterans Service Center-veteran's services
15	Non-profit Public Service-Senior Resource Services-Transportation Assistance
16	Non-profit Public Service-United Way of Weld County-Cold Weather Shelter
17	Non-profit Public Service-Guadalupe Community Center-Case Manager
18	HOME Grant Administration-2020
19	HOME Program Homeownership-Habitat for Humanity
20	HOME Program Rental-TBD Project

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Budget allocations for 2021 were determined by the applications received, how well they met the priorities of the 2020-2024 Consolidated Plan, and current conditions within the community. While they Board's intent was to move away from public service activities and into support of brick-and-mortar-type activities during the five years of the current Consolidated Plan, it took into consideration the needs of public service agencies during the COVID-19 pandemic. Highest priorities (affordable housing and neighborhood revitalization) still received the majority of expected funding.

Funding availability is always an obstacle. Prioritizing brick-and-mortar-type projects during 2020-2024 to support affordable housing and neighborhood revitalization may result in less funding availability for non-profit agencies needing improvement to a public facility and for public services that provide services to underserved.

AP-38 Project Summary

Project Summary Information

The recommended CDBG and HOME budgets re below; a summary table follows.

CDBG Project	Expected Resources 2021
CDBG Administration-2021	\$ 168,000
Single-family Housing Rehab Loans	137,081
Single-family Housing Rehab Grants	10,000
Acquisition or infrastructure-single-family housing	40,000
Acquisition or infrastructure-multi-family housing	145,000
Multi-family rehab loans/grants	50,000
Housing public service-United Way-CAHPS	10,000
Housing public service-Greeley Transitional House	10,000
Redevelopment District infrastructure improvements	286,860
Infrastructure Improvements-Alley reconstruction in RD	151,500
Public Improvements-Parkway Tree Planting	20,500
Public service property conditions-Clean-up Weekend	15,000
Public Service-Northern Colorado Health Alliance	15,000
Public Service-Northern Colorado Veterans Resource Center	10,000
Public Service-United Way-Cold Weather Shelter	20,000
Public Service-Senior Resource Services	10,000
Public Service-Guadalupe Community Center	10,000
CDBG Total	\$1,108,941

HOME Project	Expected Resources 2021
Administration	\$ 30,000
Habitat for Humanity Homeownership	231,000
TBD Rental project	1,017,000
HOME Total	\$1,278,000

Table 9 – Project Summary

1.	Project Name	CDBG Administration
	Target Area	NA
	Goals Supported	All
	Needs Addressed	NA
	Funding	CDBG: \$168,000
	Description	General administrative costs associated with CDBG program.
	Target Date	NA
	Number of Families to benefit from activity	NA
	Location Description	1100 10 th Street, Suite 201, Greeley, CO
	Planned Activities	NA
2.	Project Name	SF Owner-Occupied Housing Rehab Loans
	Target Area	Redevelopment District-Comprehensive, Primarily (80%).
	Goals Supported	SF Housing Rehab Loans.
	Needs Addressed	Affordable housing.
	Funding	\$137,081
	Description	Funds will be used to provide zero-interest loans to qualified homeowners in need of housing rehab including work to address code deficiencies (such as electrical or plumbing updates), energy efficiency, and other needs within program parameters. Funding will include all available and unallocated revolving loan funds plus revolving loan funds received during the year. The maximum allowable loan is \$24,500.
	Target Date	This ongoing activity rolls available revolving loan funds forward into a new activity each year.
	Number of families to benefit from activity	Ten households, seven low-income and three moderate-income, estimated.
	Location Description	TBD, as applications are received and approved. A minimum of 80% of the work done must be within the Redevelopment District boundaries, as noted above.
	Planned Activities	Assist homeowners with housing rehab needs. Work could include improvements to energy efficiency or to address code issues (such as outdated electrical service).

3.	Project Name	SF Owner-Occupied Housing Rehab Grants
	Target Area	Redevelopment District-Comprehensive, Primarily (80%)
	Goals Supported	SF Housing Rehab Grants
	Needs Addressed	Affordable housing
	Funding	\$10,000
	Description	Funds will be used to provide grants to homeowners of single-family housing who have an immediate need and do not have the resources to repay a loan. Generally, work done in this program includes ramps for accessibility, water heaters, furnace repair/replacement, etc. Grants are capped at \$4,000 per household and once per homeowner.
	Target Date	This is an ongoing activity that continues until funds are gone.
	Number of families to benefit from activity	Five extremely-low-income households, estimated.
	Location Description	TBD, as applications are received and approved. A minimum of 80% of the work done must be within the Redevelopment District boundaries, as noted above.
	Planned Activities	Provide assistance to homeowners of single-family housing as a grant when housing rehab is needed, and the household does not have income sufficient to pay for a loan.
4.	Project Name	TBD Acquisition or Infrastructure for single-family housing project
	Target Area	TBD
	Goals Supported	Acquisition or infrastructure support for new SF housing
	Needs Addressed	Affordable housing
	Funding	CDBG: \$40,000
	Description	Funds will be made available to developers of single-family housing to support the construction of units, through either acquisition or infrastructure assistance.
	Target Date	12/31/21
	Number of families to benefit from activity	One low-income (Habitat for Humanity or other owner-occupied supported with CDBG)
	Location Description	Clover Meadows Subdivision and/or TBD
	Planned Activities	See description.

5.	Project Name	Acquisition or Infrastructure for multi-family housing
	Target Area	TBD
	Goals Supported	Affordable multi-family housing
	Needs Addressed	Affordable housing
	Funding	CDBG: \$145,000
	Description	Funds will be made available to developers of multi-family housing to support the construction of affordable units, through either acquisition or infrastructure assistance.
	Target Date	12/31/21
	Number of families to benefit from activity	40 households, estimated at five homeless (extremely-low-income), five special needs (extremely-low-income) and 30 low-income
	Location Description	TBD
	Planned Activities	See description.
6.	Project Name	TBD Multi-family housing rehab loans/grants program
	Target Area	TBD
	Goals Supported	Multi-family housing rehab loans/grants
	Needs Addressed	Affordable housing
	Funding	CDBG: \$50,000
	Description	Loans will be available to owners of affordable multi-family units in need of rehab; grants available to non-profit owners or on a case-by-case basis.
	Target Date	12/31/21
	Number of families to benefit from activity	Five low-income households estimated
	Location Description	TBD
	Planned Activities	Rehab multi-family housing units to maintain the supply of decent, affordable units.

7.	Project Name	Public Service Housing – United Way – CAHPS
	Target Area	City of Greeley, including Redevelopment District
	Goals Supported	Housing specific public services
	Needs Addressed	Affordable housing
	Funding	CDBG: \$10,000
	Description	Funding will support the United Way CAHPS Coordinator position, which oversees the regions Coordinated Entry System. CAHPS assesses people in need of housing, provides leads to housing, and maintains a “by name” list of people in need of housing.
	Target Date	12/31/21
	Number of families to benefit from activity	400 homeless (extremely-low-income) individuals
	Location Description	2830 11 th Avenue, Evans (Part of the Housing Navigation Center)
	Planned Activities	Support efforts to collaboratively get the most vulnerable people into housing as quickly as possible through the Coordinated Assessment and Housing Placement System (CAHPS).
8.	Project Name	Non-profit Public Service-Greeley Transitional House-Housing Case Manager
	Target Area	Redevelopment District-Comprehensive, but available City-wide
	Goals Supported	Support public services that are specific to housing
	Needs Addressed	Affordable housing
	Funding	CDBG: \$10,000
	Description	Funds will support the cost of a continuing a part-time staff position.
	Target Date	8/1/2022
	Number of families to benefit from activity	100 homeless (extremely-low-income) families
	Location Description	1206 10 th Street, Greeley
	Planned Activities	A part time housing caseworker and associated costs of the Landlord Recruitment Program will continue to be supported with CDBG. The case manager works with families to help repair housing/credit histories and make them more marketable to landlords. The case manager also explores potential grant funding for landlord risk mitigation funding (second security deposit, clean-up fund, etc.).

9.	Project Name	Public Improvements-Infrastructure Improvements-Redevelopment District (RD) Phase V
	Target Area	Redevelopment District-Comprehensive
	Goals Supported	Public improvements-infrastructure
	Needs Addressed	Neighborhood revitalization
	Funding	CDBG: \$286,860
	Description	Funding will help complete missing or replace deficient infrastructure in the Redevelopment District neighborhoods, particularly sidewalks ramps for accessibility, curbs, and gutters, for improved public safety, and other costs that may be incurred as part of this activity. This is the 4 th Phase of a multi-year undertaking.
	Target Date	12/31/21
	Number of families to benefit from activity	LMA Benefit to 2,000 households estimated
	Location Description	TBD in Redevelopment District
	Planned Activities	Install missing/replace deficient infrastructure per description above.
10.	Project Name	Public Improvements-Infrastructure Improvements-Alley reconstruction in RD-Phase III
	Target Area	Redevelopment District-Comprehensive
	Goals Supported	Public improvements-infrastructure
	Needs Addressed	Neighborhood revitalization
	Funding	CDBG: \$151,500
	Description	To help deal with dust and drainage issues, provide a smoother driving surface, and encourage residents to keep their property cleaner, alleys will be reconstructed. Due to limited funding, the Street Division is only able to reconstruct 4-5 alleys annually; this funding will increase the number reconstructed by 10-12.
	Target Date	12/31/21
	Number of families to benefit from activity	LMA Benefit to 50 households estimated
	Location Description	TBD alleys in the Redevelopment District
	Planned Activities	Reconstruct 10-12 alleys.

11.	Project Name	Public Improvements-Parkway Tree Planting
	Target Area	Redevelopment District-Comprehensive
	Goals Supported	Public improvements-infrastructure
	Needs Addressed	Neighborhood revitalization
	Funding	CDBG: \$20,500
	Description	Funds provided to this program will continue infrastructure improvements by planting trees in the parkway area of neighborhoods in the Redevelopment District. These neighborhoods are some of the oldest in the City and most also have a high minority population. All have more than 51% low-moderate-income residents. Homeowners contract with the City Forestry Program and care for the trees post-planting.
	Target Date	8/31/21
	Number of families to benefit from activity	This is an LMA benefit with an estimated 300 households benefiting. All addresses receiving a tree(s) are within the boundaries of the Redevelopment District (map attached) in a Census Tract with an LMI percentage of more than 51%. Actual Census Tracts to be included in the LMA calculations in IDIS will be determined once the homeowners are identified. [For informational purposes only, it is expected that approximately 15 households will receive a tree(s).]
	Location Description	TBD as households willing to work within the program parameters are identified; all will be within the boundaries of the Redevelopment District.
	Planned Activities	Identify parkway areas where trees are needed. Contact owner and contract with those who agree to commit to appropriate care of the tree(s) planted. Purchase and plant trees.

12.	Project Name	Public Service Property Conditions-Clean-up Weekend
	Target Area	Redevelopment District-Comprehensive
	Goals Supported	Property conditions
	Needs Addressed	Neighborhood revitalization
	Funding	CDBG: \$15,000
	Description	This annual event provides residents of Greeley with a place to bring trash for a cost that is less than using the landfill. (This project is available to the entire community; the percentage of LMI residents compared to the percent of CDBG funds in the activity is calculated.)
	Target Date	5/31/21
	Number of families to benefit from activity	1,250 households.
	Location Description	Citywide, with intense efforts in north and east Greeley (low- moderate-income areas) in order to reduce code violations and cleanup in this area. The event drop-off spot is in Census Tract 1, which has an LMI percentage of 79% and is surrounded by LMI tracts. However, because the activity is available city-wide, when calculating the LMI percentage for IDIS, the following census tracts are included: 1, 2, 3, 4.01, 4.02, 5.01, 5.02, 6, 7.01, 7.03, 8, 9, 10.03, 11, 12.01, 12.02, 13 (block groups 2, 3, and 4) 14.08, 14.09, 14.10, 14.11, 14.13, 14.14, 14.15, and 14.17. The only Census Tracts in the city that are not included are those on the far west side of Greeley. The housing and landscaping are newer there and it is a greater distance to access the event. These census tracts are not appropriate due to that reasoning. With the Census Tracts noted, the LMI percentage for the 2019 Clean-up activity was 53.78%.
	Planned Activities	Hold the annual clean-up weekend. The event is staged in northeast Greeley, an area most convenient to the LMI neighborhoods in the City. Flyers will be distributed in low-income neighborhoods and help provided to the residents, if needed and requested. (City trucks will be available to haul debris to the site if needed).

13.	Project Name	Non-profit Public Service-Northern Colorado Health Alliance-Community Action Collaborative
	Target Area	Redevelopment District-Comprehensive, but available City-wide
	Goals Supported	Assist agencies providing non-housing specific public service
	Needs Addressed	Assist homeless, special needs, underserved persons
	Funding	CDBG: \$15,000
	Description	The Collaborative provides non-emergency services when a 911 call is non-emergent. A collaboration of first responders, law enforcement, healthcare, behavioral health, and community agencies work with other agencies to establish activities to enhance prevention and diversion strategies. Typically, persons assisted are homeless or on Medicaid. The Collaborative worked with the cold weather shelter staff to identify health issues (physical, mental) and engage in conversations about housing. The activity enables practitioners to meet with this low-income clientele and determine what services they need.
	Target Date	8/1/2022
	Number of families to benefit from activity	500
	Location Description	Mobile van meets people at their point of need.
	Planned Activities	Funds will support the coordinator position responsible for implementing and managing the Community Action Collaborative.
14.	Project Name	Non-profit Public Service-Northern Colorado Veterans Resource Center
	Target Area	City-wide
	Goals Supported	Assist agencies providing non-housing-specific public services
	Needs Addressed	Assist underserved
	Funding	CDBG: \$10,000
	Description	Support a full-time navigator position to assist veterans as they deal with issues surrounding employment, mental health, enrollment in veterans' services, education, substance abuse, etc.
	Target Date	12/31/2021
	Number of families to benefit from activity	400 Veterans
	Location Description	Northern Colorado Veterans Service Center is located at 4650 W. 20 th Street, Suite A, Greeley
	Planned Activities	Provide funds to support a peer navigator as veterans look for work, deal with mental health or substance abuse issues, locate housing, etc.

15.	Project Name	Non-profit Public Service-United Way of Weld County-Cold Weather Shelter
	Target Area	Redevelopment District-Comprehensive, but available City-wide
	Goals Supported	Assist agencies providing non-housing-specific public service
	Needs Addressed	Assist homeless
	Funding	CDBG: \$20,000
	Description	Funds will help staff and provide services to homeless persons during the cold weather months, most likely from November 1, 2021, through April 15, 2022.
	Target Date	7/1/2021
	Number of families to benefit from activity	500 homeless individuals
	Location Description	2930 11 th Avenue, Evans, or such place as TBD
	Planned Activities	Staff the shelter and for provide for other directly related expenses, as needed.
16.	Project Name	Non-profit Public Service-Senior Resource Services-Transportation Assistance
	Target Area	Redevelopment District-Comprehensive, but available City-wide
	Goals Supported	Assist agencies providing non-housing specific public service
	Needs Addressed	Assist underserved persons-seniors
	Funding	CDBG: \$10,000
	Description	Funds will support the provision of transportation services for persons over the age 60+. Senior Resource Services (SRS) transports seniors to medical appointments, grocery stores, financial and government institutions, social events, houses of worship, and personal grooming appointments. The services directly increase seniors' ability to maintain their health and independence through consistent availability of medical care, and reduce re-hospitalization, offer a way to increase nutrition quality through fresh food, and decrease social isolation and the resulting depression.
	Target Date	8/1/2022
	Number of families to benefit from activity	100 Seniors 60 or older
	Location Description	800 8 th Avenue, Greeley
	Planned Activities	This funding will provide transportation service to seniors (+60).

17.	Project Name	Non-profit Public Service-Guadalupe Community Center-Case Managers
	Target Area	Redevelopment District-Comprehensive, but available City-wide
	Goals Supported	Assist agencies providing non-housing specific public service
	Needs Addressed	Assist homeless
	Funding	CDBG: \$10,000
	Description	Funds will support the case management services provided at the homeless shelter.
	Target Date	8/1/2022
	Number of families to benefit from activity	225 homeless individuals
	Location Description	1442 N. 11 th Avenue, Greeley
	Planned Activities	Provide shelter residents in extended-stay with a case manager to develop goals pertaining to employment, establishing income, building a savings, and permanent housing. Classes on computer skills, money management, parenting, life skills, etc. are provided. GCC also provides supportive services including Emergency Assistance with rent/utility, Emergency Assistance to victims of crime and Services to Seniors and Kinship Families. Those receiving this service are not necessarily homeless.
18.	Project Name	HOME Grant Administration
	Target Area	NA
	Goals Supported	All
	Needs Addressed	NA
	Funding	HOME: \$30,000
	Description	General administrative costs associated with HOME program.
	Target Date	NA
	Number of families to benefit from activity	NA
	Location Description	1100 10 th Street, Suite 201, Greeley, CO
	Planned Activities	NA

19.	Project Name	HOME Program Homeownership-Habitat for Humanity
	Target Area	Redevelopment District-Comprehensive; other TBD
	Goals Supported	Acquisition or infrastructure support for new SF housing
	Needs Addressed	Affordable housing.
	Funding	HOME: \$231,000. The City will utilize its 15% CHDO requirement for this activity, approximately \$45,000 (included in the \$278,000).
	Description	As available, HOME funds may be allocated to seven (or more) units of housing for Habitat for Humanity families. Assistance will reduce the sales price of the house and establish the period of affordability. (See AP90-Program Specific Requirements-HOME for description of the assistance provided under this project.) CHDO funds will be utilized on one house and provide partial funding for a second with total up to 15% of HOME grant reserved for CHDOs.
	Target Date	9/30/2022
	Number of families to benefit from activity	Seven
	Location Description	TBD
	Planned Activities	See description.
20.	Project Name	HOME Program Rental-TBD Project
	Target Area	City; Redevelopment District
	Goals Supported	Create and maintain desirable and affordable housing.
	Needs Addressed	Affordable housing.
	Funding	HOME: \$1,017,000
	Description	A project has not yet been identified. It is expected that an early-year 2020 application will be released to identify a project. New construction of a multi-family development will be prioritized, but two-four units for rental will also be considered.
	Target Date	12/31/2023
	Number of families to benefit from activity	40 – five homeless (extremely-low-income), five special needs (extremely-low-income), 30 low-income, estimated.
	Location Description	TBD
	Planned Activities	See description

Table 10 – Project descriptions

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Neighborhood Revitalization (not formally identified as a HUD Revitalization Area) activities take place in the Redevelopment District, which encompasses the low-moderate-income Census Tracts in the City. These activities include the installation or replacement of sidewalks, ramps, etc.; alley reconstruction,

and parkway tree planting. The Housing Rehab Program Loan and Grant Programs both target the neighborhoods of the Redevelopment District, but 20% of the funding during the year can assist households outside of the District. The Redevelopment District map is attached for reference.

The assistance provided to non-profits for public service activities are low-moderate-income clientele based, rather than being geography-based.

The location(s) of affordable housing activities are not known. Availability of land suitable for housing development or redevelopment and the availability of larger sources of funding will be key. The City encourages the development of affordable housing in neighborhoods outside the Redevelopment District, where such housing is not as concentrated.

Geographic Distribution

Target Area	Percentage of Funds
Redevelopment District-Comprehensive	50%

Table 11 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The Redevelopment District encompasses the low-moderate-income Census Tracts in the City. These are older neighborhoods, some are the oldest in the City, and have infrastructure that may be incomplete, substandard, or missing entire. While developers of new housing are responsible for infrastructure, installation of infrastructure missing in existing neighborhoods has to be done within the City's general fund budget, and there is nowhere near sufficient funds to provide the level of infrastructure that can be done with CDBG funds. The neighborhoods of the Redevelopment District can be provided with infrastructure that is not sub-standard in this manner. These older neighborhoods are valuable to the economic and housing health of the City. CDBG funding helps improve the lives of residents there.

Discussion

As new development in Greeley occurs in the western part of the community and the amount of infrastructure the City has to maintain expands, funds are not always available to better the infrastructure in the Redevelopment District. However, with the University of Northern Colorado, Downtown, numerous schools (elementary, middle, and secondary) and public facilities, and the City's more affordable housing, it is important that these neighborhoods maintain their viability and attract residents interested in homeownership and business opportunities in the area. CDBG can provided support that is needed and not available through the City's General Fund.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City's substantiated the need to make housing a priority during the drafting of its Strategic Housing Plan. The GURA Board followed suit by recommending that support for affordable housing be a high priority during the 2020-2024 Consolidated Plan years. While not yet being able to capitalize on allocating funds specifically to support affordable housing (other than through the long-standing rehab programs and support to Habitat for Humanity), groundwork is being laid to work with affordable housing developers during the Consolidated Plan years. Goals below reflect this.

One Year Goals for the Number of Households to be Supported	
Homeless	5
Non-Homeless – 10 loans, 5 grants, 8 HFH, 5 MF rehabbed units, 35 new MF other than those for homeless and special needs that could be served	58
Special-Needs	5
Total	68

Table 12 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units (8 HFH; 40 rental)	48
Rehab of Existing Units (10 SF loans; 5 SF grants; 5 MF loans/grants)	20
Acquisition of Existing Units	0
Total	68

Table 13 – One Year Goals for Affordable Housing by Support Type

Discussion

The Economic Health and Housing Department will continue to look for developers with which to partner on affordable housing. As mentioned elsewhere in this Action Plan, that could take the form of single- or multi-family rehab or new units or development of single-family, owner-occupied housing or multi-family rental developments. This Action Plan year will be the second year of specifically identifying funds for affordable housing. Because specific activities to add units of affordable housing or to provide multi-family loans/grants are not identified (other than work with Habitat for Humanity), goals are based on reasonable expectation.

- Single-family owner-occupied housing rehab will continue in 2021. Within GURA staffing and outside contractor constraints, 10 homes could be rehabbed. The program offers loans to low-moderate-income homeowners with income to support a payment (one-half becomes a grant if conditions are met). Grants are available to households with a housing rehab emergency and insufficient funds to support a loan payment. The goal to assist an additional five households with a rehab grant.

- The City expects to continue HOME assistance to housing developed by Habitat for Humanity. It is anticipated that funds will assist with seven single-family houses (ownership).
- The City intends to make funds available to owners of existing or developers of new affordable housing. The goal is to rehab five affordable multi-family units and construct 40 new units of multi-family housing, with five possibly housing someone formerly homeless and five available to persons with special needs.

AP-60 Public Housing – 91.220(h)

Introduction

The Greeley Housing Authority owns and manages 86 units of Federal Public Housing, including 80 apartments (at three locations) and six single-family, stand-alone houses. The Housing Authority also manages the Section 8 Housing Voucher Program, with authorization for 611 vouchers.

Actions planned during the next year to address the needs to public housing

The Executive Director of the Greeley Housing Authority reported that damaged siding will be replaced and painted at two multi-family locations. The possibility of providing air conditioning at one of the multi-family properties is being considered.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

A public housing resident is a member of the Board of Housing Commissioners. Staff of the Greeley Housing Authority had been working with four-five higher-income public housing residents about the possibility of home ownership; however, COVID-19 concerns with employers deferred their plans. Homeownership will continue to be encouraged when events surrounding the pandemic stabilize.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Greeley Housing Authority is not troubled.

Discussion

The City is fortunate to have a well-managed housing authority. (The Greeley Housing Authority and the Weld County Housing Authority are operated with one staff.) Staff from the City maintain close contact with the Executive Director of the Housing Authority, and will continue to support the Housing Authority through partnerships for acquiring or rehabbing additional public housing units when opportunities arise.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Larimer and Weld Counties successfully became a Continuum of Care area, breaking away from the Balance of State Continuum in 2020. The Northern Colorado Continuum of Care will regionally work towards achieving functional zero homelessness.

Weld's Way Home, under the leadership of United Way of Weld County, continues to be the initiative to address and prevent homelessness in Weld County. Beginning in the fall of 2016, this initiative set forth priorities identified by a Blue-Ribbon Committee that represented gaps in Weld County's current continuum of services for individuals experiencing housing instability, including homelessness. The initiative also works to change the systematic response of homelessness, from managing challenges of homelessness to a Housing First and prevention system. The entire report can be found at www.weldswayhome.org.

The City stays engaged with its community partners and service providers and assists when possible in meeting increasing needs of the homeless in the community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Outreach to homeless persons is done through a network that includes City leadership and police department, human services providers at the area shelters and other non-profits (many of which are members of the Northern Colorado Continuum of Care), the Housing Navigation Center, and residents and business that support the Weld's Way Home initiative. Outreach is done annually in January during the Point-in-Time (PIT) Count to determine the number of homeless that are unsheltered (and in some years, sheltered, also). Northern Colorado counties of Weld and Larimer use the Coordinated Assessment and Housing Placement System (CAHPS) process to connect homeless persons to appropriate housing and services. Through the CAHPS process, the most vulnerable of the homeless population can be identified and provided with assistance. There is also outreach through the faith community in Greeley.

CDBG provides grant support of several agencies that do outreach or specific work with the homeless community, including:

- North Colorado Health Alliance – Community Action Collaborative
- United Way – CAHPS
- Guadalupe Community Center
- Greeley Transitional House

Outreach and assessment are best done by those agencies with expertise helping homeless individuals and families, and in 2021 will include the annual Point-In-Time Count and outreach through the Community Action Collaborative, Cold Weather Shelter, and the Housing Navigation Center.

Addressing the emergency shelter and transitional housing needs of homeless persons

The agencies noted above work in different capacities to address emergency shelter and transitional housing needs. The City supports this work through the payment of rent for the building that houses the Housing Navigation Center and Cold Weather Shelter. As the lease term expires in a couple of years, it is expected that City leadership will be involved in either a new lease or in finding a new facility. The City owns Camfield Corner and provides it to the Greeley Transitional House, which manages the property and makes it available for up to two years for families exiting the Greeley Transitional House shelter. Emergency shelter for victims of domestic violence is provided at A Woman's Place.

Many agencies and the city came together in March 2020, when the COVID-19 pandemic hit, to move the Cold Weather Shelter from its location in the Housing Navigation Center to a facility jointly owned by the City and Weld County, where social distancing and 24-hour a day shelter was available. If the pandemic continues into winter 2020-2021. Discussions on how to best address the needs of the homeless, particularly those that are most vulnerable, with a continuing pandemic this winter are already underway.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Housing Navigation Center, part of the Weld County-wide housing first strategy, opened in the fall of 2018. It shares a location with other non-profits that work with low- moderate-income and underserved households, including North Colorado Health Alliance (which is the lead agency for the Community Action Collaborative), the Immigrant and Refugee Center of Northern Colorado, and Sunrise Community Health Monfort Family Clinic (a federally funded community health center).

Staff of the Housing Navigation Center is there to help those experiencing homelessness as they work to regain housing and to prevent those at-risk of homelessness from losing their housing. Goals of the Center include:

- Divert people from homelessness by helping them return to support networks and avoid the homeless services system;
- Assist people in getting back into permanent housing as quickly as possible;
- Help people maintain their housing with supportive services;
- Connect those experiencing homelessness with mental/physical health care, non-emergency shelter, and other long-term resources;

- Provide essential services to help people survive homelessness (cold weather shelter, shower, laundry, mail collection, etc.);
- Offer space to numerous homeless serving providers to connect with those they serve.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City supports, to the extent possible, agencies which offer shelter for persons being discharged and participates in conversations with regard to discharge policies through the Northern Colorado Continuum of Care.

There is a broad networking group, Connections, that works together to assist individuals and families noted in the question. Connections includes staff from local non-profit agencies (including the shelters, Habitat for Humanity, United Way, mental health providers), corrections and public defenders' offices, the educational system, local libraries, the City, etc. This network is quick to request assistance and quick with responses when there is someone within their system that is in need.

Catholic Charities at Guadalupe Community Center received a grant called the Hospital to Housing Program grant from North Colorado Medical Center (NCMC). There are two hospital systems in Greeley; NCMC is the older of the two and borders a low-income census tract. During Catholic Charities 2019-2020 fiscal year the grant was \$267,216; in 2020-2021 it is \$280,946). The grant provides the Guadalupe Community Center with assistance to serve homeless patients being discharged from the hospital. During the first grant year, 13 patients were discharged to the care of Guadalupe Community Center, were healed, transitioned to housing, and maintained that housing. These patients were a part of the Greeley homeless population who struggled (usually for years) with significant physical and mental health challenges. Advocates, a Health Care Coordinator, and Banner Home Health Care nurses and therapists help them get benefits, go to medical appointments, and learn to manage their health care issues. The Program is also a recipient of Rapid Housing funds, which provide up to three months of rent. The North Colorado Health Alliances provides continued support for the program.

Discussion

No further discussion.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The for-sale, single-family housing market in Greeley is an ongoing challenge for affordable housing buyers.

- Sales prices continue to be high – The median sales price in July 2020 was \$330,000. Median sales price in April 2020 reached \$345,000, the highest seen in Greeley. (Sears Real Estate Northern Colorado Market Statistics). The average sales price for a single-family home in Greeley rose from \$154,742 in May 2012 to \$324,465 in May 2020. (The Group Insider, August 2020 edition). Wages have not seen anywhere close to that kind of appreciation.
- Stagnant inventory – *The Group Insider*, in its April 2020 edition, noted 580 new listings in the last quarter of 2019 vs. 650 listed in the same quarter in 2018. The coronavirus pandemic further affected the market with a 21% drop in listings for the period March 25-May 3 (2019 vs 2020).
- Reduction in building permits – According to the Building Inspection Division of the City in its June 2020 Construction Report, 53 building permits for new single-family houses had been issued, compared to 86 through June of 2019.

A number of new multi-family developments are recently completed or under construction in Greeley, but none are considered in the affordable realm.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will continue to implement its Strategic Housing Plan. Some of the strategies that could impact affordable housing include the following:

- Amendment of the development code to promote housing choice.
- Development of financial strategies that minimize development costs.
- Engaging alternative housing providers (land trusts, affordable housing developers, land banks, etc.)
- Addressing the impact of raw water on affordability
- Facilitate development of manufactured communities

Discussion:

Implementation of the Housing Plan strategies and action steps will take time. The need for additional units of affordable housing, and maintaining the current affordable housing stock, was a high priority in the current Consolidated Plan. The Economic Health and Housing Department will continue to work with affordable housing developers (single-family and multi-family) and offer assistance. The entire Housing Plan is available for review.

AP-85 Other Actions – 91.220(k)

Introduction:

The City's Analysis of Impediments to Fair Housing coincides with its 2020-2024 Consolidated Plan. Implementation of the Fair Housing Action Plan will include monitoring CDBG and HOME activities for Fair Housing issues and promoting Fair Housing learning opportunities.

Actions planned to address obstacles to meeting underserved needs

Formulation of the 2021 Action Plan is occurring during the time of pandemic and activities selected have been to keep moving forward in as normal a manner as possible, while also meeting as many needs as funding will allow. The addition of CDBG-CV funds has allowed for the City to implement an Emergency Rental Assistance Program to help qualifying households maintain housing after being affected financially by COVID-19. Other actions to meet underserved needs have been discussed in other section of the Action Plan and include:

- Support for the CAHPS program for homeless persons as they try to become housed.
- CDBG funds will continue to support the housing case manager at the Greeley Transitional House and case managers at the Guadalupe Community Center. Both help homeless become more self-sufficient.
- Support from CDBG will continue the efforts of the Community Action Collaborative, which assists underserved including those with mental or health issues and those who are homeless.
- CDBG will provide assistance to Senior Resource Services for transportation for the elderly.
- CDBG support will also be provided to the Northern Colorado Veterans Service Center to assist with peer navigation for veterans who need to be connected to services and housing.

Refer to AP-20 (Annual Goals) for descriptions of the goals.

Actions planned to foster and maintain affordable housing

GURA began working with the developer of affordable housing on a small development (25-30 units) in early 2020. It is expected that federal funds (HOME and/or CDBG) will provide assistance to the project to help maintain its affordability. Because completion is not expected until 2022, the units are not included in the affordable housing projections. GURA is working with the developer on a developer agreement, after which the design phase will begin. It is anticipated the developer will submit an application for Low-Income Housing Tax Credits during November 2020.

Staff has also had discussions with other developers interested in constructing affordable housing in Greeley and will make funds available from the federal grant as available. The Economic Health and Housing Department of the City will also continue with the following to foster and maintain affordable housing:

- Assist with the implementation of affordable housing components of the Housing Strategy.

- Continue to provide the single-family owner-occupied housing rehab revolving loan and emergency grant programs.
- Monitor existing HOME projects for affordability and property standards. The City has ten HOME projects that serve a variety of households, including agricultural workers, elderly, and disabled.
- Continue to assist in the construction of affordable housing for ownership (such as Habitat for Humanity) and rental units to the extent HOME funds will allow.
- Look for opportunities to acquire infill lots provide infrastructure assistance, and other ways that would support development of affordable multi-family or single-family units.

Actions planned to reduce lead-based paint hazards

There are no specific actions designed to reduce lead-based paint hazards; however, lead-paint regulations will be adhered to during reconstructions and/or single- or multi-family housing rehab activities.

CDBG revolving loan funds have supported a single-family housing rehabilitation program for many years. Policies for the program follow federal Lead-Based-Paint mitigation standards. The rehab program can address hazards and thus increase access to housing without lead-based paint hazards.

During the 2020-2024 Consolidated Plan, the rehabilitation activity may expand to include multi-family rehabilitations, which would again be subject to the federal standards for lead-based paint migration.

Actions planned to reduce the number of poverty-level families

The City can best help reduce the number of poverty-level families in the community by increasing the economic opportunities available and will continue to promote growth in the business community, particularly in areas that offer higher wages. Additionally, by intentionally addressing affordable housing needs, the City can improve lives by lowering housing cost burdens as new units of affordable housing become available.

Equally important are educational opportunities, and while the City does not support education through funding, does provide free bus passes to School District 6 students (elementary through high school). And, as noted throughout the Action Plan, the City supports non-profits that help poverty-level families through CDBG funds.

While none of the noted actions are specifically to reduce the number of poverty level families, the actions do provide those families with assistance as they move to improve their lives. There are many social service assistance opportunities that can be accessed through Weld County Human Services and a good support system of non-profit agencies that provide help in the form of food, shelter, mental and physical health services, transportation, etc.

Actions planned to develop institutional structure

The City will maintain the institutional structure it has in place and expand it as new agencies that work with the low-moderate-income community are identified. As noted elsewhere in the Action Plan,

Greeley has a good institutional structure with great networking and outreach. The City will continue to have representation on regional committees, to the extent possible, and maintain its membership on the Northern Colorado Continuum of Care.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Greeley will continue participate through general and Governing Board membership in the Northern Colorado Continuum of Care and with local non-profit agency members, affordable housing providers, and social service agencies, when appropriate. City staff will maintain and develop relationships as it is able with developers, both non-profit and private, to provide support for affordable housing.

There is good coordination among the local agencies, frequently by email through the Connections group. City staff receives the emails that go out looking for support for clients in the Connections system and is able to share and respond when possible.

Discussion:

The City recognizes the need for partnerships with regard to the Other Actions noted above and will continue to develop new partnerships and maintain good relations with the partnerships already formed.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City has no Section 108 loan guarantees, surplus funds from urban renewal settlements, or float funded activities. Program income and revolving loan funds will be utilized to further the goals identified.

The consecutive period of 2019-2021 will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. Program income expected to be received has been allocated to an activity and is noted in AP-15 Expected Resources.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0.00
3. The amount of surplus funds from urban renewal settlements	\$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0.00
5. The amount of income from float-funded activities	\$0.00
Total Program Income:	\$0.00

Table 14 – CDBG Program

Other CDBG Requirements 1. The amount of urgent need activities.

The City's only urgent need activity was part of the CARES Act Substantial Amendment and does not involve CDBG funding. There are no funds allocated to an urgent need activity in the 2021 Action Plan.

The City expects that 100% of its 2021 CDBG grant will meet the Benefit to Low-Moderate-Income National Objective.

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

Section 92.205(b)(1) defines forms of investment in the following manner:

“A participating jurisdiction may invest HOME funds as equity investments, interest-bearing loans or advances, non-interest-bearing loans or advances, interest subsidies consistent with the purposes of this part, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with the purposes of this part and specifically approves in writing. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this part.”

The City does not utilize a form of investment that is not identified under the noted section.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

See Appendix B for the City’s Policies and Procedures for affordability and recapture of HOME funds for homebuyer activities.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

The City does not anticipate acquiring units with HOME funds.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

There are no plans to use HOME funds to refinance existing debt secured by multi-family housing that is rehabilitated with HOME funds.

Discussion

No further discussion.

Attachments

The following will be attached for submittal to HUD and are available for review on request.

- Citizen Comments
- Map of Redevelopment District
- Map of Census Tracts in Greeley with LMI Tracts highlighted
- HOME Affordability and Recapture Policies and Procedures

Community Development Block Grant

Program Year 2021

1. Administration	\$168,000	
A. General Administration		\$168,000
2. Support Efforts to Preserve, Maintain, and Provide Affordable Housing	\$402,081	
A. TBD Affordable Housing Project		235,000
B. Housing Rehabilitation Loan Program		137,081
C. Housing Rehabilitation Grant Program		10,000
C. Coordinated Assessment and Housing Placement System		10,000
D. Greeley Transitional House-Housing Case Manager		10,000
2. Support Efforts to Revitalize Neighborhoods of the Redevelopment District	\$473,860	
A. Redevelopment District infrastructure improvements		\$286,860 *
B. Redevelopment District alley reconstruction		151,500 *
C. Redevelopment District parkways tree plantings		20,500 *
D. Clean-up Weekend		15,000
3. Support Public Services that Assist Homeless, LMI, Underserved, & Special Needs Residents	\$65,000	
A. Cold Weather Shelter (United Way)		20,000
B. Community Action Collaborative (NCHA)		15,000
C. Senior Resource Services		10,000
D. Northern Colorado Veterans Service Center		10,000
E. Catholic Charities Case Manager		10,000
TOTAL PROJECTED EXPENDITURES		\$1,108,941
REVENUE EXPECTED		
2020 grant projected		\$840,000
Rehab Revolving Loan Funds		\$137,081
Program income		\$131,360
Unallocated grant funds from prior years		\$500
TOTAL PROJECTED REVENUE		\$1,108,941

NOTES:

* Activities include project management costs

Public services = approximately 11.9%, if grant is 840,000

Budget will finalize in 2021 when actual grants and available program income are known

Recommendation - Funds +/- are adjusted within the infrastructure budget



**GREELEY URBAN RENEWAL AUTHORITY
Proceedings**

**August 12, 2020
4:30**

This meeting was conducted remotely

I. Call to Order

Chair Cummins called the meeting to order at 4:31 p.m. Commissioners Costigan, Duran, Haas, Utrata, Welsh were present. (Commissioner Leffler was absent.)

II. Approval of minutes for the meeting held on June 10, 2020

Commissioner Welsh noted that on the June 10, 2020 minutes under Board Member Comments/Reports "Weld Library District" should be "High Plains Library District" Commissioner Costigan made a motion to approve the minutes for the meeting held on June 10, 2020 as amended. Commissioner Utrata seconded the motion; the motion carried 6-0. (Commissioner Leffler was absent.)

III. Items of Business

Ratify Amendment 2 to the Citizen Participation Plan

Commissioner Costigan made a motion to ratify the June 24, 2020 email vote to Amendment #2 to the Citizen Participation Plan that allows standing committees/focus groups to meet virtually and that information can be provided to committees/groups in hard copy or via the web, when meeting is not practicable. It also takes away the requirement for two neighborhood meetings during the annual planning process and, again, allows for dissemination of information via the web. Commissioner Duran seconded the motion; the motion carried 6-0. (Commissioner Leffler was absent.)

Ratify Cares Act Emergency Rental Assistance Program

Commissioner Costigan made a motion to ratify the July 8, 2020 email vote approve Policies and Procedures for the CARES Act Emergency Rental Assistance Program as presented. Commissioner Duran seconded the motion; the motion carried 6-0. (Commissioner Leffler was absent.)

Public Hearing to consider the 2021 CDBG Program Applications

Carol Larsen, Grant Specialist, oriented the Commissioners on the Community Development Block Grant (CDBG) process and the 2021 grant year requests. Ms. Larsen presented the applications to the Board.

The following applicants were present at the hearing to answer questions regarding their applications that were presented to the Board. A brief description of each application is included.

- Melanie Falvo Woolman, Director of Community Impact, and Shawn Wolcott, Housing Navigation Coordinator
 - Representing United Way of Weld County and applications for \$15,000 for a Coordinated Assessment and Housing Placement System (CAHPS). (CAHPS is a regional entity which works to house the homeless through assessment, assistance, and housing assignments) and for \$20,000 for support of the cold weather shelter for homeless persons.
- Nancy Wiehagan, Executive Director
 - Representing Greeley Transitional House (GTH) and the application for \$10,000 for a case manager to coordinate the Landlord Support Program to assist with relocation housing services. The case manager would work to engage landlords to work with low- and moderate-income families exiting the emergency shelter housing.
- Merredith Munoz, Director of Care Coordination
 - Representing North Colorado Health Alliance and the application for \$30,000 to support the Community Action Collaborative coordinator position. The Collaborative offers a more comprehensive and streamlined process to help 9-1-1 callers who have non-emergency issues.
- Harrison Swift, Executive Director; Ed Riggs, volunteer and peer mentor, and Brian Maras
 - Representing Northern Colorado Veterans Resource Center and the application for \$25,000 to support the Peer Navigation Program for low-income veterans and their families.
- Janet Bedingfield, Executive Director
 - Representing Senior Resource Services and the application for \$20,000 for costs of providing transportation to seniors over age 60 to medical appointments, grocery stores, financial and government institutions, etc.
- Enita Kearns-Hout, Regional Director
 - Representing Catholic Charities and the application for \$15,000 for a case manager to counsel residents on life skills and housing options.

Other applicants whose projects were summarized in the Commissioners' packets:

Public Works – Phase V of a multi-year activity for installation of new or complete replacement of substandard existing sidewalks, curbs, gutters and other infrastructure in Redevelopment District.

Public Works Infrastructure-Alley reconstruction Phase III – Reconstruction of approximately 12 alleys in the Redevelopment District.

Public Works – Support annual City-wide clean-up weekend.

Forestry Program – Parkway Tree Planting

Administration – Includes staffing for management of CDBG funds and projects.

GURA Affordable Housing - Funds to be used for land acquisition, infrastructure associated with an affordable housing development, reconstruction, rehabilitation of multi-family unites other housing activity.

GURA Housing Rehab Loan Program – Revolving funds will provide grants to very low-income residents primarily in GURA's target area who have an emergency housing repair.

GURA Housing Rehab Grant Program – Provides assistance in the form of a grant to low-income households for housing rehab who are unable to financially undertake a loan.

Chair Cummins opened the public hearing at 5:34 p.m. and called for public comment. Melanie Falvo Woolman, Director of Community Impact, United Way Weld County, Merredith Munoz, Director of Care Coordination, North Colorado Health Alliance, and Enita Kearns-Hout, Regional Director, Catholic Charities thanked the GURA staff for the work involved in the CDBG funding process. Chair Cummins closed the public hearing at 5:40 p.m.

Following discussion the Board discussed a recommendation for allocation of the 2021 CDBG funds as follows:

General Administration	\$ 168,000
City Affordable Housing Project	\$ 235,000
City Housing Rehab Loan Program	\$ 137,081
City Housing Rehabilitation Grants	\$ 10,000
United Way Coordinated Assessment & Housing Placement System	\$ 10,000
Greeley Transitional House – housing case management services	\$ 10,000
City-Public Works-Infrastructure-Redevelopment District	\$ 286,860
City-Public Works-Alley reconstruction	\$ 151,500

Redevelopment District parkway tree plantings	\$ 20,500
City-Clean-up Weekend	\$ 15,000
North Colorado Health Alliance – Community Action Collaborative	\$ 15,000
United Way Cold Weather Shelter	\$ 20,000
Catholic Charities – resident life staff case management services	\$ 10,000
Northern Colorado Veterans Service Center	\$ 10,000
Senior Resource Service – transportation support	\$ 10,000
Total Projected Budget	\$1,108,941

Commissioner Costigan made a motion to approve Resolution 1 Series 2020 recommending approval of the proposed Community Block Grant for 2021 with the following caveats:

- GURA's project management noted with activities will float where most needed; unused becomes available next grant year
- Administration will be 20% of the grant award; cannot exceed by regulation
- Public Service percentage, if funded as shown and grant is \$840,000, 11.9% (maximum allowed under grant = 15%); awards will reduce if percentage exceeds 15% of the actual award
- If grant, program income, prior year grant funds, or changes to applications requests are greater/ lesser than projected, adjustment to occur within infrastructure (sidewalks) activity
- Pre-award expenditures up to \$300,000 may be incurred for activities that need start dates before HUD grants are received
- GURA can make changes to the activities shown by up to 10% of the grant without Initiating a new citizen participation process, which includes Board recommendation and Council approval

Commissioner Utrata seconded the motion; the motion carried 6-0. (Commissioner Leffler was absent.)

Approval of Development Agreement between GURA and Archdiocesan Housing for 923 6th Street

In February 2020, GURA staff put out a Request for Proposals (RFP) for a lot owned by GURA at 923 6th Street looking for a developer to build affordable housing on the site. Two proposals were submitted, and the proposal by Archdiocesan Housing to build 29 units of senior housing on the site to complement their existing adjacent site called Immaculate Plaza was accepted in April.

The development agreement is deemed to protect the rights of both parties and ensures that if milestones are not met on the dates listed, the agreement may be terminated by GURA. If the milestones are not met, no land transfer would take place and the property would be available for GURA to put out with another RFP for other interested parties to bid on.

Commissioner Costigan made a motion to approve the Development Agreement between GURA and Archdiocesan Housing for 923 6th Street. Commissioner Duran seconded the motion; the motion carried 6-0. (Commissioner Leffler was absent.)

Election of Officers

Commissioner Costigan nominated Commissioner Cummins as Chair and Commissioner Haas as Vice-Chair. There being no other nominations, Commissioner Welsh seconded the nomination; the nomination was approved 6-0. (Commissioner Leffler was absent.)

IV. Board Member Comments/Reports

Commissioner Welsh invited staff and the Commissioners to do the HPLD Future Library and Innovation Center Survey and share their thoughts about what the new library and innovation center should offer (in terms of programs, resources, services) and look like.

V. Staff Report

None

VI. Adjournment

There being no more business, the meeting was adjourned at 6:06 p.m.

Benjamin Snow, Secretary

Jediah Cummins, Chair



COMMUNITY DEVELOPMENT BLOCK GRANT

2021 APPLICATION - acquisition or construction-related activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: Greeley Urban Renewal Authority Address: 1100 10th Street Suite 201
 Contact person: J.R. Salas Title: GURA Manager
 Phone number: 350-9383 Email: j.r.salas@greeleygov.com

If different from above, person authorized to request funds: _____

Phone # _____ Email: _____ Agency website: www.greeleygov.com

Applicant Type: ☒ Government/Public agency ☐ For-profit business/organization
☐ Faith-based organization ☐ Other (specify) _____
☐ Non-profit 501(c)(3) What year was non-profit status obtained? _____

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: _____ Agency tax ID number: 84-0748779

DUNS number: 112066225 Authorized signatory: J.R. Salas/Benjamin Snow/Jed Cummins

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Acquisition for housing

Description: Provide assistance to an affordable housing project. Funding awarded under this application may be used for land acquisition, infrastructure associated with an affordable housing development, reconstruction, rehabilitation of multi-family units, or other TBD housing activity.

What is the **primary objective** to be assisted through this request (choose one only):

- | | |
|---|--|
| <input type="checkbox"/> Infrastructure (sidewalks, curb/gutter, street lights, alleys, etc.) | <input type="checkbox"/> Infrastructure (trees in parkways) |
| <input type="checkbox"/> Public facility expansion | <input checked="" type="checkbox"/> Acquisition for housing |
| <input type="checkbox"/> Public facility other rehab | <input checked="" type="checkbox"/> Infrastructure for housing |
| <input type="checkbox"/> Housing rehabilitation (SF) | <input type="checkbox"/> Public facility ADA improvements |
| <input type="checkbox"/> Housing rehabilitation (MF) | <input type="checkbox"/> Other neighborhood improvements |
| <input checked="" type="checkbox"/> Housing reconstruction | |

If you consider the objective to be housing-related, describe your reasoning:

A project has not been identified; however, funding through this application is to be used specifically for affordable housing.

Funding request:	CDBG request	<u>\$200,00</u>
	Other funding - SECURED	<u>Unknown</u>
	Other funding - UNSECURED	<u>Unknown</u>
	Total estimated cost to complete the activity	<u>\$200,00</u>

Provide the following: ☐ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT

2021 APPLICATION - acquisition or construction-related activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: Greeley Urban Renewal Authority Address: 1100 10th street Suite 201, Greeley
 Contact person: J.R. Salas Title: GURA Manager
 Phone number: 350.9383 Email: j.r.salas@greeleygov.com

If different from above, person authorized to request funds:

Phone # _____ Email: _____ Agency website: www.greeleygov.com

Applicant Type: ☒ Government/Public agency ☐ For-profit business/organization
☐ Faith-based organization ☐ Other (specify) _____
☐ Non-profit 501(c)(3) What year was non-profit status obtained? _____

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: _____ Agency tax ID number: 84-0748779

DUNS number: 112066225 Authorized signatory: J.R. Salas/Benjamin Snow/Jediah Cummin

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Rehab Grants

Description: These funds will provide grants to very low income residents primarily in GURA's target area who have an emergency housing repair and do not have the income to support a loan. This program also provides grants for accessibility ramps into homes for the low-income community.

What is the **primary objective** to be assisted through this request (choose one only):

- | | |
|---|---|
| <input type="checkbox"/> Infrastructure (sidewalks, curb/gutter, street lights, alleys, etc.) | <input type="checkbox"/> Infrastructure (trees in parkways) |
| <input type="checkbox"/> Public facility expansion | <input type="checkbox"/> Acquisition for housing |
| <input type="checkbox"/> Public facility other rehab | <input type="checkbox"/> Infrastructure for housing |
| <input type="checkbox"/> Housing rehabilitation (SF) | <input type="checkbox"/> Public facility ADA improvements |
| <input type="checkbox"/> Housing rehabilitation (MF) | <input type="checkbox"/> Other neighborhood improvements |
| <input checked="" type="checkbox"/> Housing rehabilitation (SF) | <input type="checkbox"/> Housing reconstruction |

If you consider the objective to be housing-related, describe your reasoning:

This activity would support existing affordable housing through rehab assistance grants.

Funding request: CDBG request \$10,000
 Other funding - SECURED _____
 Other funding - UNSECURED _____
 Total estimated cost to complete the activity \$10,000

Provide the following: ☐ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT 2021 APPLICATION - public service activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: United Way of Weld County (UWWC) Address: 814 9th Street, Greeley, CO 80631

Contact person: Melanie Woolman Title: Director of Community Impact

Phone number: 970-304-6167 Email: mfalvo@unitedway-weld.org

If different from above, person authorized to request funds: n/a

Phone # n/a Email: n/a Agency website: www.unitedway-weld.org

Applicant Type: ☐ Government/Public agency ☐ For-profit business/organization
☐ Faith-based organization ☐ Other (specify) _____
☒ Non-profit 501(c)(3) What year was non-profit status obtained? 1970

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: May-70 Agency tax ID number: 84-6011918

DUNS number: 149297996 Authorized signatory: Jeannine Truswell

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Homeless Coordinated Assessment and Housing Placement System (CAHPS)

The homeless Coordinated Assessment and Housing Placement System (CAHPS) is a shared effort amongst 30+ Weld and Larimer county homeless serving providers, operating as the Northern Colorado Continuum of Care, which is housed at and staffed by United Way of Weld County (UWWC). CAHPS coordinates homelessness services regionally across Northern Colorado by:

- *Assessment, assistance, and assignment. See Attachment A for descriptions on each coordination level.*

What is the **primary service** to be assisted through this request (choose one only):

☐ Shelter ☐ Transportation ☐ Case management ☐ Neighborhood support ☒ Housing specific
☐ Health related ☐ Navigation (through other programs/systems, etc.) ☐ Other _____

If you consider the objective to be housing-related, describe your reasoning:

CAHPS coordinates homelessness services across Weld and Larimer counties for those who are homeless or at-risk of homelessness. Through this work between agencies, people who are experiencing homelessness find and maintain housing. For instance, since its founding in February 2016, 406 homeless veterans in Weld and Larimer counties have found and maintained housing. Also through the CAHPS process, 237 chronic individuals, 241 families, and 10 youth aged 18-25 that were experiencing homelessness have found and maintained housing.

Funding request:	CDBG request	<u>\$15,000</u>
	Other funding - SECURED	<u>\$38,688</u>
	Other funding - UNSECURED	<u>\$26,404</u>
	Total estimated cost to complete the activity	<u>\$80,092</u>

Provide the following: ☒ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT

2021 APPLICATION - public service activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: Greeley Transitional House Address: 1206 10th Street Greeley CO 80631

Contact person: Nancy Wiehagen Title: Executive Director

Phone number: 970-325-3215 Email: nancy@greeleyfamilyhouse.org

If different from above, person authorized to request funds: _____

Phone # _____ Email: _____ Agency website: _____

Applicant Type: ☐ Government/Public agency ☐ For-profit business/organization
☐ Faith-based organization ☐ Other (specify) _____
☒ Non-profit 501(c)(3) What year was non-profit status obtained? 1985

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: _____ Agency tax ID number: 84-1045958

DUNS number: 168654606 Authorized signatory: Nancy Wiehagen

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Landlord Support Program

The proposed activity with CDBG funding in 2021 is to provide support for the case manager to coordinate our Landlord Support Program. The Landlord recruitment program is on-going as there are never enough landlords to meet the needs of our families. This program provides a strategic effort to engage landlords to work with families exiting The House by assuring them we will provide exceptional customer service, on-going case manager support, and a tenant education program. These strategies encourage landlords to work with our families during a continuing tight rental market. The proposed outcomes for this program are: 1) increased housing opportunities for at-risk families; 2) shorter lengths of stay at The House and, 3) increased ability to serve more families in the emergency shelter.

What is the **primary service** to be assisted through this request (choose one only):

☒ Shelter ☐ Transportation ☐ Case management ☐ Neighborhood support ☒ Housing specific
☐ Health related ☐ Navigation (through other programs/systems, etc.) ☐ Other _____

If you consider the objective to be housing-related, describe your reasoning:

These funds would provide support for a case manager to coordinate the Landlord Support Program. The Program provides a strategic effort to engage landlords to work with low and moderate income families exiting the emergency shelter housing. Components of the program are to continue case management and tenant education. The program recruits and encourages landlords to work Greeley Family House families in an exceptionally tight housing market.

Funding request:	CDBG request	<u>\$10,000</u>
	Other funding - SECURED	<u>\$8,000</u>
	Other funding - UNSECURED	<u>\$25,900</u>
	Total estimated cost to complete the activity	<u>\$43,900</u>

Provide the following: ☒ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT

2021 APPLICATION - acquisition or construction-related activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: City of Greeley, Public Works Department Address: 1001 9th Avenue, Greeley 80631

Contact person: Shane(Rick) Dorsey Title: Concrete Maintenance Coordinator/ Project Manager

Phone number: 970 336 4081 Email: rick.dorsey@greeleygov.com

If different from above, person authorized to request funds: _____

Phone # _____ Email: _____ Agency website: _____

Applicant Type: ☒ Government/Public agency ☐ For-profit business/organization

☐ Faith-based organization ☐ Other (specify) _____

☐ Non-profit 501(c)(3) What year was non-profit status obtained? _____

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: Not Applicable Agency tax ID number: 84-6000593

DUNS number: 11-206-6225 Authorized signatory: Shane P. Dorsey

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: 2021 Infrastructure Improvements

*Work in general consists of removal and replacement of curb and gutter and a couple thousand square yards of miscellaneous ROW infrastructure concrete including sidewalks, access ramps, cross pans, alley aprons, etc. within the Maplewood Neighborhood. In some areas where trees have become overgrown and are deemed unsafe or have upheaved concrete sidewalks or curb and gutter, trees will be removed or brought within City Forestry compliance. In General any tree removed will be replaced with a new tree. Landscape modifications will be required at almost all of the addresses and some locations will require major landscape modification. Public Works would like to emphasize that the project is not "patching" any concrete work. All work is **Removal and Replacement** of existing or **New** where there is no existing pedestrian infrastructure*

- | | |
|--|--|
| <input checked="" type="checkbox"/> Infrastructure (sidewalks, curb/gutter, street lights, alleys, etc.) | <input checked="" type="checkbox"/> Infrastructure (trees in parkways) |
| <input type="checkbox"/> Public facility expansion | <input type="checkbox"/> Acquisition for housing |
| <input type="checkbox"/> Public facility other rehab | <input type="checkbox"/> Infrastructure for housing |
| <input type="checkbox"/> Housing rehabilitation (SF) | <input checked="" type="checkbox"/> Other neighborhood improvements |
| <input type="checkbox"/> Housing rehabilitation (MF) | <input type="checkbox"/> Housing reconstruction |

If you consider the objective to be housing-related, describe your reasoning:

Funding request: CDBG request \$500,000

Other funding - SECURED _____

Other funding - UNSECURED _____

Total estimated cost to complete the activity Total project is \$5.8 million to install sidewalks and ramps over several years. This request can be for a stand alone phase with annual requests for ada

Provide the following: ☐ Documentation indicating signatory authority to apply for funding as available.



COMMUNITY DEVELOPMENT BLOCK GRANT

2021 APPLICATION - acquisition or construction-related activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: City of Greeley - Public Works Address: 1203 3rd Street
 Contact person: Jerry Pickett Title: Street Superintendent
 Phone number: 970-350-9335 Email: jerry.pickett@greeleygov.com

If different from above, person authorized to request funds:

Phone # _____ Email: _____ Agency website: www.greeleygov.com

Applicant Type: ☒ Government/Public agency ☐ For-profit business/organization
☐ Faith-based organization ☐ Other (specify) _____
☐ Non-profit 501(c)(3) What year was non-profit status obtained? _____

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: _____ Agency tax ID number: 84-6000593

DUNS number: 11-206-6225 Authorized signatory: Jerry Pickett

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Alley reconstruction

Description: Reconstruct graveled alleys with Recycled Asphalt Millings in GURA's re-development areas. 10-12 alleys will be completed with these funds.

What is the **primary objective** to be assisted through this request (choose one only):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Infrastructure (sidewalks, curb/gutter, street lights, alleys, etc.) | <input type="checkbox"/> Infrastructure (trees in parkways) |
| <input type="checkbox"/> Public facility expansion | <input type="checkbox"/> Acquisition for housing |
| <input type="checkbox"/> Public facility other rehab | <input type="checkbox"/> Infrastructure for housing |
| <input type="checkbox"/> Housing rehabilitation (SF) | <input type="checkbox"/> Other neighborhood improvements |
| <input type="checkbox"/> Housing rehabilitation (MF) | <input type="checkbox"/> Housing reconstruction |

If you consider the objective to be housing-related, describe your reasoning:

Funding request:	CDBG request	<u>\$150,000</u>
	Other funding - SECURED	<u>\$50,000</u>
	Other funding - UNSECURED	_____
	Total estimated cost to complete the activity	<u>\$200,000</u>

Provide the following: ☒ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT

2021 APPLICATION - acquisition or construction-related activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: City of Greeley, Forestry Address: 2631 52nd Avenue Court, Greeley, CO 80634-4002
 Contact person: Shiloh Hatcher Title: Forestry Manager
 Phone number: 970-339-2436 Email: shiloh.hatcher@greeleygov.com

If different from above, person authorized to request funds:

Phone # _____ Email: _____ Agency website: www.greeleygov.com

Applicant Type: ☒ Government/Public agency ☐ For-profit business/organization
☐ Faith-based organization ☐ Other (specify) _____
☐ Non-profit 501(c)(3) What year was non-profit status obtained? _____

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: _____ Agency tax ID number: 84-600593

DUNS number: 11-206-6225 Authorized signatory: Shiloh Hatcher

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Parkway Reforestation Program

Description: Within the Redevelopment District (in the older areas of Greeley), many mature trees that line the streets are rapidly declining and dying. In an effort to once again have appealing tree-lined streets in this area, we offer parkway trees to those property owners who commit to providing appropriate tree care in order to enhance their neighborhood.

What is the **primary objective** to be assisted through this request (choose one only):

- | | |
|---|--|
| <input type="checkbox"/> Infrastructure (sidewalks, curb/gutter, street lights, alleys, etc.) | <input checked="" type="checkbox"/> Infrastructure (trees in parkways) |
| <input type="checkbox"/> Public facility expansion | <input type="checkbox"/> Acquisition for housing |
| <input type="checkbox"/> Public facility other rehab | <input type="checkbox"/> Infrastructure for housing |
| <input type="checkbox"/> Housing rehabilitation (SF) | <input type="checkbox"/> Other neighborhood improvements |
| <input type="checkbox"/> Housing rehabilitation (MF) | <input type="checkbox"/> Housing reconstruction |

If you consider the objective to be housing-related, describe your reasoning:

Funding request:	CDBG request	<u>\$20,000</u>
	Other funding - SECURED	_____
	Other funding - UNSECURED	<u>\$3,000</u>
	Total estimated cost to complete the activity	<u>\$23,000</u>

Provide the following: ☐ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT

2021 APPLICATION - public service activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: City of Greeley Public Works Address: 1203 3rd Street

Contact person: Jerry Pickett Title: Street Superintendent

Phone number: 970-350-9335 Email: jerry.pickett@greeleygov.com

If different from above, person authorized to request funds: _____

Phone # _____ Email: _____ Agency website: _____

Applicant Type: ☒ Government/Public agency ☐ For-profit business/organization

☐ Faith-based organization ☒ Other (specify) _____

☐ Non-profit 501(c)(3) What year was non-profit status obtained? _____

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: _____ Agency tax ID number: 84-60000593

DUNS number: 11-206-6225 Authorized signatory: Jerry Pickett

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Spring Clean Up Event

46th Annual Spring Clean Up Program

What is the **primary service** to be assisted through this request (choose one only):

☐ Shelter ☐ Transportation ☐ Case management ☒ Neighborhood support ☐ Housing specific

☐ Health related ☐ Navigation (through other programs/systems, etc.) ☐ Other _____

If you consider the objective to be housing-related, describe your reasoning:

Funding request:	CDBG request	<u>\$15,000</u>
	Other funding - SECURED	<u>\$37,806</u>
	Other funding - UNSECURED	<u>\$23,670</u>
	Total estimated cost to complete the activity	<u>\$76,476</u>

Provide the following: ☐ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT 2021 APPLICATION - public service activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: North Colorado Health Alliance Address: 2930 11th Ave Evans, CO 80645

Contact person: Meredith Munoz Title: Community Action Collaborative

Phone number: 970-373-8499 Email: mmunoz.alliance@noco.org

If different from above, person authorized to request funds: Juan Machuca, NCHA Staff Accountant

Phone # 970-395-1115 Email: jmachuca.sunrise@noco.org Agency website: northcoloradohealthalliance.

Applicant Type: ☐ Government/Public agency ☐ For-profit business/organization

☐ Faith-based organization ☐ Other (specify) _____

☒ Non-profit 501(c)(3) What year was non-profit status obtained? 2003

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: 20-May-03 Agency tax ID number: 65-1189617

DUNS number: 1414163670000 Authorized signatory: Mark Wallace

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Community Action Collaborative

The Community Action Collaborative (CAC) is a partnership between first responders, law enforcement, physical and behavioral healthcare, and community agencies with a focus on the prevention and diversion of vulnerable individuals from preventable hospital and jail admissions. These individuals may be experiencing homelessness, housing instability, excessive non-emergent 911 use, frequent ER admissions, and are often justice involved. This collaborative effort began after a 100 day pilot program led by North Colorado Health Alliance, which evaluated prevention and diversion strategies while focusing on connecting individuals to the appropriate resources needed. The CAC is now in its fourth year of operation with continued success, surpassing goals of not only prevention and diversion which address potentially avoidable costs, but also strengthening our agency partnerships with organizations such as the Cold Weather Shelter to ensure that those most vulnerable are wrapped with identified resources to support their mental and physical health as well as addressing their social determinants of health needs.

What is the **primary service** to be assisted through this request (choose one only):

☐ Shelter ☐ Transportation ☐ Case management ☐ Neighborhood support ☐ Housing specific

☐ Health related ☒ Navigation (through other programs/systems, etc.) ☐ Other _____

If you consider the objective to be housing-related, describe your reasoning:

The Community Action Collaborative (CAC) has a strong focus on getting the individuals we serve into stable housing. The CAC Coordinator is a member of the CAHPS steering committee (which is a higher level of oversight of the CAHPS housing process), participates in weekly case conferences through the Coordinated Assessment Housing Placement Systems (CAHPS), and maintains a strong partnership with the Housing Navigation Center to ensure accessibility to members so their housing related concerns are addressed. The CAC is a unique community resource, as many partner agencies alone are limited by their scope to assist specifically with housing related concerns as they relate to homelessness and instability.

Funding request: CDBG request \$30,000

Other funding - SECURED \$30,000

Other funding - UNSECURED _____

Total estimated cost to complete the activity \$60,000

Provide the following: ☐ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT 2021 APPLICATION - public service activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: Northern Colorado Veterans Resource Center Address: 4650 W 20th Street, Suite A, Greeley, CO 80634

Contact person: Harrison Swift Title: Director

Phone number: 970-888-4249 Email: harrisonswift@nocovrc.com

If different from above, person authorized to request funds: _____

Phone # _____ Email: _____ Agency website: www.nocovrc.com

Applicant Type: ☐ Government/Public agency ☐ For-profit business/organization
☐ Faith-based organization ☐ Other (specify) _____
☒ Non-profit 501(c)(3) What year was non-profit status obtained? 2018

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: 3/10/2017 Agency tax ID number: 82-0842029

DUNS number: 081202349 Authorized signatory: Harrison Swift

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Peer navigation support for low-income veterans and their families

Description: NCVRC launched in 2018, with its capstone Peer Navigator Support program. In this program, low-income and at-risk veterans are supported by a veteran peer, who helps them address their concerns regarding civilian integration. Client-identified issues include employment support, accessing mental health services, enrolling in VA services, accessing educational help, addressing substance abuse, and other needs. In general, veterans access NCVRC services for matters with the potential for lifelong economic impact, and 100% of clients of LMI. Clients can be served on-site, via phone, or via teleconference, as needed. NCVRC has utilized a full-time navigator to serve an average of 400 clients per year, but requires a second half-time navigator in order to support the needs of an estimated 200 additional clients, as demand for the program increases weekly. About 15% of these clients typically require emergency micro-grants, paid on behalf of the client directly to a service provider (landlord, utility company, etc). This program expansion will focus on Greeley residents and will cost \$55,000 to launch.

What is the **primary service** to be assisted through this request (choose one only):

☐ Shelter ☐ Transportation ☒ Case management ☐ Neighborhood support ☐ Housing specific
☐ Health related ☐ Navigation (through other programs/systems, etc.) ☐ Other _____

If you consider the objective to be housing-related, describe your reasoning:

While the NCVRC request is not primarily housing related, case managers do address housing stability as a primary need for housing-vulnerable veterans, through collaboration with SSVA.

Funding request:	CDBG request	<u>\$25,000</u>
	Other funding - SECURED	<u>\$30,000</u>
	Other funding - UNSECURED	_____
	Total estimated cost to complete the activity	<u>\$55,000</u>

Provide the following: ☒ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT 2021 APPLICATION - public service activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: Senior Resource Services dba 60+ Ride Address: 800 8th Avenue, Suite 229, Greeley, CO 80631
Contact person: Janet Bedingfield Title: Executive Director
Phone number: (970) 352-9348 Email: janet@60plusride.org

If different from above, person authorized to request funds:

Phone # _____ Email: _____ Agency website: www.60plusride.org

Applicant Type: ☐ Government/Public agency ☐ For-profit business/organization
☐ Faith-based organization ☐ Other (specify) _____
☒ Non-profit 501(c)(3) What year was non-profit status obtained? _____

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: 2007 Agency tax ID number: 204429783

DUNS number: 860944953 Authorized signatory: Janet Bedingfield

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Older Adults Transportation Program

60+ Ride is requesting support for its free transportation program which provides access to critical services such as medical appointments, nutrition and food resources, personal care appointments, mainstream benefits appointments, and socialization events for Greeley's low-income, older adult population. The targeted population is individuals who have very low incomes and do not have the resources or physical stamina to utilize public transportation. The program relies primarily on volunteer drivers supplemented by an agency-owned vehicle and part-time drivers. The program's primary goal (and the agency's mission) is to support our aging adult population in maintaining independence and emotional and physical health through continuing to live in their own home. In summary, the 60+ Ride program is a preventive program designed to improve wellness, increase independence, and prevent homelessness through support to age in place.

What is the **primary service** to be assisted through this request (choose one only):

☐ Shelter ☒ Transportation ☐ Case management ☐ Neighborhood support ☐ Housing specific
☐ Health related ☐ Navigation (through other programs/systems, etc.) ☐ Other _____

If you consider the objective to be housing-related, describe your reasoning:

The transportation program is very much housing-related in that it is a preventative program designed to enable older adults to live independently by insuring access to critical services that will improve wellness and foster socialization. By supporting vulnerable older adults in their homes we reduce the burden on our limited affordable housing stock as well as costly, long-term care facilities.

Funding request:	CDBG request	<u>\$20,000</u>
	Other funding - SECURED	<u>\$115,400</u>
	Other funding - UNSECURED	<u>\$0</u>
	Total estimated cost to complete the activity	<u>\$135,400</u>

Provide the following: ☒ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT 2021 APPLICATION - public service activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: United Way of Weld County (UWWC) Address: 814 9th Street, Greeley, CO 80631

Contact person: Melanie Woolman Title: Director of Community Impact

Phone number: 970-304-6167 Email: mfalvo@unitedway-weld.org

If different from above, person authorized to request funds: n/a

Phone # n/a Email: n/a Agency website: www.unitedway-weld.org

Applicant Type: ☐ Government/Public agency ☐ For-profit business/organization
☐ Faith-based organization ☐ Other (specify) _____
☒ Non-profit 501(c)(3) What year was non-profit status obtained? 1970

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: May-70 Agency tax ID number: 84-6011918

DUNS number: 149297996 Authorized signatory: Jeannine Truswell

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Housing Navigation Center Cold Weather Shelter (CWS)

Description: *On behalf of service providers and the larger community, United Way of Weld County (UWWC) is seeking funding to provide a cold weather shelter for homeless individuals and families so that they have a warm and safe place to spend the night during the coldest months of the year. The shelter is located at the United Way of Weld County Housing Navigation Center (HNC) at 2930 11th Avenue, Evans, Colorado; the requested funding will be used to staff the shelter and for other directly related expenses. 2020-2021 cold weather shelter plans include a dedicated space for single men and women and the use of space at Catholic Charities Guadalupe Community Center and hotel vouchers for families. It is anticipated the shelter will operate from November 1, 2020 through April 15, 2021. Catholic Charities will again manage and staff the shelter, as was the case for the past three seasons.*

What is the **primary service** to be assisted through this request (choose one only):

☒ Shelter ☐ Transportation ☐ Case management ☐ Neighborhood support ☐ Housing specific
☐ Health related ☐ Navigation (through other programs/systems, etc.) ☐ Other _____

If you consider the objective to be housing-related, describe your reasoning:

As part of Housing Navigation Center operations, the cold weather shelter is a point of connection for people living out of doors or in a car or who are experiencing extreme household instability. Staying at the cold weather shelter leads to engagement with HNC programming which can lead to a housing placement. In the first year of year-round HNC operations (beginning April 2019), 10% of active households were successfully housed while others were connected to year-round shelter programs and other housing-directed services.

Funding request:	CDBG request	<u>\$20,000</u>
	Other funding - SECURED	<u>\$111,038</u>
	Other funding - UNSECURED	<u>\$124,790</u>
	Total estimated cost to complete the activity	<u>\$255,828</u>

Provide the following: ☒ Documentation indicating signatory authority to apply for/receive grants and sign for agency.



COMMUNITY DEVELOPMENT BLOCK GRANT 2021 APPLICATION - public service activities



PART 1 - APPLICANT INFORMATION and BRIEF OVERVIEW OF REQUEST

Applicant: Catholic Charities Address: 1442 N. 11th Avenue, Greeley CO 80631

Contact person: Enita Kearns-Hout Title: Weld County Regional Director

Phone number: 970-616-8604 Email: ekearns-hout@ccdenver.org

If different from above, person authorized to request funds: Darren Walsh, President and CEO

Phone # 303-742-0828 Email: grants@ccdenver.org Agency website: www.ccdenvr.org

Applicant Type: ☐ Government/Public agency ☐ For-profit business/organization
☒ Faith-based organization ☐ Other (specify) _____
☒ Non-profit 501(c)(3) What year was non-profit status obtained? 1946

Applicant description: (Applicant must have a DUNS number and an "active" registration at www.sam.gov to apply.)

Date of incorporation: 4/27/1928 Agency tax ID number: 84-0686679

DUNS number: 07-834-2276 Authorized signatory: Darren Walsh, President and CEO

SAM.gov registered? ☒ Yes ☐ No (Application will not be reviewed without sam.gov registration.)

Provide a **brief** description of the proposed activity, including location (site address) if different from agency address:

Activity name: Case Management

Description: Support is being requested for the Case Management program that supports a continuum of services spanning initial triage and stabilization services for homeless men and women, culminating with housing stabilization once they leave the shelter. The Case Manager serves as a life coach, motivator, teacher and knowledgeable resource referral agent. To climb out of homelessness, our residents must focus on the goals of acquiring income/employment, repairing their credit, accumulating savings and locating affordable housing. A Housing Retention Specialist assists residents in finding sustainable housing commensurate with their ability to cover the deposits and manage the monthly rent. This position is part of a redesign of our service delivery model to homeless individuals that allows the Case Manager to provide support and guidance during the resident's up to 120-day stay at the Guadalupe shelter, and then provide post-transition support with Housing Retention services for up to 6 months. See Attachment A for the full activity description.

What is the **primary service** to be assisted through this request (choose one only):

☐ Shelter ☐ Transportation ☒ Case management ☐ Neighborhood support ☐ Housing specific
☐ Health related ☐ Navigation (through other programs/systems, etc.) ☐ Other _____

If you consider the objective to be housing-related, describe your reasoning:

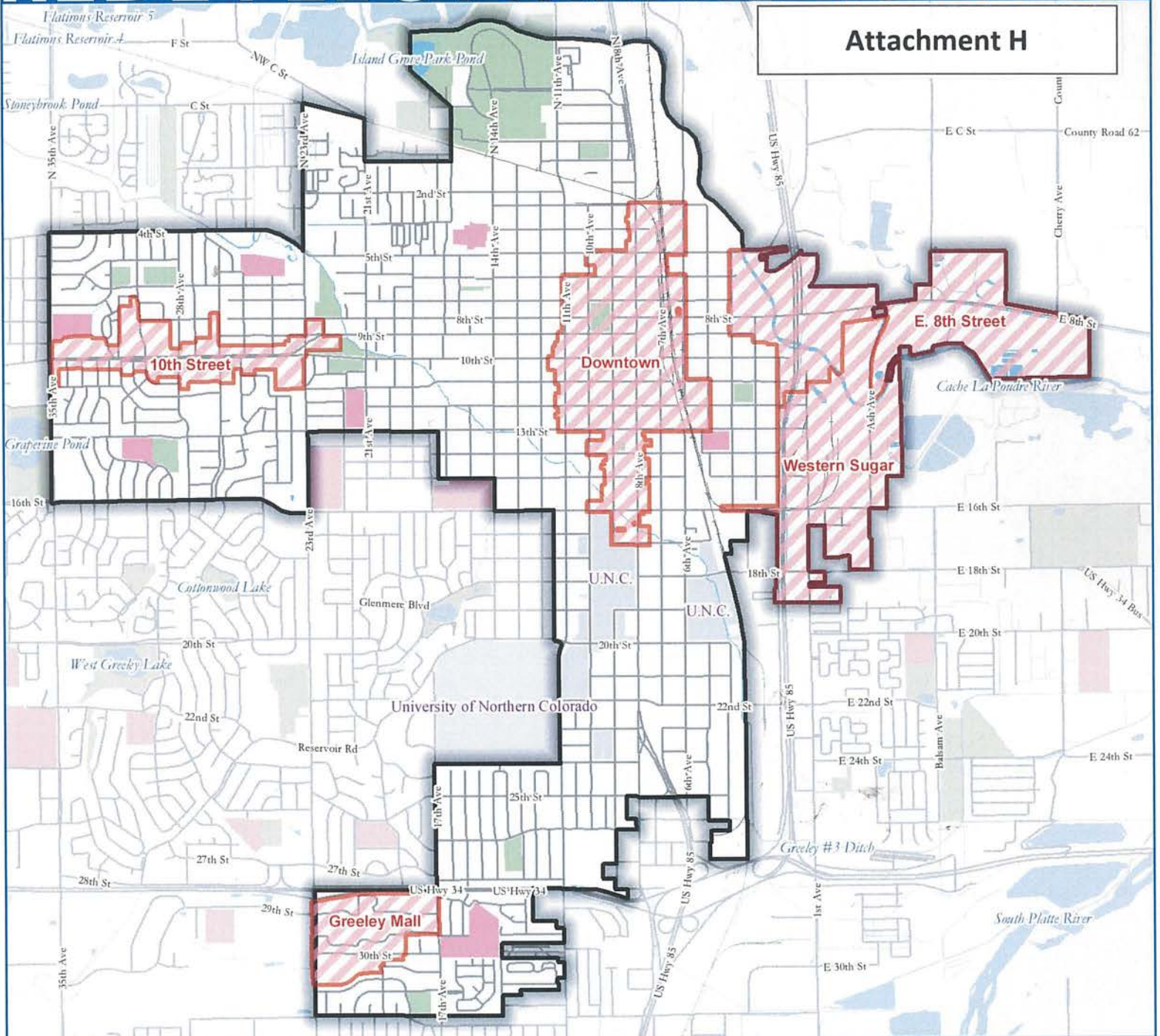
The goal of all the services provided at the Guadalupe shelter is to help guide our residents from homelessness into sustainable housing as quickly as possible. Post-shelter case management services include connecting our clients to resources outside the shelter to enhance their well-being, as well as crisis support.

Funding request:	CDBG request	<u>\$15,000</u>
	Other funding - SECURED	<u>\$32,000</u>
	Other funding - UNSECURED	<u>\$24,112</u>
	Total estimated cost to complete the activity	<u>\$71,112</u>

Provide the following: ☒ Documentation indicating signatory authority to apply for/receive grants and sign for agency.

REDEVELOPMENT DISTRICT

Attachment H



Created: December 29, 2010
By: Planning, GIS

Legend



2010 Urban Renewal Boundary



Railroad



Waterbodies



TIF Districts



Public Schools



Universities



Parklands

GURA

10th Street
Western Sugar
Greeley Mall
E. 8th Street

Other

Downtown

Notes:

All planimetric data was digitized from aerial photographs dated 1987, 1992, 1995, 2000, and 2005. Updates are continual and data representations will change over time. This product is not necessarily accurate to engineering or surveying standards but does meet National Mapping Accuracy Standards (NMAS). The information contained within this document is not intended to be used for the preparation of construction documents.

Information contained on this document remains the property of the City of Greeley. Copying any portion of this map without the written permission of the City of Greeley is strictly prohibited.



COMMUNITY DEVELOPMENT BLOCK GRANT

Proposed Activities and Budget
2021



CDBG AT WORK IN GREELEY



Infrastructure Activities

- Phase IV-Curb, gutter, sidewalks, ramps ADA compliancy, other project costs
 - Maplewood Neighborhood
- Phase III-Alley reconstruction
 - Also in Maplewood Neighborhood
- Parkway Tree Planting
 - Redevelopment District
 - 305 trees since 2012



CDBG AT WORK IN GREELEY



GURA

- Single-family housing rehab loans
- Grants for those unable to financially repay loan

Clean-up Weekend

- Moved to October 2020



CDBG AT WORK IN GREELEY



Assist Non-Profits' Work with LMI

- Catholic Charities-Guadalupe Community Center-Case Management
- Greeley Transitional House-Housing Case Management
- North Colorado Health Alliance-Community Action Collaborative
- Senior Resource Services-60+ Transportation Services

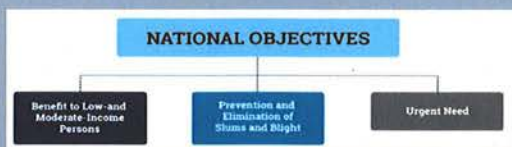


APPLICATION ELIGIBILITY

NATIONAL OBJECTIVES
PRIORITIES
OTHER CONSIDERATIONS



NATIONAL OBJECTIVES



Assistance to low- moderate-income residents

- 70% of grant minimum

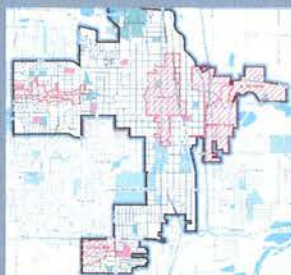
Prevent and Eliminate Slum-Blight

Urgent Need (Assistance in an emergency)

- CDBG-CV - \$493,277 to prepare for, prevent, and respond to the COVID-19 pandemic



CONSOLIDATED PLAN PRIORITIES



HIGH PRIORITIES

- Preserve, maintain, and provide access to affordable housing for homeless, low-moderate-income, underserved, and/or special needs residents, including housing-related public services
- Revitalize neighborhoods of the Redevelopment District



PRIORITIES CONTINUED



LOW PRIORITIES

- Support public facilities that serve the homeless, low- moderate-income, underserved, and/or special needs residents OR low- moderate-income neighborhoods
- Support non-housing public services that assist homeless, low- moderate-income, underserved, and special needs residents



OTHER CONSIDERATIONS



ECONOMIC HEALTH
& HOUSING

- Emphasis on projects that support affordable housing or that are of a capital nature
- Reduce focus on support of public facilities and services not specific to housing
- Expect greater financial support from non-profit agencies for public facility and service activities, increased collaboration, and collective impact
- Continued support of public services during COVID-19



CDBG 2021 2nd Year of 2020-2024 Consolidated Plan

Applications



Affordable Housing

GURA application - Placeholder for future applications or RFP responses

- Multi-family housing
- Acquisition or infrastructure support (SF/MF)
- Cannot be used for construction costs
- TBD Project(s)
- Supports City's Strategic Housing Plan

Request - \$200,000 (potential to leverage other TBD funds)



Affordable Housing

Single-Family Housing Rehab Program

- Loans for qualified LMI households for energy efficiency improvements, to address code compliancy issues, etc.

Request - \$137,081 RLF

- Grants provided to qualified LMI households unable to support a loan payment for ramps, water heaters, furnace repair, etc.

Request - \$10,000 (100% of cost)



Affordable Housing

Housing-specific Public Services

- **United Way - Coordinated Assessment and Housing Placement System (CAHPS)**
 - Weld and Larimer collaboration to locate homeless, assess for vulnerability, and house

Request - \$15,000

- **Greeley Transitional House**
 - Housing case manager support

Request - \$10,000



Neighborhoods

- **Redevelopment District Infrastructure Phase V**
 - Maplewood neighborhood

Request - \$500,000

- **Phase III Alley Reconstruction**
 - 10-12 alleys in TBD Redevelopment District

Request - \$150,000

- **Tree Planting**

Request - \$20,000

- **Clean-up Weekend**

Request - \$15,000



Non-Housing Services

- **North Colorado Health Alliance**
 - Community Action Collaborative; partnership with NCHA, Greeley Fire, North Range Behavioral Health; Non-emergency calls to 911 response
Request \$30,000
- **Northern Colorado Veterans Resource Center**
 - Peer Navigation Program additional part time staff
Request \$25,000
- **Senior Resource Services (60+ Ride)**
 - Transportation services for elderly
Request \$20,000



Non-Housing Services

- **United Way – Cold Weather Shelter**
 - At Housing Navigation Center; November-March
Request \$20,000
- **Catholic Charities**
 - Case Management Support at Guadalupe Community Center
Request \$15,000

**CATHOLIC
CHARITIES**
ARCHDIOCESE OF DENVER



2021 SUMMARY-RECOMMENDED

Applicant/Request	Request	Recommend	Project Mgt. *	Total Funding
City-GURA-Grant Administration	\$ 168,000	\$ 168,000		\$ 168,000
PRIORITY - AFFORDABLE HOUSING				
City-GURA-TBD Affordable Housing Activity(ies)	200,000	235,000		235,000
City-GURA-SF Housing Rehabilitation Loans	137,081	137,081		137,081
City-GURA-SF Housing Rehabilitation Grants	10,000	10,000		10,000
Agency-Public Service-United Way-CAHPS **	15,000	10,000		10,000
Agency-Public Service-Greeley Trans. House Housing Case Mgr. **	10,000	10,000		10,000
PRIORITY - NEIGHBORHOOD REVITALIZATION				
City-Public Works-Public Improvements	500,000	278,360	8,500	286,860
City-Public Works-Alley Reconstruction	150,000	150,000	1,500	151,500
City-CPR/Forestry-Parkway Tree Planting	20,000	20,000	500	20,500
City-Public Works-Clean-up Weekend **	15,000	15,000		15,000
PRIORITY - PUBLIC SERVICE ACTIVITIES				
North Colorado Health Alliance-Action Collaborative **	30,000	15,000		15,000
Northern Colorado Veterans Resource Center **	25,000	10,000		10,000
Senior Resource Services-Transportation for 60+ **	20,000	10,000		10,000
United Way-Cold Weather Shelter **	20,000	20,000		20,000
Catholic Charities-Guadalupe Case Management **	15,000	10,000		10,000
TOTALS	\$1,355,581	\$1,098,441	\$10,500	\$1,108,941
ANTICIPATED GRANT				\$840,000
PROGRAM INCOME and REVOLVING LOAN FUNDS				\$268,441
PRIOR YEAR GRANT AVAILABLE				\$500



NOTES – COUNCIL APPROVAL TO INCLUDE

- *GURA's project management noted with activities will float where most needed; unused becomes available next grant year.
- Administration will be 20% of the grant award (cannot exceed 20%).
- **Public Service percentage, if funded as shown and grant is \$840,000, 11.9% (maximum allowed under grant = 15%); awards will reduce if percentage exceeds 15% of the actual award.
- If grant, program income, prior year grant funds, or changes to applications requests are greater/lesser than projected, adjustment to occur within infrastructure (sidewalks) activity.
- Pre-award expenditures up to \$300,000 may be incurred for activities that need start dates before HUD grants are received.
- GURA can make changes to the activities shown by up to 10% of the grant without initiating a new citizen participation process, which includes Board recommendation and Council approval.



Council Agenda Summary

October 20, 2020

Agenda Item Number 23

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

Title:

Consideration of a resolution authorizing the City to enter into an Allotment Contract between The Windy Gap Firming Project Water Activity Enterprise, Municipal Subdistrict, Northern Colorado Water Conservancy District, and The City of Greeley, acting by and through its Water Enterprise, for capacity in The Windy Gap Firming Project

Summary:

The Windy Gap Firming Project ("Firming Project") is the proposed construction of a 90,000 Acre Foot reservoir ("Chimney Hollow Reservoir") in Larimer County near Carter Lake for the benefit of the project participants ("Participants"). The project has not yet been financed or constructed, but has all appropriate permits. The Allotment Contract defines the terms and conditions for Greeley's 10.21% participation in the Firming Project, its construction of Chimney Hollow Reservoir, post construction operational expenses, and future capital repairs or rehabilitations as necessary. The Allotment Contract also defines the financing obligations, defaults and remedies.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$56M - \$60M
What is the annual impact?	Annual Debt Service
What fund of the City will provide Funding?	Water New Construction (Fund 405)
What is the source of revenue within the fund?	Revenue Bond Proceeds
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	Greeley and other participants are planning a pooled financing investment grade municipal bond issuance in 2022

Legal Issues:

On December 19, 2014, the U.S. Bureau of Reclamation ("Bureau") issued its Record of Decision (i.e., permit) and on May 16, 2017, the U.S. Army Corps of Engineers ("Corps") issued its Record of Decision, both of which approved the Firming Project. In 2017, Save The Colorado, Save the Poudre, Wildearth Guardians, Living Rivers, Waterkeeper Alliance and other organizations filed a complaint against the Bureau and the Corps challenging their respective permits. In 2019, the parties filed their respective briefs with the court. This matter is still pending, however, as the court has not yet ruled on the merits of the case.

The Participants, along with Northern Water, negotiated the terms of the Allotment Contract. Among other provisions, the Allotment Contract contains a severe default and remedy clause in the event that a Participant fails to make its pro rata payments. If a Participant fails to pay its pro rata share of either the construction or the operation and maintenance costs, then the defaulting Participant may forfeit all or a portion of its interest in the Firming Project (see attached default table). If a Participant forfeits all or a portion of its interest, then the remaining Participants might have to “step-up” and pay the defaulting Participant's outstanding construction or operation and maintenance costs or both. By signing the Allotment Contract, the City is acknowledging and agreeing to such terms.

The City Attorney's Office has reviewed and approved the Allotment Contract as to form.

Other Issues and Considerations:

This project is a high priority for the City. The Firming Project increases the yield of its existing Windy Gap Shares, adds surface water storage to its portfolio and aligns with the City's 2040 vision to continue being leaders in water resource management.

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
Presentation on Windy Gap Firming Allotment
Windy Gap Firming Allotment Contract
Windy Gap Firming Escrow Agreement
Windy Gap Firming Default Table
Windy Gap Firming Financial Tables
PowerPoint Presentation

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 20__

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN ALLOTMENT CONTRACT BETWEEN THE WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE, MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AND THE CITY OF GREELEY, ACTING BY AND THROUGH ITS WATER ENTERPRISE, FOR CAPACITY IN THE WINDY GAP FIRING PROJECT.

WHEREAS, The Windy Gap Firing Project Enterprise (“WGFP Enterprise”) is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.* that is owned by the Municipal Subdistrict, Northern Colorado Water Conservancy District. The WGFP Enterprise is a water activity enterprise that will exercise the authorities granted by C.R.S. §§ 37-45-101 *et seq.*, 37-45.1-101 *et seq.*, 31-35-401 *et seq.*, and any other relevant grant of statutory authority, for the purpose of planning, financing, acquisition, construction, operation, administration, maintenance, repair, replacement, rehabilitation, and improvement of the Windy Gap Firing Project (“Firing Project”).

WHEREAS, The Firing Project is described, in general, in the United States Bureau of Reclamation Record of Decision, together with supporting documents for the Firing Project dated December 2011, as may be amended from time to time.

WHEREAS, The Firing Project has not yet been financed, constructed, and completed. The Allotment Contract, therefore, includes provisions that address the Firing Project before and after completion of construction and commencement of project operation.

WHEREAS, pursuant to C.R.S. § 31-35-402 (h), the City has the authority to enter into and perform contracts and agreements with other municipalities for or concerning the planning, construction, lease, or other acquisition and the financing of water facilities and the maintenance and operation thereof.

WHEREAS, pursuant to Section 02.07.040, Greeley Municipal Code, the City has the authority to enter into cooperative or joint activities with other governmental bodies, which involve the direct, monetary payment of more than one hundred thousand dollars (\$100,000.00), if approved by resolution of the City Council.

WHEREAS, it is in the best interest of the citizens of Greeley for the parties to enter into this intergovernmental agreement.

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

1. The City Manager is hereby authorized to execute the Allotment Contract between The Windy Gap Firing Project Water Activity Enterprise, Municipal Subdistrict, Northern Colorado Water Conservancy District, and The City of Greeley, Colorado, a Colorado Home Rule Municipal Corporation, acting by and through its Water

Enterprise, for Capacity in The Windy Gap Firing Project, attached hereto.

2. This Resolution shall become effective immediately after its passage, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 20__.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

John Gates, Mayor

**ALLOTMENT CONTRACT BETWEEN THE WINDY GAP FIRING PROJECT
WATER ACTIVITY ENTERPRISE, MUNICIPAL SUBDISTRICT, NORTHERN
COLORADO WATER CONSERVANCY DISTRICT, AND THE CITY OF
GREELEY, COLORADO, A COLORADO HOME RULE MUNICIPAL
CORPORATION, ACTING BY AND THROUGH ITS WATER ENTERPRISE, FOR
CAPACITY IN THE WINDY GAP FIRING PROJECT**

This Allotment Contract (“Contract”) for an allotment of capacity in the hereinafter defined and described Windy Gap Firing Project is entered into this ____ day of _____, 2020, by and between the Windy Gap Firing Project Water Activity Enterprise (“WGFP Enterprise”) and The City of Greeley, Colorado, a Colorado home rule municipal corporation, acting by and through its Water Enterprise, whose address is 1000 10th Street, Greeley, Colorado 80631 (“Greeley”), pursuant to C.R.S. § 37-45-131 and C.R.S. §§ 37-45.1-103(4), 106(4).

RECITALS

A. The WGFP Enterprise is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.* that is owned by the Municipal Subdistrict, Northern Colorado Water Conservancy District (the “Subdistrict”), and whose address is 220 Water Avenue, Berthoud, Colorado 80513. The WGFP Enterprise is a water activity enterprise that will exercise the authorities granted by C.R.S. §§ 37-45-101 *et seq.*, 37-45.1-101 *et seq.*, 31-35-401 *et seq.*, and any other relevant grant of statutory authority, for the purpose of the planning, financing, acquisition, construction, operation, administration, maintenance, repair, replacement, rehabilitation, and improvement of the Windy Gap Firing Project.

B. Greeley is a Colorado home rule municipal corporation, acting by and through its Water Enterprise.

C. The Windy Gap Firing Project (“WGFP”) is described in general in the U.S. Bureau of Reclamation Record of Decision, together with supporting documents for the WGFP dated December 2011, as may be amended from time to time.

D. The WGFP has not, as of the date of this Contract, been financed, constructed, and completed. This Contract therefore includes provisions that address the WGFP before and after completion of construction and commencement of project operation. This Contract also includes provisions that apply only if and to the extent that Greeley satisfies all or a portion of its Capital C&E Funding Obligations through either Capital C&E Funding Cash Payments or participation in WGFP Financing.

- **PART I**, “Contract Definitions,” consists of **Section 1**, which includes definitions that apply to this entire Contract.
- **Part II**, “Provisions Applicable to All WGFP Allottees,” consists of Sections 2 through 6 and applies to Greeley regardless of its chosen means of satisfying its Capital C&E Funding Obligations, unless specifically provided otherwise. **Section 2** is an allotment by the WGFP Enterprise to Greeley of capacity in the WGFP. **Section 3** includes provisions that are applicable prior to WGFP Completion, as that term is defined herein. **Section 4** includes provisions that are relevant to the operation of the WGFP after

WGFP Completion. **Section 5** includes other general terms and conditions, including terms on Default and forfeiture under this Contract. **Section 6** includes provisions relating to Greeley's obligations to pay for the WGFP.

- **PART III**, "Provisions Applicable to Cash Allottees," consists of **Section 7**, which includes provisions that apply to Greeley only to the extent that it satisfies all or a portion of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, and then only for the term of any payments for Capital C&E using proceeds from such Capital C&E Funding Cash Payments.
- **PART IV**, "Provisions Applicable to Loan Allottees," consists of **Section 8**, which includes provisions that apply to Greeley only to the extent that it satisfies all or a portion of its Capital C&E Funding Obligations through participation in a WGFP Financing, and then only for the term of repayment of the WGFP Financing (including any refinancing of the same) in which Greeley participates. The terms of Section 8 are not in effect at such times as there is no outstanding WGFP Financing in which Greeley participates.

The effective date and terms of each Section of this Contract are provided in Section 5.1.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the parties agree as follows:

PART I – CONTRACT DEFINITIONS

1. **Definitions.** The following definitions shall apply to this Contract unless expressly modified herein.
 - 1.1. **"Acre-foot"** means 43,560 cubic feet of water.
 - 1.2. **"Capital C&E Funding Cash Payment"** means the payment by Greeley of any Capital C&E Funding Obligations in cash to the WGFP Enterprise.
 - 1.3. **"Capital C&E Funding Obligations"** means Greeley's pro rata obligation, based on the WGFP Participation Percentages, to fund Capital C&E, which obligation shall equal the product of the Capital C&E multiplied by Greeley's WGFP Participation Percentage. For reference purposes, each WGFP Allottee's Capital C&E Funding Obligation for Initial C&E pursuant to Section 6.2.1 is set forth in **Exhibit A** opposite each WGFP Allottee's name, which exhibit the WGFP Enterprise may update from time to time as needed. For reference purposes, the amount of each WGFP Allottee's Capital C&E Funding Obligations for any additional Capital C&E under Sections 6.2.2 and 6.2.3 will be set out in **Exhibit B** (with separate tables for each additional Capital C&E), which exhibit the WGFP Enterprise may update from time to time as needed. Greeley may fulfill its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof.

- 1.4. **“Carriage Contract”** means that Amendatory Contract, 2014 Contract No. 15XX650003, entered into on December 19, 2014, between the Subdistrict, the District, and the United States of America for the purpose of utilizing the unused capacity of the facilities of the Colorado–Big Thompson Reclamation Project for the carriage of Windy Gap Project Water, and any subsequent amendments or successor contracts for the same purpose.
- 1.5. **“C-BT Project Water”** means water from the Colorado–Big Thompson Reclamation Project.
- 1.6. **“Chimney Hollow Reservoir”** means that reservoir to be located in Sections 4, 5, 8, and 9, T4N, R70W, and Sections 33 and 34, T5N, R70W, 6th P.M., Larimer County, Colorado, and generally described in the U.S. Bureau of Reclamation Record of Decision, together with supporting documents, for the WGFP.
- 1.7. **“Contract”** means this contract.
- 1.8. **“Costs and Expenses” or “C&E”** means any and all costs and expenses incurred for the WGFP, all of which are encompassed by one of the following defined terms:
 - 1.8.1. **“Capital C&E”** means and includes any and all Initial C&E, Completion C&E, and Future Extraordinary C&E, including if applicable any and all WGFP Financing Costs associated with the same.
 - 1.8.1.1. **“Initial C&E”** means the WGFP Enterprise’s initial estimated costs of construction and completion of the WGFP with approximately 90,000 acre-feet of usable water storage capacity to be funded by the WGFP Allottees under Section 6.2.1.
 - 1.8.1.2. **“Completion C&E”** means the WGFP Enterprise’s costs in excess of Initial C&E, if any, that are necessary for the construction and completion of the WGFP with approximately 90,000 acre-feet of usable water storage capacity to be funded by the WGFP Allottees under Section 6.2.2.
 - 1.8.1.3. **“Future Extraordinary C&E”** means the WGFP Enterprise’s costs of any individual repair, replacement, rehabilitation, improvement, or regulatory compliance activities incurred after Initial C&E and Completion C&E that are required to be undertaken under Section 6.2.3 for the continued safe operation of the WGFP and that, because of the large amount of such costs, cannot be paid (1) using the Operating Reserve Fund or (2) by the WGFP Allottees through an annual payment for Operating C&E.
 - 1.8.2. **“Operating C&E”** means any and all costs, exclusive of Initial C&E, Completion C&E, and Future Extraordinary C&E, incurred by the WGFP Enterprise (1) to administer, operate, maintain, repair, replace, rehabilitate, and improve the WGFP; (2) attributable to the delivery and storage of water in Chimney Hollow Reservoir that are not paid pursuant to a WGFP

Allottee's Windy Gap Project allotment contract, including, without limitation, pumping costs, carriage costs, and power interference costs; and (3) to meet regulatory requirements associated with the WGFP. Operating C&E specifically includes any and all "Costs and Expenses" that are not Capital C&E that may accrue after execution of this Contract.

- 1.9. **"Default"** means any event described in Sections 5.3.1 and 8.10 hereof.
- 1.10. **"District"** means the Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado created under and having the powers provided in the Water Conservancy Act, C.R.S. §§ 37-45-101 *et seq.*
- 1.11. **"Enterprise Board"** means the Board of Directors of the WGFP Enterprise.
- 1.12. **"Final Default"** has the meaning provided in Section 5.3.5.
- 1.13. **"Financing Document"** means any indenture, trust agreement, loan agreement, installment purchase agreement, or other financing document entered into by the WGFP Enterprise in connection with any WGFP Financing Obligation (as defined in Section 8.2).
- 1.14. **"Fiscal Year"** means the fiscal year of the WGFP Enterprise, which currently begins on October 1 of each calendar year and ends on September 30 of each calendar year, or such other twelve-month period which may be designated by the WGFP Enterprise as its Fiscal Year.
- 1.15. **"Interim Agreements"** means previously executed agreements between Greeley and the WGFP Enterprise under which Greeley agreed to pay a pro rata portion, based on the WGFP Participation Percentages, for the operation, maintenance, legal, administrative, improvement, and other costs of developing the WGFP before execution of this Contract.
- 1.16. **"Liquidity Fund"** means a reserve fund established under Section 8.4.1.
- 1.17. **"Loan Allottee Financing Obligation"** means the obligation of a Loan Allottee to pay a percentage of the total WGFP Financing Costs (as defined in Section 8.2) that is equal to the Loan Allottee's WGFP Financing Participation Percentage.
- 1.18. **"Operating Costs & Reserves"** means, collectively, Operating C&E and the amounts required to be deposited into the Operating Reserve Fund and such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E (if any) pursuant to Section 6.1.2.
- 1.19. **"Operating Fund"** means a fund established to provide for the payment of the Operating C&E of the WGFP.
- 1.20. **"Operating Reserve Fund"** means a reserve fund established to provide for the payment of Operating C&E if the moneys contained in the Operating Fund are insufficient to make such payments. The Operating Reserve Fund shall be

maintained such that the amount of money in the fund shall equal the aggregate of two years of Operating C&E, as estimated by the WGFP Enterprise based on a five-year rolling average (except in the first five years of the Operating Reserve Fund's existence, during which time the WGFP Enterprise will estimate based on available information) and taking into consideration the WGFP Enterprise's reasonable expectations as to future Operating C&E.

- 1.21. **"Prepositioned C-BT Project Water"** means C-BT Project Water stored in Chimney Hollow Reservoir pursuant to the Carriage Contract.
- 1.22. **"Prepositioned Windy Gap Project Water"** means Windy Gap Project Water stored in Chimney Hollow Reservoir as the result of C-BT Prepositioning pursuant to the Carriage Contract.
- 1.23. **"Subdistrict"** means the Municipal Subdistrict, Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado created under and having the powers provided in the Water Conservancy Act, C.R.S. §§ 37-45-101 *et seq.*
- 1.24. **"Water Year"** means the period from October 1 of one calendar year through September 30 of the next succeeding calendar year.
- 1.25. **"WGFP Allotment"** means the quantity of capacity in the WGFP, expressed in "WGFP Units," granted to Greeley by this Contract, or if the context requires, granted to each WGFP Allottee by WGFP Allotment Contracts. Each WGFP Allottee's WGFP Allotment is shown in **Exhibit A**. A WGFP Allotment does not include an allotment of Windy Gap Project Water, which is granted by the Subdistrict in separate Windy Gap Project allotment contracts.
- 1.26. **"WGFP Allotment Contract"** means any contract between the WGFP Enterprise and a WGFP Allottee for a WGFP Allotment, including this Contract if the context requires.
- 1.27. **"WGFP Allottee"** means each entity that holds a WGFP Allotment pursuant to a WGFP Allotment Contract, including Greeley. **Exhibit A** lists all current WGFP Allottees.
 - 1.27.1. **"Cash Allottee"** means a WGFP Allottee that, under Section 6.2, satisfies all or a portion of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments pursuant to Section 7. A WGFP Allottee is a Cash Allottee to the extent that it satisfies its Capital C&E Funding Obligation through Capital C&E Funding Cash Payments, and then only for the term of any payments of Capital C&E using proceeds from Capital C&E Funding Cash Payments made by such WGFP Allottee.
 - 1.27.2. **"Loan Allottee"** means a WGFP Allottee that, under Section 6.2, satisfies all or a portion of its Capital C&E Funding Obligation through participation in a WGFP Financing pursuant to Section 8. A WGFP Allottee is a Loan Allottee to the extent that it satisfies its Capital C&E Funding Obligation

through participation in WGFP Financing, and then only during the term of such WGFP Financing.

- 1.28. **“WGFP Completion”** means the determination pursuant to Section 3.3 of this Contract.
- 1.29. **“WGFP Enterprise”** has the meaning assigned to the term in the introductory paragraph of this Contract.
- 1.30. **“WGFP Financing”** means a financing by the WGFP Enterprise of Capital C&E through one or more loans, lines of credit, notes, bond issues, or other forms of indebtedness, and any refinancing of the same, on behalf of the Loan Allottees participating in such WGFP Financing. WGFP Financing includes the CWCB Loan (as defined in Section 8.2) and any other lien borrowings that may be subordinated to other financing.
- 1.31. **“WGFP Financing Participation Percentage”** means the quotient of a Loan Allottee’s Capital C&E Funding Obligations that are to be paid through a WGFP Financing divided by the total amount of Capital C&E Funding Obligations to be paid by the WGFP Allottees through a WGFP Financing. To the extent a WGFP Allottee is a Loan Allottee for the Initial C&E, the WGFP Allottee’s WGFP Financing Participation Percentage that is applicable to the WGFP Financing for such Initial C&E is set forth in **Exhibit A** opposite each WGFP Allottee’s name. The amount of each WGFP Allottee’s WGFP Financing Participation Percentage that is applicable to additional Capital C&E under Sections 6.2.2 and 6.2.3 will be set out in **Exhibit B**.
- 1.32. **“WGFP Participation Percentage”** means the quotient of the number of WGFP Units held by a WGFP Allottee divided by the total number of WGFP Units, as such WGFP Participation Percentage may be modified in accordance herewith. The WGFP Participation Percentages for each WGFP Allottee are set forth in **Exhibit A** opposite each WGFP Allottee’s name.
- 1.33. **“WGFP Unit”** means 1/90,000th of the usable water storage and conveyance capacity in the WGFP. There are 90,000 WGFP Units total.
- 1.34. **“Winding-Up Agent”** means the agent appointed by the Enterprise Board in accordance with Section 3.4 hereof.
- 1.35. **“Winding-Up Resolution”** means a resolution adopted by the Enterprise Board in accordance with and after making the determination required by Section 3.4.
- 1.36. **“Windy Gap Firming Project”** or **“WGFP”** means Chimney Hollow Reservoir and related or ancillary features constructed, operated and maintained by the WGFP Enterprise for the purpose of providing storage and delivery of water for use pursuant to WGFP Allotment Contracts.
- 1.37. **“Windy Gap Project”** means that project (including the acquisition and perfection of water rights) constructed by the Subdistrict for the diversion, carriage, and delivery of water from the Colorado River pursuant to the Carriage Contract.

- 1.38. **“Windy Gap Project Water”** means water from the Windy Gap Project and also is referred to in the Windy Gap Project allotment contracts as “Subdistrict water.” Storage and conveyance of Windy Gap Project Water in the WGFP does not change such water’s status as Windy Gap Project Water.

PART II – PROVISIONS APPLICABLE TO ALL WGFP ALLOTTEES

2. **Allotment of WGFP Units.** The WGFP Enterprise hereby allots and confirms to Greeley a WGFP Allotment of 9,189 WGFP Units commencing as of the date of execution of this Contract and for so long thereafter as Greeley fully complies with all the terms, conditions and obligations hereinafter set forth. This WGFP Allotment is subject to C.R.S. § 37-45-101 *et seq.*, C.R.S. § 37-45.1-101 *et seq.*, the Carriage Contract, and the rules and regulations of the WGFP Enterprise, as may be established or amended from time to time. This Allotment is a complete substitute for the grant to Greeley of rights in the WGFP in any prior or current Interim Agreements between the WGFP Enterprise and Greeley. For reference purposes, each WGFP Allottee’s WGFP Allotment is shown in **Exhibit A**.
3. **Construction and Completion of WGFP.**
 - 3.1. **Obligation of WGFP Enterprise to Construct and Complete the WGFP.** The WGFP Enterprise agrees to diligently pursue the WGFP in good faith and to pursue the construction, completion, and operation of the WGFP provided that the WGFP Allottees provide all required funding under their respective WGFP Allotment Contracts, the WGFP Enterprise has the ability, and the WGFP is feasible and practical. By entering into this Contract and accepting payments from Greeley, the WGFP Enterprise does not warrant that it will construct and complete the WGFP.
 - 3.2. **Prior Agreements.** All prior Interim Agreements and amendments thereto, including the Fifth Amendment to the Fifth Interim Agreement, dated December 6, 2019, are terminated and of no further force and effect upon the effective date of this Contract under Section 5.1. Any unexpended funds made available to the WGFP Enterprise pursuant to such Interim Agreements shall be transferred into the Operating Fund and credited by the WGFP Enterprise to amounts payable by Greeley under this Contract for Operating C&E, or into the Operating Reserve Fund.
 - 3.3. **WGFP Completion.** The WGFP shall be deemed to be complete for purposes of this Contract upon the Colorado State Engineer’s final certification of Chimney Hollow Reservoir for storage of water to its full capacity.
 - 3.4. **WGFP Termination Before WGFP Completion.** The WGFP may be terminated before WGFP Completion in the following manner:
 - 3.4.1. If the Enterprise Board determines that the WGFP will be terminated before WGFP Completion because of infeasibility, impracticality, inability, or failure of the WGFP Allottees to fund the WGFP as provided in Section 3.1, it shall first adopt a WGFP Winding-Up Resolution.

- 3.4.2. Upon the adoption of a WGFP Winding-Up Resolution by the Enterprise Board under Section 3.4.1, and consistent with the rights, if any, of Larimer County, the WGFP Enterprise shall first offer to the Subdistrict to sell to it, at fair market value as determined by a majority of a panel of three licensed appraisers (one selected by the WGFP Allottees, one selected by the Subdistrict, and the third selected by these two selected appraisers), (1) the Chimney Hollow Reservoir site, (2) any partially constructed or completed physical works or assets that divert water into or release water from the Chimney Hollow Reservoir site, and (3) any other non-physical rights, interests, or obligations related to the WGFP. If the Subdistrict accepts such offer for any or all of the offered interests, then it shall close upon such interests within 180 days of the appraiser panel's determination of fair market value. The WGFP Enterprise and Greeley specifically agree that the Subdistrict is a third-party beneficiary to this Contract for purposes of this Section 3.4.2 and Section 5.10.
- 3.4.3. Upon adoption of a Winding-Up Resolution by the Enterprise Board, the Enterprise Board shall appoint a WGFP Winding-Up Agent. The WGFP Winding-Up Agent shall, upon expiration of the time for the Subdistrict to accept the offer described in Section 3.4.2 above, prepare a plan for disposition of WGFP, and upon approval of the Enterprise Board, implement the disposition of WGFP assets pursuant to the plan, including the disposition of unexpended and unobligated funds of the WGFP Enterprise. Non-cash assets shall be liquidated by the Winding-Up Agent in a commercially reasonable manner. Proceeds from the disposition of WGFP Enterprise assets and any other cash or cash equivalents then held by the WGFP Enterprise shall be first used, based on the WGFP Participation Percentages, to both (1) distribute cash to the WGFP Allottees that satisfied their Capital C&E Funding Obligations through Capital C&E Funding Cash Payments and (2) repay debts of the WGFP Enterprise incurred for WGFP Financing; provided, however, that any moneys contributed by a Cash Allottee and held at the time of winding-up in such Cash Allottee's subaccount in a fund or reserve fund established under Section 6.1, or in such Cash Allottee's Escrow Fund under Section 7 and the terms of such Cash Allottee's Escrow Agreement, shall not be used to repay debts of the WGFP Enterprise incurred for WGFP Financing. Any remaining funds shall then be distributed to the WGFP Allottees based on their respective WGFP Participation Percentages. Greeley shall be entitled to copies of any work products developed by the WGFP Enterprise or its consultants on behalf of the WGFP Allottees, and the WGFP Enterprise shall convey to Greeley, as a tenant in common with all other WGFP Allottees who are not in Default of their respective WGFP Allotment Contracts, a pro rata interest in all real and personal property remaining after implementation of the plan for disposition of WGFP Assets pursuant to this Section 3.4.
- 3.4.4. Upon completion of the winding-up process described in this Section 3.4, the Enterprise Board shall adopt a resolution of termination of the WGFP. Upon the adoption of such resolution, all WGFP Allotments shall be terminated.

4. **WGFP Operation After WGFP Completion.**

- 4.1. **Use of WGFP Allotment.** Greeley agrees that its WGFP Allotment shall only be used for the storage and delivery of Windy Gap Project Water to which Greeley is entitled, storage of Prepositioned C-BT Project Water under the terms of the Carriage Contract, or storage and delivery of such other legally available water as the Enterprise Board shall authorize for storage and delivery in the WGFP, which authorization shall not be unreasonably withheld. Greeley's receipt and use of Windy Gap Project Water also is subject to the Carriage Contract and Greeley's Windy Gap Project allotment contract(s). Greeley shall have the right to assign or otherwise agree to the use of Greeley's WGFP Allotment by one or more WGFP Allottees.
- 4.2. **Prepositioning.** The Subdistrict shall have the right to preposition C-BT Project Water in any portion of the WGFP not used by Greeley for the storage of water in Greeley's WGFP Allotment under Section 4.1. Prepositioned C-BT Project Water shall become Prepositioned Windy Gap Project Water when Windy Gap Project Water is available and designated for storage in Chimney Hollow Reservoir. Prepositioned C-BT Project Water shall be allocated to WGFP Allottees that have ordered and paid for the delivery of Windy Gap Project Water into Chimney Hollow Reservoir in the then current Water Year. Further details of allocation of Prepositioned C-BT Project Water will be developed in the operating criteria described in Section 4.7.
- 4.3. **Estimate of Charges.** The WGFP Enterprise shall furnish Greeley with an estimated statement of anticipated C&E required to be paid in the following year under this Contract on or before the last business day in August of each year, which statement may be used by Greeley for budgeting purposes.
- 4.4. **Estimated Demand and Delivery Schedule.** On or before the last business day in September of each year, Greeley shall provide the WGFP Enterprise with an estimated demand and delivery schedule for Windy Gap Project Water that will be stored in or delivered from the WGFP for the following Water Year, which schedule will be used by the WGFP Enterprise for purposes of submitting a proposal to the U.S. Bureau of Reclamation in accordance with the Carriage Contract. The schedule shall contain the time, delivery points, and quantities of water which Greeley estimates it shall require. This schedule may be modified from time to time as the need warrants within the physical capabilities of the C-BT Project, Windy Gap Project, and WGFP.
- 4.5. **Billing Statement.** On or before the last business day of December of each year, the WGFP Enterprise shall render a billing statement to Greeley for C&E required to be paid in the following year under this Contract. The billing statement shall be based upon actual C&E incurred by the WGFP Enterprise during the current Water Year and planned C&E for the upcoming Water Year. Any credit from the previous Water Year or any additional C&E from the previous Water Year shall be included in the billing statement rendered. Each billing statement shall be accompanied by reasonable supporting documentation showing the basis and derivation of C&E shown in the billing statement. After receipt of the billing statement, Greeley shall

pay the net C&E charges shown on the billing statement of estimated C&E on or before the last business day of January of the succeeding calendar year.

- 4.6. **Billing Statement Dispute Resolution.** If Greeley disputes the correctness of any billing statement by the WGFP Enterprise, it shall pay the WGFP Enterprise the full amount billed when due and shall, before or contemporaneously with such payment, inform the WGFP Enterprise that such payment is made wholly or partially under protest and request an explanation of the billing statement from the WGFP Enterprise. If the bill is determined to be incorrect, the WGFP Enterprise shall issue a corrected billing statement to Greeley. Any overpayment shall be refunded to Greeley within sixty (60) days. If the WGFP Enterprise and Greeley fail to agree on the correctness of a bill within one hundred twenty (120) days after Greeley gives notice to the WGFP Enterprise that a payment is made wholly or partially under protest, then the parties may agree to submit the dispute to binding arbitration or, failing such agreement, proceed to protect and enforce their respective rights by appropriate judicial proceeding.
- 4.7. **Operating Criteria.** Greeley acknowledges and understands that the storage and delivery of water in the WGFP will require and will be implemented pursuant to operating criteria agreed upon between the WGFP Allottees and the WGFP Enterprise that will address additional operational, financial, and other details of the WGFP. Greeley's WGFP Allotment will be operated on substantially the same terms as all other WGFP Allottees. The operating criteria shall not modify or amend this Contract or result in a material adverse effect on Greeley's rights under this Contract to control its WGFP Allotment, or its ability to have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees.
- 4.8. **Delivery Points.** The WGFP Enterprise's liability and responsibility to Greeley to deliver a quantity of water ordered for delivery by release from the WGFP under this Contract shall end and cease at the moment that such quantity of water is released out of WGFP structures or facilities. The WGFP Enterprise agrees to cooperate with Greeley in the coordination and accomplishment of conveyance and delivery of water from that point to Greeley through structures or facilities not owned by the WGFP Enterprise.
- 4.9. **Capacity Limitations.** In the event that orders of water from the WGFP exceeds available delivery capacity at any WGFP structure or facility, the available capacity at such structure or facility shall be allocated between the WGFP Allottees requiring delivery through such structure or facility in proportion to their respective WGFP Participation Percentages.

5. Other General Terms.

- 5.1. **Effective Date and Term.** No provision of this Contract shall take effect until each WGFP Allottee identified in **Exhibit A** duly authorizes, executes, and delivers to the WGFP Enterprise its respective WGFP Allotment Contract, and the WGFP Enterprise duly authorizes, executes, and delivers to the WGFP Allottees their respective WGFP Allotment Contracts. Sections 1, 2, 4, 5, and 6 of this Contract shall be perpetual unless terminated pursuant to this Contract. Section 3 shall be in

effect until WGFP Completion. Section 7 of this Contract shall be in effect during the term of any payments of Capital C&E using proceeds from Capital C&E Funding Cash Payments made by such WGFP Allottee. Section 8 of this Contract shall be in effect during the term of any WGFP Financing in which Greeley participates.

5.2. **Transfer of a WGFP Allotment.**

5.2.1. **Transfer to Existing WGFP Allottee.** Subject to the terms and conditions set forth in any Financing Documents, the Enterprise Board shall approve a requested transfer of WGFP Units constituting all or a portion of Greeley's WGFP Allotment to one or more other WGFP Allottees that have a WGFP Allotment as of the time of the transfer if the Enterprise Board determines that (1) the WGFP Allottee receiving the additional WGFP Units has an existing or future need for additional WGFP Units, (2) the WGFP Allottee receiving the additional WGFP Units has sufficient financial capacity, and (3) the transfer will not create a material risk under applicable law.

5.2.2. **Transfer to Other Parties.** Greeley may transfer all or a portion of its WGFP Allotment to an entity that will use the WGFP Allotment within the Subdistrict that is not an existing WGFP Allottee at the time of the proposed transfer but that holds, or has the legal ability to acquire, an allotment of Windy Gap Project Water with the approval, in its discretion, of the Enterprise Board; provided, however, that the Enterprise Board shall disclose, in writing, the basis for a decision to not approve a proposed transfer under this Section 5.2.2.

5.2.3. If Greeley, with approval of the Enterprise Board as required by this Section 5.2, transfers a part of its WGFP Allotment to another entity, then Greeley shall be relieved of its obligations hereunder to the extent of said transfer, except as otherwise provided herein, specifically including in Section 8. If Greeley, with approval of the Enterprise Board as required by this Section 5.2, transfers all of its WGFP Allotment to another entity, then Greeley shall no longer participate in the WGFP and Greeley shall be relieved of its obligations, except as otherwise provided herein, specifically including in Section 8.

5.3. **Default.**

5.3.1. **Event of Default.** An event of Default shall occur upon any breach of this Contract, including, without limitation:

5.3.1.1. Capital C&E Funding Cash Payments. The failure of Greeley to pay when due amounts payable pursuant to Sections 6.2 and 7 of this Contract for Initial C&E. As provided in Section 6.2.2.1, if Greeley elects to pay its Capital C&E Funding Obligations for Completion C&E or Future Extraordinary C&E under this Contract through Capital C&E Funding Cash Payments, then failure to timely make its Capital C&E Funding Cash Payment for such Completion C&E or Future Extraordinary C&E after so

electing shall not constitute an event of Default, but in such event Greeley shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E or Future Extraordinary C&E through participation in a WGFP Financing in the same manner as provided in Section 6.2.2.2 and Section 8.

- 5.3.1.2. WGFP Financing. The failure of Greeley to pay when due amounts payable pursuant to Sections 6.2 and 8 of this Contract.
- 5.3.1.3. Operating Costs & Reserves. The failure of Greeley to pay when due amounts payable pursuant to Section 6.3 of this Contract.
- 5.3.1.4. The violation of C.R.S. § 37-45-101 *et seq.*, C.R.S. § 37-45.1-101 *et seq.*, or the rules and regulations of the WGFP Enterprise, as may be established or amended from time to time.
- 5.3.2. **Notice of Default.** Upon a Default, the WGFP Enterprise in the case of a Default by Greeley, or Greeley in the case of a Default by the WGFP Enterprise, shall give the defaulting party and all other WGFP Allottees written notice of the Default in accordance with Section 5.16 and, if applicable, Section 5.4.3 or Section 5.5.4, on or before the first business day of March following the Default.
- 5.3.3. **Use of WGFP Allotment While in Section 5.3.1 Default.** Beginning on the day notice is received under Section 5.3.2 and continuing for so long as Greeley is in Default under this Section 5.3, Greeley may place water into storage in its WGFP Allotment but shall have no rights to take water out of storage from or otherwise use any water stored therein; provided, however, that if Greeley is in Default under Section 5.3.1.4 for violation of a rule or regulation of the WGFP Enterprise and such rule or regulation authorizes a WGFP Allottee to take water out of storage from or otherwise use any water stored in its WGFP Allotment during the term of any Default for violation of the rule or regulation, those terms of the rule or regulation shall control. Greeley may continue to use and exercise its rights in the Windy Gap Project during any time it is in Default under this Section 5.3. Water in storage under Greeley's WGFP Allotment shall continue to be assessed evaporative and other losses during any period of Default under this Section 5.3. The Subdistrict may continue to use the WGFP Allotment of Greeley under this Section 5.3.3 for storage of Prepositioned C-BT Project Water; however, other WGFP Allottees shall have no right to use the WGFP Allotment of Greeley under this Section 5.3.3 for the term of the Default. Upon Greeley's cure of its Default under Section 5.3.4, Greeley's rights to use its WGFP Allotment and any water stored therein shall be restored, subject to any operational limitations that may exist.
- 5.3.4. **Cure.** For events of Default other than those Defaults under Sections 5.3.1.1 (Capital C&E Funding Cash payments), 5.3.1.2 (WGFP Financing payments), and 5.3.1.3 (payments of and into Operating Costs & Reserves), Greeley or the WGFP Enterprise, as the case may be, shall have 60 days

from receipt of a Notice of Default given under Section 5.3.2. to cure a Default by performance or acceptance by the non-defaulting party of an alternate means of or plan for cure of the Default. In the case of a proposed alternate means of or plan for cure of a Default by Greeley, the WGFP Enterprise shall give notice of the proposed alternate means or plan for cure to all other WGFP Allottees before taking formal action rejecting or accepting the same. A non-defaulting party's acceptance of a plan for cure of a Default under this Section 5.3.4 shall not constitute a waiver of any rights, claims, defenses, or remedies under this Contract. Greeley's rights to cure events of Default under (1) Sections 5.3.1.1 and 5.3.1.2 are as provided in Section 5.4.5 and (2) Section 5.3.1.3 are as provided in Section 5.5.5.

5.3.5. **Final Default.** For events of Default other than those Defaults under Sections 5.3.1.1 (Capital C&E Funding Cash payments), 5.3.1.2 (WGFP Financing payments), and 5.3.1.3 (payments of and into Operating Costs & Reserves), a Final Default shall occur upon (i) the expiration of the period for cure of a Default if Greeley or the WGFP Enterprise, as the case may be, does not cure the Default or the non-defaulting party does not accept, within the period for cure, a plan for an alternate means of or plan for cure of the Default, or (ii) failure of Greeley or the WGFP Enterprise, as the case may be, to perform under a duly accepted alternate means of or plan for cure of the Default. Notice of a Final Default under this Section 5.3.5 shall be given to the WGFP Enterprise and all WGFP Allottees no later than the first business day of the first February after the cure period terminates. Final Default with respect to events of Default under (1) Sections 5.3.1.1 and 5.3.1.2 shall occur as provided in Section 5.4.6, and (2) Section 5.3.1.3 shall occur as provided in Section 5.5.6.

5.3.6. **Consequences of Final Default.** The consequences of Final Default shall be as specified in this Contract.

5.3.6.1. Capital C&E Funding Cash Payments. The consequence of Greeley's Final Default under Section 5.3.1.1 shall be as described in Section 5.4 of this Contract.

5.3.6.2. WGFP Financing. The consequence of Greeley's Final Default under Section 5.3.1.2 shall be as described in Section 5.4 of this Contract.

5.3.6.3. Operating Costs & Reserves. The consequence of Greeley's Final Default under Section 5.3.1.3 shall be as described in Section 5.5 of this Contract.

5.3.6.4. The consequence of Greeley's Final Default for any breach of this Contract other than a failure to pay amounts due under this Contract shall be as described in Section 5.5.6 and Section 5.5.7 of this Contract, except that Final Defaults for violations of the rules and regulations of the WGFP Enterprise shall be remedied as provided in such rules and regulations and shall result in

forfeiture and termination of Greeley's WGFP Allotment in accordance with Section 5.5.6 and Section 5.5.7 only if the violated rule or regulation so provides.

5.3.6.5. A Final Default by Greeley shall not terminate any obligation to pay amounts due under this Contract as established by Sections 6, 7, and 8 of this Contract.

5.3.6.6. Upon a Final Default for any breach of this Contract by the WGFP Enterprise, Greeley and the WGFP Enterprise agree to confer in good faith to attempt to resolve the Final Default, and if conferral fails to resolve the Final Default, then to participate in nonbinding mediation.

5.3.7. **Enforcement of Remedies.** In addition to the other remedies set forth herein, including in this Section 5.3, upon the occurrence of a Final Default as defined herein, the WGFP Enterprise or Greeley, as the case may be, shall be entitled to proceed to protect and enforce the rights vested in such party by this Contract by such appropriate judicial proceeding as such party shall deem most effectual, either by action of law or by suit in equity, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested in such party by this Contract or by law, and the prevailing party shall be entitled to an award of its reasonable costs and attorney fees.

5.4. **Default on Capital C&E Funding Obligations Under Sections 5.3.1.1 and 5.3.1.2.**

5.4.1. **Capital C&E Funding Obligations Default.** Failure of Greeley to pay amounts due under Section 6.2 and in accordance with Section 7 or Section 8, as applicable, shall constitute an event of Default under Section 5.3.1.1 or Section 5.3.1.2, as applicable.

5.4.2. **Grace Period.** If Greeley is in Default under Section 5.4.1 and fully pays its defaulted payments within 30 days after such payments are due, then Greeley shall no longer be considered in Default under Section 5.4.1 and no interest, penalties, or other Default obligations or consequences shall attach.

5.4.3. **Notice of Default.** On the first business day after the grace period under Section 5.4.2 runs, the WGFP Enterprise shall notify each WGFP Allottee of the names of all WGFP Allottees, if any, in Default under Section 5.4.1.

5.4.4. **WGFP Financing Liquidity Fund.** For each Loan Allottee in Default under Section 5.4.1, the WGFP Enterprise shall on the first business day after the grace period under Section 5.4.2 runs apply such Loan Allottee's Liquidity Fund to cover that Loan Participant's defaulted payment.

5.4.5. **Cure Period.** Greeley has until the last business day of January of the succeeding calendar year to cure any Default under Section 5.4.1. A Loan Allottee cures a Default under Section 5.4.1 by reimbursing the Liquidity

Fund, plus a late-fee penalty of 5%, and by reimbursing any other expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. A Cash Allottee cures a Default under Section 5.4.1 by paying the defaulted Capital C&E Funding Cash Payment and reimbursing any expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. If Greeley timely cures a Default under this Section 5.4.5, then no part of Greeley's WGFP Allotment shall be forfeited and reallocated under Section 5.4.6.

5.4.6. **Final Default; Penalties and Reallocation of WGFP Allotment.** If Greeley does not timely cure a Default under Section 5.4.5, then Final Default shall be deemed to have occurred and all or a portion of Greeley's WGFP Allotment shall be permanently forfeited and reallocated as follows:

5.4.6.1. For purposes of this Section 5.4.6, to the extent that Greeley is a Loan Allottee for Initial C&E and Completion C&E (if any) and in Default under Section 5.3.1.2, "**Vested Allotment**" shall mean that proportion of Greeley's WGFP Allotment attributable to its participation in a WGFP Financing for Initial C&E and Completion C&E (if any) that is equal to the quotient of the amount of its Capital C&E Funding Obligations (not including WGFP Financing Costs other than principal) paid by Greeley immediately prior to the date of the Default under Section 5.4.1 divided by the total amount of Greeley's Capital C&E Funding Obligations for Initial C&E and Completion C&E (if any) satisfied through participation in a WGFP Financing (not including WGFP Financing costs other than principal), rounded down to the nearest whole WGFP Unit; and "**Unvested Allotment**" shall mean the remainder of Greeley's WGFP Allotment attributable to Greeley's participation in a WGFP Financing for Initial C&E and Completion C&E (if any).

5.4.6.2. For purposes of this Section 5.4.6, to the extent that Greeley is a Cash Allottee for Initial C&E and in default under Section 5.3.1.1, "**Vested Allotment**" shall mean that proportion of Greeley's WGFP Allotment attributable to its satisfaction of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments that is equal to the quotient of the amount of such Capital C&E Funding Obligations for Initial C&E paid by Greeley through Capital C&E Funding Cash Payments, if any, immediately prior to the date of the Default under Section 5.4.1 divided by the total amount of such WGFP Allottee's Capital C&E Funding Obligations for Initial C&E satisfied through Capital C&E Funding Cash Payments, rounded down to the nearest whole WGFP Unit; and "**Unvested Allotment**" shall mean the remainder of Greeley's WGFP Allotment attributable to Greeley's satisfaction of such Capital C&E Funding Obligations through Capital C&E Funding Cash Payments.

- 5.4.6.3. Upon Greeley's satisfaction of all Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 and Completion C&E under Section 6.2.2, Greeley's "Vested Allotment" shall be considered to be all (100%) of Greeley's WGFP Allotment, and any other Capital C&E Funding Obligations for Future Extraordinary C&E under Section 6.2.3 shall have no effect on Greeley's "Vested Allotment."
- 5.4.6.4. A WGFP Allottee in Final Default under this Section 5.4.6 shall forfeit any and all right, title, claim, or interest, whether express or implied, in or to its Unvested Allotment plus fifty percent (50%) of its Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment. The WGFP Enterprise shall give notice to all WGFP Allottees of such forfeiture by the first business day of February of the calendar year in which such forfeiture occurs. Greeley, by executing this Agreement, certifies that it has fully disclosed to the governing body of Greeley the existence and consequence of this Contract, and agrees that but for its acceptance of the forfeiture of a WGFP Allotment pursuant to this Section 5.4.6.4, the WGFP Enterprise would not have entered into this Contract or any other agreement related to WGFP. Greeley waives any and all legal or equitable claims, in any forum, to WGFP, WGFP Allotments, or WGFP assets, or against the WGFP Enterprise, arising out of a Final Default under this Section 5.4 by Greeley. Irrespective of such forfeiture, a WGFP Allottee shall remain liable to the WGFP Enterprise to pay the full amount of its Capital C&E Funding Obligations.
- 5.4.6.5. A defaulting Loan Allottee's forfeited Unvested Allotment and Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment, shall be reallocated under Section 5.4.6.6 to all Loan Allottees that step up in proportion to the amounts each Loan Allottee stepped up thereunder. A defaulting Cash Allottee's forfeited Unvested Allotment and Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment, shall be reallocated to all non-defaulting WGFP Allottees by the WGFP Enterprise under the terms of Section 5.5.7.
- 5.4.6.6. **Loan Allottee Step-Up.**
- 5.4.6.6.1. **Voluntary Step-Up.** By March 15 following any Final Default under Section 5.4.6 that is subject to this Section 5.4.6.6, any Loan Allottee may voluntarily step up to (1) make all or part of the defaulted payment (including replenishment of the Liquidity Fund), and (2) assume the obligation for all future annual debt service and Operating C&E payments for that portion of a defaulting Loan Allottee's obligation. If two or more Loan Allottees

volunteer to step up under this Section 5.4.6.6, then each will assume a pro rata portion (based on their respective WGFP Financing Participation Percentages), or agreed upon amount, of the defaulted payment.

5.4.6.6.2. **Mandatory Step-Up.** If not all defaulted payments are covered by Loan Allottees who choose to voluntarily step up under Section 5.4.6.6.1, then for any portion of the defaulted payment not voluntarily assumed under Section 5.4.6.6.1, the following mandatory step-up process is initiated on the first business day of April.

5.4.6.6.3. All Loan Allottees, including all Loan Allottees who voluntarily stepped up under Section 5.4.6.6.1, shall be assessed pro rata, based on the WGFP Financing Participation Percentages of the Loan Allottees not then in Default, to make up the defaulted payment (plus late fees and other expenses) by payment to the WGFP Enterprise on or before the first business day of July and must make all future annual payments for that pro rata portion of the defaulting Loan Allottee's WGFP Allotment.

5.4.6.6.4. For each non-defaulting Loan Allottee, mandatory step-up in any single year under Section 5.4.6.6.2 shall not exceed thirty-five percent (35%) of the Loan Allottee's then-existing Loan Allottee Financing Obligation.

5.5. **Default on Operating C&E Payments Under Section 5.3.1.3.**

5.5.1. **Operating Costs & Reserves Default.** Greeley's failure to fully pay its payments due under Section 6.3.1 by the last business day of January of each calendar year shall constitute an event of Default.

5.5.2. **Operating Reserve Fund to Cover Deficiency.** In the event that Greeley fails to fully and timely pay its pro-rata share of Operating C&E under Section 6.3.1, the WGFP Enterprise may draw upon Greeley's portion of the Operating Reserve Fund or such other reserves as the Enterprise Board may establish and maintain in relation to Operating C&E pursuant to Section 6.1.2 to make up any deficiency as a result of the failure of Greeley to make a payment required under Section 6.3.

5.5.3. **Grace Period.** If Greeley is in Default under Section 5.5.1 and fully makes its payments due under Section 6.3 by the last business day of February, then Greeley shall no longer be considered in Default under Section 5.5.1 and no penalties or other Default obligations or consequences shall attach.

5.5.4. **Notice of Default.** On the first business day of March of each calendar year, the WGFP Enterprise shall notify Greeley of the names of all WGFP Allottees, if any, whose payments due under Section 6.3 remain in Default after the grace period provided in Section 5.5.3.

- 5.5.5. **Cure.** Greeley may cure a Default under this Section 5.5 by paying, on or before the last business day of January of the succeeding calendar year, an amount equal to (1) any Operating C&E then due or in Default; (2) a late-fee penalty of 1.5% of the amount of Operating C&E in Default for each month in Default after the grace period provided in Section 5.5.3 terminates, which shall be deposited into the Operating Reserve Fund in addition to any other amounts owed to such fund under this Contract; and (3) any other expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. Alternatively, Greeley may cure a Default under this Section 5.5.5 by obtaining the WGFP Enterprise's acceptance, on or before the last business day of January of the succeeding calendar year, of an alternate means of or plan for cure of the Default and thereafter fully performing under such alternate means of or plan for cure; the WGFP Enterprise shall give notice of the proposed alternate means or plan for cure to all other WGFP Allottees before taking formal action rejecting or accepting the same. The WGFP Enterprise's acceptance of a plan for cure of a Default under this Section 5.5.5 shall not constitute a waiver of any rights, claims, defenses, or remedies under this Contract.
- 5.5.6. **Final Default and Forfeiture.** Final Default shall occur if Greeley fails to cure its defaulted payment under Section 5.5.5 by the date provided therein or fails to fully perform under a duly accepted alternate means of or plan for cure of the Default. If Greeley has committed a Final Default under this Section 5.5.6, then Greeley shall completely forfeit any and all right, title, claim, or interest, whether express or implied, in or to WGFP, including, without limitation, any and all WGFP Allotments or rights to WGFP assets under this Contract or any other agreement related to the WGFP. Any water in storage under a forfeited WGFP Allotment at the time of forfeiture shall not be available to the defaulting party and shall be reallocated along with the WGFP Allotment as provided in Section 5.5.7. Greeley, by executing this Contract, certifies that it has fully disclosed to the governing body of Greeley the existence and consequence of this Contract, and agrees that but for its acceptance of the termination of a WGFP Allotment and the consequences of Default, the WGFP Enterprise would not have entered into this Contract or any other agreement related to WGFP. Except for claims of breach under the express terms of this Contract, Greeley waives any and all legal or equitable claims, in any forum, to WGFP, WGFP Allotments, or WGFP Assets, or against the WGFP Enterprise, arising out of a Final Default under this Contract by Greeley. Irrespective of such termination, Greeley shall remain liable to the WGFP Enterprise to pay the full amount of its Capital C&E Funding Obligations under this Contract. The WGFP Enterprise shall send a notice of forfeiture under this Section 5.5.6 to all WGFP Allottees on the first business day of February in the calendar year in which the cure period terminates.
- 5.5.7. **Reallocation of Forfeited WGFP Allotment.** WGFP Allotments forfeited under Section 5.3.6.4 or Section 5.5.6 shall be reallocated by the WGFP Enterprise through a sealed-bid auction open to all non-defaulting WGFP Allottees. Auction bids to purchase all or a portion of the forfeited WGFP

Allotment shall be submitted to the WGFP Enterprise on or before the first business day of April of the calendar year in which the cure period terminates and the WGFP Allotment is forfeited. In the event that the WGFP Enterprise receives one or more successful bids, closing on the sale of WGFP Allotments to such successful bidders shall occur by the first day in July of the same calendar year. The proceeds of any auction sale shall be applied first to cover the cure amount described in Section 5.5.5, except any monthly penalty, and second to cover any Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment. Any excess proceeds shall be distributed to Greeley, less the monthly penalty provided in Section 5.5.5 if applicable. In the event the proceeds of any auction sale do not cover the cure amount described in Section 5.5.5, except any monthly penalty, and all Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment, the successful bidder(s) purchasing the WGFP Allotment shall pay the deficiency attributable to the amount of WGFP Units purchased at such auction sale.

5.5.7.1. In the event that the entire WGFP Allotment forfeited under Section 5.5.6 is not reallocated through the auction described in Section 5.5.7, the WGFP Enterprise shall in its discretion offer the remaining WGFP Allotment to other entities that are not existing WGFP Allottees at the time of the proposed transfer but that hold an allotment of Windy Gap Project Water. In the event that the WGFP Enterprise's offer is accepted by one or more entities under this Section 5.5.7.1, closing on the sale shall occur by the first business day in September of the same calendar year. The proceeds of any such sale shall be applied first to cover the cure amount described in Section 5.5.5, except any monthly penalty, and second to cover any Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment. Any excess proceeds shall be distributed to Greeley, less the monthly penalty provided in Section 5.5.5 if applicable. In the event the proceeds of any sale under this Section 5.5.7.1 do not cover the cure amount described in Section 5.5.5, except any monthly penalty, and all Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment, the purchaser(s) of the WGFP Allotment shall pay the deficiency attributable to the amount of WGFP Units purchased.

5.5.7.2. In the event that the entire WGFP Allotment forfeited under Section 5.5.6 is not reallocated through the auction described in Section 5.5.7 or under Section 5.5.7.1, the WGFP Enterprise shall reallocate such remaining WGFP Allotment to the non-defaulting WGFP Allottees pro rata based on the WGFP Participation Percentages. The WGFP Allottees who receive a portion of the reallocated WGFP Allotment under this Section 5.5.7.2 shall pay the amount then owing (except for the monthly cure penalty if applicable) on the WGFP Allotment on

or before the first business day of November of the same calendar year in which the WGFP Allotment is forfeited.

- 5.5.8. If, in a particular Fiscal Year, Greeley is in Default under the terms of this Section 5.5 with respect to payments to cover its pro-rata share of Operating C&E due under Section 6.3.1 and also in Default under the terms of Section 5.4, then the terms of this Section 5.5, and not Section 5.4, shall govern.

5.6. Liability of WGFP Enterprise and Greeley.

- 5.6.1. **WGFP Enterprise Liability.** Any and all obligations of the WGFP Enterprise that may arise under this Contract, whether financial or otherwise, shall be payable solely from the revenues, income, rents and receipts earned by the WGFP Enterprise. Nothing herein shall be deemed to prevent the WGFP Enterprise from making any payments from any other legally available source. In no event shall the WGFP Enterprise be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Contract or which would cause the WGFP Enterprise to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, neither the WGFP Enterprise, the Subdistrict, nor the District shall be required to expend any funds or impair any assets of the Subdistrict or the District in the performance of any of the WGFP Enterprise's obligations under this Contract. The obligations of the WGFP Enterprise under this Contract do not constitute a debt or indebtedness of the WGFP Enterprise, the Subdistrict, or the District within the meaning of any constitutional, charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of the WGFP Enterprise, the Subdistrict or the District.
- 5.6.2. **Allottee Liability.** Any and all obligations of Greeley that may arise under this Contract whether financial or otherwise, shall be payable solely from the revenues, income, rents and receipts earned by Greeley from the operation of its Greeley enterprise. Nothing herein shall be deemed to prevent Greeley from making any payments from any other legally available source. In no event shall Greeley be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Contract or which would cause Greeley to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, Greeley shall not be required to expend any funds or impair any assets of its parent entity in the performance of its obligations under this Contract. The obligations of Greeley under this Contract do not constitute a debt, indebtedness or multiple fiscal year obligation of its parent entity within the meaning of any constitutional, charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of Greeley or of its parent entity.
- 5.6.3. Greeley shall not be liable to another WGFP Allottee or to the WGFP Enterprise, and the WGFP Enterprise shall not be liable to the WGFP

Allottees, for consequential, indirect, punitive, or special damages arising under this Contract.

- 5.6.4. **Governmental Immunity.** The WGFP Enterprise and Greeley are each relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, defenses, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended from time to time.
- 5.7. **Amendments.** Except as otherwise provided in this Section 5.7, this Contract may be amended only with the written consent of (1) the WGFP Enterprise, (2) at least 75.0% of the WGFP Allottees, and (3) WGFP Allottees that collectively hold at least 75.0% of all WGFP Units; provided, however, that if any WGFP Financing is outstanding, any amendment to this Contract will be subject to the terms and conditions set forth in any Financing Documents; and further provided that this Contract may not be amended without Greeley's written consent in a manner that results in a material adverse impact on the rights of Greeley under this Contract to control its WGFP Allotment or have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees. As provided in Section 6.2.1.1, an amendment under the terms of this Section 5.7 is not required for certain modifications to the means of payment of Greeley's Capital C&E Funding Obligations for Initial C&E, the proportional amounts of its Capital C&E Funding Obligations for Initial C&E to be paid through Capital C&E Funding Cash Payments and/or participation in a WGFP Financing, or its election under Section 8.18, which modifications shall instead be governed by Section 6.2.1.1.
- 5.8. **Limitations on Rights of Allottee.** In addition to all the other terms, conditions and covenants contained herein, it is specifically understood and agreed by and between the parties hereto that the rights of Greeley hereunder are subject to the following terms, conditions and limitations, to all intents and purposes as though set forth verbatim herein, and made a part hereof by reference:
- 5.8.1. The Water Conservancy Act of Colorado, C.R.S. § 37-45-101 *et seq.*;
- 5.8.2. The water activity enterprise statute, C.R.S. § 37-45.1-101 *et seq.*;
- 5.8.3. The Carriage Contract; provided that if any amendment to the Carriage Contract is proposed which would affect the right of Greeley to use or reuse its full allotment of Windy Gap Project Water, the approval of such amendment shall first be obtained from Greeley;
- 5.8.4. The rules, regulations and policies of the Enterprise Board, as may be established and amended from time to time; provided, however, that any such rules, regulations or policies shall not result in a material adverse impact on the rights of Greeley under this Contract to control its WGFP Allotment or to have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees; and

- 5.8.5. The requirements or conditions of any state or federal law, permits or regulatory approvals for the WGFP.
- 5.9. **Future Participation.** Nothing herein shall be construed in any manner that will obligate Greeley to participate in any future or other project of the Subdistrict or the WGFP Enterprise that is not a part of the WGFP or preclude Allottee from participation therein.
- 5.10. **Third Party Beneficiaries.** Any WGFP Allottee shall have the right as a third-party beneficiary to initiate and maintain suit to enforce the obligations of other WGFP Allottees hereunder. The Subdistrict shall have the right as a third-party beneficiary to initiate and maintain suit to enforce its rights under Section 3.4.2. Except as otherwise provided by this Section 5.10, Section 3.4.2, and Section 8.17, enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the parties.
- 5.11. **Authorization.** Greeley attaches hereto a true and correct copy of Greeley's records authorizing the officers, whose names appear hereon, to enter into this Contract.
- 5.12. **Counterparts.** This Contract may be executed by the WGFP Enterprise and Greeley in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes.
- 5.13. **Entire Agreement; Merger of Prior Agreements.** This Contract, together with the statutes, contracts, rules, regulations and policies listed in Section 5.8, constitute the entire agreement and understanding of the parties and supersedes all prior agreements and understanding between the parties relating to the subject matter hereof. This Contract may not be interpreted, modified or changed by reference to other documents, understandings or agreements, whether written or oral, unless the interpretation, modification or change is subsequently agreed to in writing by the parties hereto.
- 5.14. **Severability.** If one or more clauses, sentences, Sections, paragraphs or provisions of this Contract shall be held to be unlawful, invalid or unenforceable, the remainder of this Contract shall not be affected thereby.
- 5.15. **Choice of Law; Venue.** This Contract shall be governed by the laws of the State of Colorado, and each party hereto consents and submits to venue in the District Court of Weld County, Colorado.
- 5.16. **Notices.** Notices authorized or required to be given under this Contract shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours, to the relevant party's address set forth in **Exhibit C**, or to such other address as a party may provide to the other party and all other WGFP Allottees from time to time. If specified herein, notice required to be given to all WGFP Allottees shall be given to the addresses set forth in

Exhibit C or to such other addresses as the WGFP Allottees may provide to the WGFP Enterprise and the other WGFP Allottees from time to time.

- 5.17. **Construction Reports and Meetings.** The WGFP Enterprise will provide Greeley with written monthly reports, together with financial reports regarding payment of charges and costs and expenditures during construction of Chimney Hollow Reservoir, on the progress of construction and the expenditure of funds. Among other items, the monthly written reports will include a breakdown and sum total of all known increases to the Chimney Hollow Reservoir construction contract amount due to projected, pending, or executed changes in work, including change orders, change directives, or field orders. In addition, the WGFP Enterprise shall schedule and hold meetings of all WGFP Allottees at the offices of the District at least quarterly at which time the WGFP Enterprise shall present and discuss the financial reports regarding payment of charges and costs by the WGFP Allottees and the expenditure of funds. Notwithstanding the foregoing, if any single Chimney Hollow Reservoir construction contract cost change will exceed two and a half percent (2.5%) of the initial Chimney Hollow Reservoir construction contract amount, the WGFP Enterprise will provide Greeley with written notice of such anticipated cost changes before the cost change is executed and will hold a meeting of all WGFP Allottees as soon as practicable to discuss the drivers for such cost change, possible remedies, and budget impacts. In addition, the WGFP Enterprise will provide monthly updates regarding costs and potential changes for construction management, mitigation, enhancement, and other WGFP costs not included in the Chimney Hollow Reservoir construction contract.
- 5.18. **Financial Reporting Requirements; Audits.** The WGFP Enterprise shall furnish to Greeley, as soon as available and in any event within one hundred eighty (180) days after the end of each Fiscal Year, the financial statements of the WGFP Enterprise as of the end of such Fiscal Year, all prepared in accordance with generally accepted accounting principles and in reasonable detail; provided that the WGFP Enterprise shall be in compliance with this reporting requirement when such information is published on the WGFP Enterprise's website or the Municipal Securities Rulemaking Board's Electronic Municipal Marketplace Access System (EMMA), or any service or services established by the Municipal Securities Rulemaking Board (or any of its successors) as a successor to EMMA. Greeley may request an independent audit of the WGFP Enterprise's financial statements for a Fiscal Year (as well as associated WGFP accounting records, supporting documentation, and billings to WGFP Allottees), to be paid for by Greeley, by sending a written audit request to the WGFP Enterprise before the end of the succeeding Fiscal Year. If more than one WGFP Allottee requests an independent audit for a given Fiscal Year, then only one audit shall occur, and the audit shall be paid for by the WGFP Allottees that requested the audit based on their respective WGFP Participation Percentages.
- 5.19. **Most Favored Party.** The terms and provisions of the WGFP Allotment Contracts for each of the WGFP Allottees will be substantially similar and in no event shall the WGFP Enterprise offer an Allotment Contract to another WGFP Allottee with more favorable provisions based on all of the terms and conditions of the WGFP Allotment Contract as a whole without first offering to Greeley the opportunity to amend this Contract to contain such favorable provisions.

6. WGFP Funding.

6.1. Establishment of Funds.

6.1.1. In addition to the funds established in Sections 7.4 and Section 8.4, the WGFP Enterprise shall establish and maintain an Operating Fund and an Operating Reserve Fund, with segregated accounts for each WGFP Allottee, to be used for disbursements to pay for the Operating C&E of the WGFP under the WGFP Allotment Contracts.

6.1.2. The WGFP Enterprise may establish and maintain additional reserve funds as it shall determine are necessary for operation, maintenance, repair, replacement, rehabilitation, or improvement of WGFP structures or facilities, with segregated accounts for each WGFP Allottee.

6.2. **Payment of Capital C&E Funding Obligations.** Greeley agrees to pay its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments under the terms of Section 7, participation in a WGFP Financing under the terms of Section 8, or a combination thereof.

6.2.1. Initial C&E. The Initial C&E to be funded by the WGFP Allottees shall be \$600,000,000. Greeley agrees to pay its Capital C&E Funding Obligations for Initial C&E under this Section 6.2.1 through participation in a WGFP Financing under the terms of Section 8. **Exhibit A** indicates each WGFP Allottee's Capital C&E Funding Obligation for such Initial C&E and chosen means of payment for such Initial C&E.

6.2.1.1. Until the date noticed by the WGFP Enterprise under this Section 6.2.1.1, Greeley may, with the WGFP Enterprise's written consent and without the need to amend this Contract under the terms of Section 5.7, modify its chosen means of payment of its Capital C&E Funding Obligations for Initial C&E, including its proportional amounts between a Capital C&E Funding Cash Payment and participation in a WGFP Financing and its election under Section 8.18 (if participating in WGFP Financing), and upon such modification the WGFP Enterprise shall update **Exhibit A** to the WGFP Allotment Contracts. Before the date of sale of a WGFP Financing for Initial C&E other than the CWCB Loan, the WGFP Enterprise will provide written notice to Greeley setting forth the date by which Greeley must finalize its payment method and election under Section 8.18 (if participating in WGFP Financing) for Initial C&E, which date shall be no less than 3 months after the date of notice unless Greeley otherwise agrees. Any modification of payment method or election under Section 8.18 (if participating in WGFP Financing) for Initial C&E after the date provided in the notice shall require a contract amendment under the terms of Section 5.7.

6.2.2. Completion C&E. If the WGFP Enterprise determines that the WGFP Allottees' payment of their respective Capital C&E Funding Obligations to fund Initial C&E under Section 6.2.1 will be depleted and Completion C&E must be incurred to complete construction of the WGFP, then the WGFP Enterprise shall give notice as soon as reasonably practicable to the WGFP Allottees of the need to pay additional Capital C&E Funding Obligations under this Section 6.2, the estimated total amount of Completion C&E to be incurred, and whether the WGFP Enterprise will undertake additional WGFP Financing for the Completion C&E. If the WGFP Enterprise offers the option to participate in additional WGFP Financing, then Greeley shall, within ninety (90) days of such notice, elect in writing to the WGFP Enterprise to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof. If no such election is made, Greeley shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E through participation in a WGFP Financing under Section 6.2.2.2. The WGFP Enterprise will update **Exhibit B** from time to time as needed under this Section 6.2.2.

6.2.2.1. To the extent that Greeley elects to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through Capital C&E Funding Cash Payments, then it shall make such payments in accordance with Section 7 and on substantially the same terms as other WGFP Allottees making Capital C&E Funding Cash Payments, and agrees to execute any documents and agreements necessary to bind Greeley to such terms. If Greeley fails to timely make its Capital C&E Funding Cash Payment for such Completion C&E after so electing, then Greeley shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E through participation in a WGFP Financing in the same manner as provided in Section 6.2.2.2.

6.2.2.2. To the extent that Greeley is obligated to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through participation in a WGFP Financing, then it shall make such payments and participate in such WGFP Financing in accordance with Section 8 and any applicable Financing Document and on substantially the same terms as any other WGFP Allottees participating in the WGFP Financing, and agrees to execute any documents and agreements necessary to bind Greeley to such terms.

6.2.3. Future Extraordinary C&E. If the WGFP Enterprise determines that Future Extraordinary C&E must be incurred, then the WGFP Enterprise shall give notice as soon as reasonably practicable to Greeley of the need to pay additional Capital C&E Funding Obligations under this Section 6.2 and the estimated total amount of Future Extraordinary C&E to be incurred. The Enterprise Board, in consultation with the WGFP Allottees, shall set a timeline for the WGFP Allottees to elect in writing to pay the Capital C&E

Funding Obligations for such Future Extraordinary C&E under this Contract through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof in accordance with the process described in Sections 6.2.2.1 and 6.2.2.2, and for the WGFP Allottees to make such payments of their respective Capital C&E Funding Obligations for such Future Extraordinary C&E to the WGFP Enterprise. If no such election is made, Greeley shall be obligated to pay its Capital C&E Funding Obligations for such Future Extraordinary C&E through participation in a WGFP Financing in accordance with the process described in Section 6.2.2.2.

6.2.3.1. Notwithstanding the foregoing in Section 6.2.3, if an emergency or natural disaster imminently threatens life, health, safety, or damage to the WGFP, the WGFP Enterprise may incur Future Extraordinary C&E to make reasonably necessary emergency repairs to mitigate threatened damage, provided that the WGFP Enterprise shall notify Greeley of such emergency and the need for such expenditures in advance (or if not possible in advance, then as soon as practicable), and whether the WGFP Enterprise will undertake additional WGFP Financing for the future Extraordinary C&E. In the event that the WGFP Enterprise incurs such emergency Future Extraordinary C&E, and if the WGFP Enterprise offers the option to participate in additional WGFP Financing, then Greeley shall have thirty (30) days to elect in writing to pay its Capital C&E Funding Obligations for such emergency Future Extraordinary C&E through Capital C&E Funding Cash Payments in accordance with the process described in Section 6.2.2.1. If no such election is made, then Greeley shall be obligated to pay its Capital C&E Funding Obligations for such emergency Future Extraordinary C&E through participation in a WGFP Financing in accordance with the process described in Section 6.2.2.2.

6.2.4. To the extent Greeley satisfies any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, other than Capital C&E Funding Cash Payments for emergency Future Extraordinary C&E incurred by the WGFP Enterprise prior to the giving of notice to Greeley, the WGFP Enterprise may require that Greeley provide adequate assurance in advance of closing on the corresponding WGFP Financing that it will be able to provide the required Capital C&E Funding Cash Payment on the date such Capital C&E Funding Cash Payments are due to the WGFP Enterprise under Section 7.3 or such other date as is agreed to by the WGFP Enterprise and Greeley.

6.3. Payment of Operating C&E and into Reserve Funds.

6.3.1. To the extent that Greeley meets its Capital C&E Funding Obligations under Section 6.2 through participation in WGFP Financing, Greeley hereby agrees to fund all of its portion of Operating Costs & Reserves during the term(s) of any debt incurred for WGFP Financing in which

Greeley participates in accordance with Section 8 hereof. When Greeley is not participating in any WGFP Financing or no debt is outstanding on WGFP Financing in which Greeley participates, Greeley agrees to fund its portion of Operating Costs & Reserves by paying to the WGFP Enterprise, on or before the last business day of January of each calendar year, the following amounts:

- 6.3.1.1. An amount equal to the product obtained by multiplying Greeley's WGFP Participation Percentage by the total amount of all Operating C&E estimated by the WGFP Enterprise to be incurred by the WGFP Enterprise in the then current calendar year, which the WGFP Enterprise shall deposit in the Operating Fund to be drawn upon in proportion to the WGFP Greeley's WGFP Participation Percentages to pay for Operating C&E as they are incurred;
- 6.3.1.2. Any amount needed to replenish any draws theretofore made on Greeley's subaccount in the Operating Reserve Fund, which the WGFP Enterprise shall deposit in the Operating Reserve Fund;
- 6.3.1.3. An amount equal to the product obtained by multiplying Greeley's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in the Operating Reserve Fund to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20, which the WGFP Enterprise shall deposit in the Operating Reserve Fund to be drawn upon when the moneys contained in Greeley's subaccount in the Operating Fund are insufficient to make payments on Operating C&E; and
- 6.3.1.4. An amount equal to the product obtained by multiplying Greeley's WGFP Participation Percentage by the total amount needed to replenish and maintain such other reserves as the Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2.

6.4. **Funding.** In order to meet Greeley's obligations under this Contract to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, Greeley agrees as follows:

- 6.4.1. Greeley shall to the fullest extent permitted by law fix rates, charges, or assessments so that Greeley will at all times have sufficient money to meet its obligations hereunder, and confirms (1) that, in accordance with C.R.S. § 31-35-402(1)(h), payments of its outstanding obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract (i) constitute special obligations of Greeley, payable solely from the revenues and other moneys derived by Greeley from its Water Enterprise, and (ii) shall be treated as expenses of operating such Water Enterprise; and (2) that there are either (i) no liens, charges or encumbrances on the revenues and other moneys derived by Greeley from

its Water Enterprise, or (ii) no liens, charges or encumbrances on the revenues and other moneys derived by Greeley from its Water Enterprise that include priority of payments with respect thereto that are prior to the payment of the expenses of operating such Water Enterprise, including amounts hereunder. Greeley represents and warrants that it constitutes an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR) and does not have the legal authority to levy a tax. Greeley’s outstanding obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations if any, under this Contract do not constitute a general obligation debt or indebtedness of Greeley within the meaning of any constitutional or statutory debt limitations or provisions, and are not payable in whole or in part from the proceeds of ad valorem property or other taxes of Greeley.

- 6.4.2. Nothing herein shall be construed as prohibiting Greeley from (1) using any other funds and revenues legally available therefor for purposes of satisfying any provisions of this Contract or (2) incurring obligations payable on a parity with the obligations under this Contract so long as Greeley’s obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract continue to constitute special obligations of Greeley, payable solely from the revenues and other moneys derived by Greeley from its Water Enterprise, and are treated as expenses of operating such Water Enterprise.
- 6.4.3. Greeley shall make payments required by this Contract whether or not the WGFP is permitted, undertaken, completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction, or curtailment of operation of the WGFP in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not conditioned upon performance by the WGFP Enterprise or any other WGFP Allottee under this Contract or any other agreement.
- 6.4.4. Greeley shall take all reasonable steps to maintain its status as an enterprise as defined in Section 20 of Article X of the Colorado Constitution.
- 6.4.5. Greeley shall not be liable under this Contract for the obligations of any other WGFP Allottee except as otherwise expressly set forth herein. Each WGFP Allottee shall be solely responsible and liable for performance of its obligations under its respective WGFP Allotment Contract. The obligation of each WGFP Allottee to make payments under its respective WGFP Allotment Contract is a several obligation and not a joint obligation with those of the WGFP Allottees.
- 6.5. **Security.** Greeley hereby represents and warrants that the revenues of its Water Enterprise are pledged to pay the operation and maintenance expenses of such Water Enterprise along with any indebtedness incurred by Greeley for the purpose of financing or refinancing improvements to its Water Enterprise. Furthermore, Greeley hereby represents and warrants that, in accordance with C.R.S. § 31-35-402(1)(h), Greeley’s obligations to pay its pro rata portion of Operating

C&E and its Loan Allottee Financing Obligations, if any, under this Contract constitute special obligations of Greeley, payable solely from the revenues and other moneys derived by Greeley from its Water Enterprise, and shall be treated as expenses of operating such Water Enterprise. Greeley hereby covenants that it will not issue or otherwise incur any indebtedness or other obligation that has a lien on the revenues of its Water Enterprise prior or superior to its obligation to pay the operating expenses of its Water Enterprise.

- 6.6. **Cooperation, Disclosure and Documents.** Greeley shall cooperate with the WGFP Enterprise for the purpose of expediting the issuance of WGFP Financing Obligations (as defined in Section 8.2) to finance the applicable portion of Capital C&E by providing such information and disclosure as may be reasonably required for such purpose, and by delivering all closing documents reasonably required by the WGFP Enterprise's counsel at the closing of each series of WGFP Financing Obligations. The WGFP Enterprise and Greeley will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to effect any financing and refinancing of Capital C&E and to allow the WGFP Enterprise to comply with reporting obligations, to assure the WGFP Enterprise of Greeley's intention to perform hereunder and for the better assuring and confirming unto the WGFP Enterprise and any Lender (as defined in Section 8.2) the rights and benefits provided to them herein.
- 6.7. **Maintenance of Tax-Exempt Status of WGFP Financing Obligations.** Notwithstanding any other provision of this Contract, no WGFP Allottee will take any action or omit to take any action, directly or indirectly, in any manner, which would result in any of the WGFP Financing Obligations (as defined in Section 8.2), the interest on which was intended to be excludable from gross income for federal income tax purposes, being treated as an obligation not described in Section 103(a) of the Internal Revenue Code of 1986, as amended, by reason of classification of such WGFP Financing Obligations as a "private activity bond" within the meaning of Section 141 of said Code, by reason of classification of such WGFP Financing Obligations as an "arbitrage bond" within the meaning of Section 148 of said Code, or for any other reason.

PART III – PROVISIONS APPLICABLE TO CASH ALLOTTEES

7. Provisions Applicable to Cash Allottees.

- 7.1. **Applicability.** This Section 7 shall, unless modified by express language in a subsequent agreement, be applicable to Greeley to the extent that it meets its Capital C&E Funding Obligations under Section 6.2 through Capital C&E Funding Cash Payments. Greeley is referred to herein as a Cash Allottee to the extent that it meets its Capital C&E Funding Obligations under Section 6.2 through Capital C&E Funding Cash Payments.
- 7.2. **Additional Definitions.** In addition to the definitions in Section 1, the following definitions shall apply to this Section 7.

7.2.1. **“Escrow Agreement”** means the escrow agreement between the WGFP Enterprise and Cash Allottee as more particularly described in this Section 7.

7.2.2. **“Escrow Fund”** means the escrow fund established under the Escrow Agreement.

7.3. Payment of Capital C&E Funding Obligations.

7.3.1. **Initial C&E.** To the extent Greeley meets its Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 through Capital C&E Funding Cash Payments, Greeley hereby agrees to provide its Capital C&E Funding Cash Payment for such Initial C&E to the WGFP Enterprise on or before the date of sale of any WGFP Financing, exclusive of a CWCB Loan (as defined in Section 8.2), for such amount of Capital C&E.

7.3.1.1. In the event that the WGFP Enterprise, in consultation with the WGFP Allottees, determines that a portion of the Initial C&E should be incurred before the date of sale of any WGFP Financing (exclusive of a CWCB Loan) and paid for using the CWCB Loan and Capital C&E Funding Cash Payments, the WGFP Enterprise shall give notice to the WGFP Allottees of its intent to incur such Capital C&E and, to the extent Greeley meets its Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 through Capital C&E Funding Cash Payments, Greeley agrees to provide a portion of its Capital C&E Funding Cash Payment corresponding to the proportion of the Initial C&E to be incurred before the date of sale of any WGFP Financing (exclusive of a CWCB Loan) to the WGFP Enterprise within sixty (60) days after WGFP Enterprise sends the notice described herein; in such event, the remainder of Greeley’s Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 shall still be due to the WGFP Enterprise on or before the date of sale of any WGFP Financing for such amount of Capital C&E, exclusive of a CWCB Loan.

7.3.2. **Completion C&E and Future Extraordinary C&E.** To the extent Greeley elects to meet its Capital C&E Funding Obligations for Completion C&E under Section 6.2.2 or its additional Capital C&E Funding Obligations for Future Extraordinary C&E under Section 6.2.3, other than Capital C&E Funding Cash Payments for emergency Future Extraordinary C&E incurred by the WGFP Enterprise prior to the giving of notice to Greeley, through Capital C&E Funding Cash Payments, Greeley hereby agrees to provide its Capital C&E Funding Cash Payment to the WGFP Enterprise on or before the date of sale of any associated WGFP Financing, or on such other date as agreed to by the WGFP Enterprise and Greeley.

7.3.3. For sixty (60) days immediately before a Capital C&E Funding Cash Payment associated with Capital C&E is due to the WGFP Enterprise in accordance with this Section 7.3, Cash Allottee agrees to place the funds to

be provided to WGFP Enterprise in an escrow account and schedule such funds for release to the WGFP Enterprise on the date such Capital C&E Funding Cash Payments are due to the WGFP Enterprise, except that Cash Allottee may release and provide such funds to the WGFP Enterprise in advance of such due date in its discretion.

- 7.3.4. To the extent Greeley meets any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, Greeley hereby represents, warrants, and covenants that such Capital C&E Funding Cash Payments shall and will be delivered to the WGFP Enterprise free and clear of any prior lien, including any pledge of the revenues of its Water Enterprise.
- 7.4. **Escrow Agreement; Escrow Fund.** In addition to the funds established under Section 6.1, the WGFP Enterprise shall establish and maintain an Escrow Fund pursuant to an Escrow Agreement between the WGFP Enterprise and Cash Allottee in the form attached hereto as **Exhibit D**, with segregated accounts for each WGFP Allottee required to make payments into such Escrow Fund. The WGFP Enterprise shall deposit the proceeds of Cash Allottees' Capital C&E Funding Cash Payments into the Escrow Fund.
- 7.5. **Disbursements From Escrow Fund to Pay for Capital C&E.** Pursuant to the terms of the Escrow Agreement, the WGFP Enterprise shall disburse amounts from the Escrow Fund on a periodic basis for the payment of amounts due and owing on account of the Cash Allottee's Capital C&E Funding Obligations attributable to its Capital C&E Funding Cash Payment. Pursuant to the terms of the Escrow Agreement, such periodic disbursements from the Escrow Fund shall occur simultaneously with disbursements from the funds and accounts funded with proceeds provided by all other WGFP Allottees, whether through the provision of Capital C&E Funding Cash Payments or through participation in WGFP Financing, and each disbursement from the Escrow Fund shall be in an amount where the ratio of such amount to the total disbursements for Capital C&E Funding Obligations for such period is equal to the Cash Allottee's pro-rata share of Capital C&E Funding Obligations attributable to its Capital C&E Funding Cash Payment at the time of any such disbursement.
- 7.6. To the extent Greeley satisfies any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, if the WGFP Enterprise holds any proceeds from Greeley's payment of its Capital C&E Funding Obligations after the WGFP Enterprise determines that all Capital C&E have been paid in full, then the WGFP Enterprise shall, at Greeley's option, either reimburse such proceeds to Greeley or transfer and credit such proceeds to Greeley's payment of other C&E due under this Contract.

PART IV – PROVISIONS APPLICABLE TO LOAN ALLOTTEES

8. WGFP Financing.

- 8.1. **Applicability.** This Section 8 shall, unless modified by express language in a subsequent agreement, be applicable to Greeley to the extent that it participates in a WGFP Financing and for the term of repayment of any such WGFP Financing in

which Greeley participates. Greeley is referred to herein as a Loan Allottee to the extent that it participates in any WGFP Financing.

- 8.2. **Additional Definitions.** In addition to the definitions in Section 1, the following definitions shall apply to WGFP Financing and this Section 8.
- 8.2.1. **“CWCB Loan”** means a loan or loans issued or to be issued to the WGFP Enterprise by the Colorado Water Conservation Board under an intergovernmental loan contract.
 - 8.2.2. **“Debt Service Fund”** means a fund established under any Financing Document to provide for the payment of WGFP Financing Obligations.
 - 8.2.3. **“Debt Service Reserve Fund”** means a reserve fund established under any Financing Document to provide for the payment of WGFP Financing Obligations when the moneys contained in the Debt Service Fund for such WGFP Financing Obligations are insufficient to make such payments.
 - 8.2.4. **“Lender”** means any lender, bondholder, noteholder, lessee or other holder of any other obligation or indebtedness (including the State of Colorado, the United States of America, or any department, bureau or other affiliated entity thereof) issued in connection with a WGFP Financing of the WGFP Enterprise which constitutes a WGFP Financing Obligation.
 - 8.2.5. **“Revenue Fund”** means a fund established to provide for the disbursement of annual payments made by Loan Allottees under the terms of Section 8.6.
 - 8.2.6. **“Subordinated Lien Loan Fund”** means a fund established hereunder to provide for the payment of any lien borrowings that are subordinate to WGFP Financing Obligations, including the CWCB Loan.
 - 8.2.7. **“Subordinated Lien Loan Reserve Fund”** means a reserve fund established under Section 8.4.
 - 8.2.8. **“WGFP Financing Costs”** means any and all costs associated with a WGFP Financing, including but not limited to (a) the principal of and interest on all WGFP Financings, (b) fees payable to Lenders and others related to the issuance and administration of a WGFP Financing, and (c) reserves required in connection with a WGFP Financing, if any. WGFP Financing Costs are included in the definition of Capital C&E.
 - 8.2.9. **“WGFP Financing Obligation”** means the obligation of the WGFP Enterprise to repay an amount of money borrowed from a Lender through a WGFP Financing.
- 8.3. **Issuance or Incurrence of WGFP Financing Obligations.** The WGFP Enterprise will use its best efforts to issue or cause to be issued WGFP Financing Obligations. The WGFP Enterprise may obtain such WGFP Financing in one or more transactions and by one or more means. The WGFP Financing Obligations shall be issued, in one or more issuances, only upon approval of the Enterprise Board. To

the extent Greeley participates in any WGFP Financing, Greeley authorizes an initial WGFP Financing for the Initial C&E (less that amount funded by Capital C&E Funding Cash Payments) as described in Section 6.2.1, defined in **Exhibit A**, and in accordance with Section 8.18; and such WGFP Financing for Completion C&E or Future Extraordinary C&E as determined by the Enterprise Board to be necessary under Section 6.2.2 and Section 6.2.3, respectively.

- 8.4. **WGFP Financing Funds.** In addition to the funds established in Section 6.1, there shall be established and maintained either by the WGFP Enterprise or under any Financing Documents the following funds and reserve funds, with segregated accounts for each Loan Allottee, to be used under the terms of this Section 8: a Revenue Fund; a Debt Service Fund; a Debt Service Reserve Fund; a Subordinated Lien Loan Fund; a Subordinated Lien Loan Reserve Fund; and a Liquidity Fund.

8.4.1. **Liquidity Fund.** For each WGFP Financing undertaken by the WGFP Enterprise, whether senior lien or subordinate lien, in which Greeley participates, and to the extent of such participation, Loan Allottees shall, on a due date or due dates set by the WGFP Enterprise in its discretion and noticed to the WGFP Allottees, deposit with the WGFP Enterprise an amount equal to the product of Loan Allottee's WGFP Financing Participation Percentage multiplied by 30% of the maximum annual debt service on such WGFP Financing, which the WGFP Enterprise shall deposit in the Liquidity Fund in segregated accounts for each Loan Allottee. Such Liquidity Fund shall be held by the WGFP Enterprise to be applied separately from any reserves required for the borrowings. Upon full repayment of a WGFP Financing, the WGFP Enterprise shall return the amount each Loan Allottee deposited in the Liquidity Fund for such WGFP Financing to such Loan Allottee. Any interest accrued by the Liquidity Fund shall be transferred to the Operating Fund and credited, based on the WGFP Financing Participation Percentages, to each Loan Allottee's payment of amounts due to such fund under this Contract.

- 8.5. **Payment of Loan Allottee's Capital C&E Funding Obligations and Operating C&E.** To the extent Greeley participates in any WGFP Financing and for the term of any such WGFP Financing, Loan Allottee hereby agrees to pay, on or before the last business day of January of each calendar year, an amount equal to the sum of the following:

- 8.5.1. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount of all Operating C&E estimated by the WGFP Enterprise to become due in the then current calendar year;
- 8.5.2. Subject to Section 8.18 hereof, an amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount of principal of and interest to become due, on or prior to January 14 of the following calendar year, on all WGFP Financing;
- 8.5.3. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Operating Reserve Fund;

- 8.5.4. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in the Operating Reserve Fund to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20;
 - 8.5.5. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Debt Service Reserve Fund;
 - 8.5.6. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount needed to increase the amount on deposit in the Debt Service Reserve Fund to equal the amount required to be on deposit therein under any Financing Document;
 - 8.5.7. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Subordinated Lien Loan Reserve Fund;
 - 8.5.8. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount needed to increase the amount on deposit in the Subordinated Lien Loan Reserve Fund to equal the amount required to be on deposit therein under any Financing Document;
 - 8.5.9. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccounts in such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2;
 - 8.5.10. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2 to equal the amount determined by the Enterprise Board to be necessary to be on deposit therein;
 - 8.5.11. An amount equal to Loan Allottee's obligation to contribute funds into the Liquidity Fund as provided in Section 8.4.1; and
 - 8.5.12. Any amount due from Loan Allottee pursuant to Voluntary Step-Up or Mandatory Step-Up under Section 5.4.6.6.
- 8.6. **Revenue Fund.** The WGFP Enterprise shall deposit all amounts paid by Loan Allottee under Section 8.5 into the Revenue Fund and credit such amounts to Loan Allottees' subaccounts therein. Monies in the Revenue Fund shall be disbursed periodically by the WGFP Enterprise to the following funds in the following order of priority:

- 8.6.1. To the Operating Fund, the full amount of the current Operating C&E attributable to all Loan Allottees;
 - 8.6.2. To the Debt Service Fund, an amount equal to the WGFP Financing Costs for such period, except for financing costs for any subordinated lien borrowing, including the CWCB Loan;
 - 8.6.3. To the Subordinated Lien Loan Fund, an amount necessary to pay the debt service for such period on all subordinated lien borrowings, including the CWCB Loan;
 - 8.6.4. To the Operating Reserve Fund, an amount necessary to replenish any prior draws made in respect of any and all Loan Allottees and to increase the amount on deposit therein to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20;
 - 8.6.5. To the Debt Service Reserve Fund, an amount necessary to replenish any prior draws made in order to pay WGFP Financing Costs and to increase the amount on deposit therein to equal the amount required to be on deposit therein under any Financing Document;
 - 8.6.6. To the Subordinated Lien Loan Reserve Fund, an amount necessary to replenish any prior draws made in order to pay any subordinated lien borrowings, including the CWCB Loan, and to increase the amount on deposit therein to equal the amount required to be on deposit therein under any Financing Document;
 - 8.6.7. To such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2, an amount necessary to replenish any prior draws made in order to pay Operating C&E and to increase the amount on deposit therein to equal the amount determined by the Enterprise Board to be necessary to be on deposit therein;
 - 8.6.8. To the Liquidity Fund, an amount necessary to maintain such fund at the amount described in Section 8.4.1; and
 - 8.6.9. If any amount remains, to a surplus fund established and maintained by the WGFP Enterprise to be used by the WGFP Enterprise in its discretion for any lawful purpose of the WGFP Enterprise.
- 8.7. **Billing Statement and Payment of WGFP Financing Costs and Operating C&E.** As a component of the Billing Statement described in Section 4.5, the WGFP Enterprise shall furnish Loan Allottee with a written statement of the estimated WGFP Financing Costs for each succeeding Fiscal Year, if any, taking into account applicable credits received by the WGFP Enterprise and estimated investment earnings on moneys, if any, related to WGFP Financing Obligations and held by the WGFP Enterprise. Allottee shall pay, or cause to be paid, to the WGFP

Enterprise, on or before the last business day of January of each calendar year, 100% of the WGFP Financing Costs billed to Allottee in such written statement.

- 8.8. **Interest on Late Payment.** Any amount of the WGFP Financing Costs billed in a Fiscal Year by the WGFP Enterprise under Section 8.7 which remains unpaid after the last business day of February shall bear interest from such day at the per annum interest rate of eighteen percent (18%) until paid. To the extent Greeley is a Loan Allottee, interest paid by Loan Allottee shall not change the WGFP Participation Percentage or WGFP Financing Participation Percentage of Loan Allottee but shall be applied to the payment of WGFP Financing Costs of the Loan Allottees other than the Loan Allottee paying such interest in accordance with the applicable Financing Documents.
- 8.9. **WGFP Enterprise Responsibility Regarding Collected Funds.** The WGFP Enterprise shall apply the funds paid by Loan Allottee pursuant to Section 8.5 solely as provided in Section 8.6. The WGFP Enterprise shall keep amounts collected under this Contract from Loan Allottee in a designated account for the WGFP Financing Obligations, promptly pay when due the WGFP Financing Costs, provide WGFP Financing accounting and payment information to all WGFP Allottees, and take such other reasonable actions as may be requested by Loan Allottee and agreed to by the WGFP Enterprise; provided, that failure of the WGFP Enterprise or of Loan Allottee to make payment required by Section 8 of a WGFP Allotment Contract shall not relieve Loan Allottee of its obligation to pay all amounts owed under this Contract.
- 8.10. **Loan Allottee Bankruptcy or Insolvency.** In addition to a failure to pay any amounts due under Section 8.5, Default under Section 5.3.1.2 shall also include, without limitation, Loan Allottee's act of filing any petition or instituting any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby Loan Allottee asks or seeks or prays to be adjudicated a bankrupt, or to be discharged from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension of time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or Loan Allottee's act of making a general or any assignment for the benefit of its creditors. A Default under this Section 8.10 shall be subject to the Default, forfeiture, and other provisions of Section 5.4.
- 8.11. **Future Financings.** In the event Greeley participates in any future borrowing or refinancing authorized by this Contract, Greeley agrees to undertake the same obligations as are set forth in this Section 8.
- 8.12. **Obligation Is Not Subject to Reduction.** Loan Allottee shall make payments under Section 8.5 of this Contract whether or not WGFP is permitted, undertaken, completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction, or curtailment of operation of WGFP or of water or storage contracted for in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not

conditioned upon performance by the WGFP Enterprise or any other Loan Allottee under this Contract or any other agreement. If and to the extent Loan Allottee transfers all or a part of its WGFP Allotment associated with any WGFP Financing under the terms of Section 5.2, Loan Allottee shall remain liable for its obligations to pay the WGFP Enterprise for the WGFP Financing associated with the transferred WGFP Allotment in the event and to the extent not paid by the transferee acquiring such WGFP Allotment.

- 8.13. **Several Obligation.** No Loan Allottee shall be liable under its respective WGFP Allotment Contract for the obligations of any other Loan Allottee except as expressly set forth in Section 5.4 hereof. Each Loan Allottee shall be solely responsible and liable for performance of its obligations under its respective WGFP Allotment Contract. The obligation of each Loan Allottee to make payments under its respective WGFP Allotment Contract is a several obligation and not a joint obligation with those of the other WGFP Allottees.
- 8.14. **Limited Obligations of WGFP Enterprise.** WGFP Financing Obligations incurred by the WGFP Enterprise pursuant to this authorization are special revenue obligations of the WGFP Enterprise payable solely from the amounts received by the WGFP Enterprise from the Loan Allottees under the WGFP Allotment Contracts. WGFP Financing Obligations do not constitute a general obligation debt or indebtedness of the WGFP Enterprise within the meaning of any constitutional or statutory debt limitations or provisions. The WGFP Enterprise does not have the legal authority to levy a tax.
- 8.15. **Allocation of Project Expenses; Disbursements.** Allottee agrees that all WGFP Financing Costs are to be paid solely from the amounts received by the WGFP Enterprise from the Loan Allottees under the WGFP Allotment Contracts, and are not the responsibility of the WGFP Enterprise, the WGFP Allottees that did not participate in WGFP Financing to the extent that they did not participate, or the District.
 - 8.15.1. The Financing Documents relating to WGFP Financing Obligations shall provide that simultaneously at the time of the disbursement of any proceeds of WGFP Financing Obligations there will be a disbursement of proceeds from the funds holding cash payments made by WGFP Allottees not participating in WGFP Financing, and that in each instance the disbursement of proceeds of WGFP Financing Obligations and the disbursement of proceeds from the funds holding cash payments made by WGFP Allottee not participating in WGFP Financing shall be in proportion to the applicable WGFP Participation Percentage of each WGFP Allottee.
- 8.16. **Pledge or Assignment to Lender.** The WGFP Enterprise may pledge and assign to any Lender all or any portion of the payments received under this Contract from Allottee. Such pledge and assignment by the WGFP Enterprise shall be made effective for such time as the WGFP Enterprise shall determine and provide that the Lender shall have the power to enforce this Contract if an event of default occurs under the applicable Financing Document.

- 8.17. **Lender is Third Party Beneficiary.** Any Lender shall have the right as a third-party beneficiary to initiate and maintain suit to enforce this Contract to the extent provided in any Financing Document.
- 8.18. **Loan Allottees' Elections of Amortization Schedules.** All WGFP Allottees have been directly and substantially involved with the WGFP Enterprise in creating the form of this Contract. The WGFP Enterprise has advised all WGFP Allottees, among other things, that: (a) the WGFP is not a project amenable to being down-scaled in the event less than all currently anticipated WGFP Allottees participate; (b) the WGFP Enterprise intends to obtain for Initial C&E (i) a WGFP Financing in the form of a \$90 million, 30-year, low interest rate, subordinate lien, level debt service CWCB Loan, and (ii) a WGFP Financing in the form of a publicly-offered issue of revenue bonds for the balance of the WGFP Financing Obligation for Initial C&E with a 30-year, market-based interest rate, level debt service loan (the "Revenue Bond Financing"). Some Loan Allottees have informed the WGFP Enterprise that they prefer to participate in the Revenue Bond Financing to fund their individual Capital C&E Funding Obligation for Initial C&E if their payments are substantially based on an amortization schedule of 20 years, and other Loan Allottees have informed the WGFP Enterprise that their ability to participate in the Revenue Bond Financing to fund their individual Capital C&E Funding Obligation for Initial C&E requires a 30-year amortization. The WGFP Enterprise has determined that separate 20-year and 30-year bond issues are not a viable option. The WGFP Enterprise and WGFP Allottees are willing to accommodate a mixture of 20-year and 30-year amortization schedules if the accommodation does not adversely affect any WGFP Allottees or alter the obligations of all Loan Allottees under their WGFP Allotment Contracts (other than establishment of different amortization schedules for Loan Allottees according to their preferences for 20-year or 30-year amortization schedules). The WGFP Enterprise has advised all WGFP Allottees, among other things, that: (a) the WGFP Enterprise must make determinations as to what is in the best interests of building the WGFP and in the best interests of all WGFP Allottees; and (b) it has sought, received and is relying on the advice of its financial advisor and its investment banker as to this Contract, including as to alternative financing structures, as well the advice of its bond counsel and general counsel on related legal matters. The WGFP Enterprise has determined its only currently viable financing course of action for Initial C&E is that: (A) if available, the CWCB Loan will have a 30-year level debt service amortization and all Loan Allottees shall participate in funding repayment of the CWCB Loan; and (B) the Revenue Bond Financing will have a 30-year amortization and will be structured in such a manner that (i) the Capital C&E Funding Obligations of those Loan Allottees who affirmatively elect to participate in the Revenue Bond Financing based on a 20-year amortization schedule will have 90% of their individual Capital C&E Funding Obligations amortized on a level debt service basis over the period of years 1 to 20 of the 30-year amortization of the Revenue Bond Financing, with the remaining 10% of their individual Capital C&E Funding Obligations amortized on a level debt service basis in years 21 to 30 of the 30-year amortization of the Revenue Bond Financing (the "90-10 arrangement"), and (ii) the Capital C&E Obligations of all Loan Allottees who do not affirmatively elect either amortization schedule will have 100% of their individual Capital C&E Funding Obligations amortized on a 30-year level debt service basis. If Greeley chooses the 90-10 arrangement, it means that Greeley: (A) has determined this

arrangement is in its best interests; (B) agrees that the accommodation to allow Loan Allottees to elect between 20- and 30-year amortization schedules for the Revenue Bond Financing of their individual Capital C&E Funding Obligations and the other rights and interests created by this Contract are legally sufficient consideration for all obligations of Greeley under this Allotment Contract, including, without limitation, all step-up obligations of Greeley pursuant to Section 5.4.6.6.; (C) acknowledges that the 10% of Greeley's individual Capital C&E Funding Obligations which does not begin to amortize until year 21 will bear current interest in years 1 to 20 and that Greeley is obligated to pay such interest on a current basis; (D) acknowledges that this arrangement does not change Greeley's WGFP Financing Participation Percentage under this Allotment Contract in any way except in respect of the amount payable under Section 8.5.2; and (E) acknowledges that the step-up amounts, if any, payable in years 21 to 30, will not be adjusted for the 90-10 arrangement. Subject to all of the terms and conditions recited above in this Section 8.18, a Loan Allottee may choose the 90-10 arrangement by giving written notice to the WGFP Enterprise pursuant to Section 6.2.1.1.

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DATED: _____

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

By: _____
Roy H. Otto, City Manager


APPROVED AS TO LEGAL FORM:

By: _____
Doug Marek, City Attorney

AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

RECOMMENDED:

DocuSigned by:

By: _____
8A5B721D42EE46F
Chairman, Water and Sewer Board

DATED: _____

**WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE
MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY
DISTRICT**

By: _____

Name: Dennis Yanchunas

Title: President

ATTEST:

By: _____

Name: Bradley D. Wind

Title: Secretary

EXHIBIT A
Initial C&E

WGFP Allottee	WGFP Allotment (WGFP Units)	WGFP Participation Percentage	Capital C&E Funding Obligation (Initial C&E)	Capital C&E Funding Cash Payment (Initial C&E)	WGFP Units Attributable to Capital C&E Funding Cash Payment (Initial C&E)	WGFP Financing (Initial C&E)	WGFP Units Attributable to WGFP Financing (Initial C&E)	WGFP Financing Participation Percentage (Initial C&E)
Broomfield	26,464	29.40%	\$176,400,000	\$22,000,000	3,300	\$154,400,000	23,164	32.26%
Platte River Power Authority	16,000	17.78%	\$106,680,000	\$27,000,000	4,049	\$79,680,000	11,951	16.64%
Loveland	10,000	11.11%	66,660,000	\$20,000,000	3,000	\$46,660,000	7,000	9.75%
Greeley	9,189	10.21%	61,260,000		0	\$61,260,000	9,189	12.80%
Longmont	7,500	8.33%	49,980,000	\$49,980,000	7,500	0.00		0.00%
Erie	6,000	6.67%	40,020,000		0	\$40,020,000	6,000	8.36%
Little Thompson Water District	4,850	5.40%	32,400,000		0	\$32,340,000	4,850	6.75%
Superior	4,726	5.25%	31,500,000		0	\$31,500,000	4,726	6.58%
Louisville	2,835	3.15%	18,900,000		0	\$18,900,000	2,835	3.95%
Fort Lupton	1,190	1.32%	7,920,000		0	\$7,920,000	1,190	1.66%
Lafayette	900	1.00%	6,000,000		0	\$6,000,000	900	1.25%
Central Weld County Water District	346	0.38%	2,280,000	\$2,280,000	346	0.00	0	0.00%
Totals	90,000	100%	\$600,000,000	\$121,260,000	18,195	\$478,680.00	71,805	100.00%

EXHIBIT B
Completion C&E/Future Extraordinary C&E

WGFP Allottee	Capital C&E Funding Obligation	Capital C&E Funding Cash Payment	WGFP Units Attributable to Capital C&E Funding Cash Payment	WGFP Financing	WGFP Units Attributable to WGFP Financing	WGFP Financing Participation Percentage
Broomfield	\$0.00	\$0.00	0	\$0.00	0	0.00%
Platte River Power Authority	0.00	0.00	0	0.00	0	0.00%
Loveland	0.00	0.00	0	0.00	0	0.00%
Greeley	0.00	0.00	0	0.00	0	0.00%
Longmont	0.00	0.00	0	0.00	0	0.00%
Erie	0.00	0.00	0	0.00	0	0.00%
Little Thompson Water District	0.00	0.00	0	0.00	0	0.00%
Superior	0.00	0.00	0	0.00	0	0.00%
Louisville	0.00	0.00	0	0.00	0	0.00%
Fort Lupton	0.00	0.00	0	0.00	0	0.00%
Lafayette	0.00	0.00	0	0.00	0	0.00%
Central Weld County Water District	0.00	0.00	0	0.00	0	0.00%
Totals	\$ 0.00	\$ 0.00	0	\$ 0.00	0	100.00%

EXHIBIT C

IF TO:	MAILING ADDRESS
Windy Gap Firming Project Water Activity Enterprise	c/o WGFP Project Manager 220 Water Avenue Berthoud, CO 80513
Broomfield	c/o David F. Allen Director of Public Works 1 DesCombes Drive Broomfield, CO 80020-2495
Central Weld County Water District	c/o Stan Linker District Manager 2235 2 nd Avenue Greeley, CO 80631-7203
Greeley	c/o Sean Chambers Director of Water & Sewer 1100 10 th Street, Ste 300 Greeley, CO 80631-3863
Erie	c/o Todd Fessenden Deputy Public Works Director PO Box 750 Erie, CO 80516-0750
Fort Lupton	City of Fort Lupton Attn: City Administrator 130 South McKinley Avenue Fort Lupton, CO 80621
Lafayette	c/o Jeff Arthur Public Works Director 1290 S Public Road Lafayette, CO 80026-2706
Little Thompson Water District	c/o Amber Kauffman District Manager 835 E State Hwy 56 Berthoud, CO 80513-9237
Longmont	c/o Ken Huson Water Resources Engineer 1100 S. Sherman Street Longmont, CO 80501-6550
Louisville	c/o Cory Peterson Water Resources Engineer 749 Main Street Louisville, CO 80027-1136

IF TO:	MAILING ADDRESS
Loveland	c/o Larry D. Howard Senior Civil Engineer – Water Resources 200 N. Wilson Avenue Loveland, CO 80537-6017
Platte River Power Authority	c/o Heather Banks Fuels & Water Manager 2000 E Horsetooth Road Fort Collins, CO 80525-5721
Superior	c/o Jim Widner Utilities Superintendent 124 E Coal Creek Drive Superior, CO 80027-9626

EXHIBIT D

[Form of Escrow Agreement]

EXHIBIT D TO WGFP ALLOTMENT CONTRACT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made effective as of _____, by and between the Windy Gap Firing Project Water Activity Enterprise (the “**WGFP Enterprise**”), and [Name of Cash Allottee] (the “**Cash Allottee**”), and is made with reference to the following facts:

RECITALS

A. The WGFP Enterprise is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.* that is owned by the Municipal Subdistrict, Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513. The WGFP Enterprise is a water activity enterprise that will exercise the authorities granted by C.R.S. §§ 37-45-101 *et seq.*, 37-45.1-101 *et seq.*, 31-35-401 *et seq.*, and any other relevant grant of statutory authority, for the purpose of the planning, financing, acquisition, construction, operation, administration, maintenance, repair, replacement, rehabilitation, and improvement of the Windy Gap Firing Project (“WGFP”).

B. Cash Allottee is a [add description*].

C. Pursuant to the WGFP Allotment Contract between the WGFP Enterprise and Cash Allottee, Cash Allottee has elected to make an upfront cash payment (the “Capital C&E Funding Cash Payment”) to the WGFP Enterprise for the purpose of paying [a portion of] Cash Allottee’s pro rata obligation, based on the WGFP Participation Percentages, to fund [Initial C&E] (“Capital C&E Funding Obligations”). Specifically, Cash Allottee has elected to make a Capital C&E Funding Cash Payment of \$[XXXXXXXX], which is equal to [X%] of its Capital Funding Obligations for [Initial C&E].

D. In accordance with the WGFP Allotment Contract, the WGFP Enterprise has established and agreed to maintain an Escrow Fund with segregated accounts for each WGFP Allottee required to make a Capital C&E Funding Cash Payment into such Escrow Fund.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms, and conditions set forth herein, the parties agree as follows:

1. Definitions. Each and every definition set forth in the foregoing “introduction” and “recitals” is hereby incorporated into this Escrow Agreement by this reference. Capitalized terms not defined herein shall have the meanings assigned those terms in the WGFP Allotment Contract. To the extent the definition of a capitalized term herein conflicts with the definition of such term in the WGFP Allotment Contract, the definition in the WGFP Allotment Contract shall prevail.

2. Establishment of [Name of Cash Allottee] Proceeds Fund. Within the Escrow Fund, there is hereby created and established a special fund designated “[Name of Cash Allottee] – Capital C&E Funding Cash Payment Proceeds Fund” (the “[Name of Cash Allottee] Proceeds Fund”), which shall be held in trust by the WGFP Enterprise separate and apart from all other

EXHIBIT D TO WGFP ALLOTMENT CONTRACT

funds of the WGFP Enterprise. The [Name of Cash Allottee] Proceeds Fund shall be a separate account from any other funds or accounts in the Escrow Fund funded with proceeds provided by other WGFP Allottees.

3. Deposit of Capital C&E Funding Cash Payment. The proceeds of the Capital C&E Funding Cash Payment paid by Cash Allottee to the WGFP Enterprise pursuant to the WGFP Allotment Contract shall be deposited in the [Name of Cash Allottee] Proceeds Fund and applied to the Cash Allottee's Capital Funding Obligations set forth under the WGFP Allotment Contract.

4. Disbursements From [Name of Cash Allottee] Proceeds Fund. The WGFP Enterprise shall disburse amounts from the [Name of Cash Allottee] Proceeds Fund on a periodic basis for the payment of amounts due and owing on account of the Cash Allottee's Capital C&E Funding Obligations. Such periodic disbursements from the [Name of Cash Allottee] Proceeds Fund shall occur simultaneously with disbursements from the funds and accounts funded with proceeds provided by all of the WGFP Allottees, whether through the provision of cash, through the participation in a financing by the WGFP Enterprise, or through both. Each disbursement from the [Name of Cash Allottee] Proceeds Fund shall be in an amount where the ratio of such amount to the total disbursement for [Initial C&E] at such time is equal to the Cash Allottee's WGFP Participation Percentage attributable to its Capital Funding Cash Payment at the time of any such disbursement.

5. Investment of Proceeds. Any moneys in the [Name of Cash Allottee] Proceeds Fund not presently needed for payment of the Cash Allottee's Capital Funding Obligations as set forth above may be invested in any legal investments for monies of the WGFP Enterprise maturing or otherwise available not later than the date upon which such moneys will be needed according to a schedule of anticipated payments from the [Name of Cash Allottee] Proceeds Fund prepared by the WGFP Enterprise in connection with the WGFP. Any such investments shall be made in accordance with the investment policies adopted by the WGFP Enterprise and shall be held by the WGFP Enterprise, in trust, for the account of the [Name of Cash Allottee] Proceeds Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom including accrued interest and premium, if any, shall be immediately deposited in the [Name of Cash Allottee] Proceeds Fund and shall be disposed of in the manner and for the purposes provided in the WGFP Allotment Contract.

6. Reporting. The WGFP Enterprise shall provide Cash Allottee with periodic (no less than quarterly) reports regarding the disbursement of funds from the [Name of Cash Allottee] Proceeds Fund under the terms of this Escrow Agreement.

7. Reimbursement or Transfer After [Initial C&E] Paid in Full. If the WGFP Enterprise holds any moneys in the [Name of Cash Allottee] Proceeds Fund after the WGFP Enterprise determines that all [Initial C&E] has been paid in full, then the WGFP Enterprise shall, at Cash Allottee's option, either reimburse such proceeds to Cash Allottee or transfer and credit such proceeds to Cash Allottee's payment of other costs due under its WGFP Allotment Contract.

8. Counterparts. This Escrow Agreement may be executed by the WGFP Enterprise and the Cash Allottee in separate counterparts, each of which when so executed and delivered shall

EXHIBIT D TO WGFP ALLOTMENT CONTRACT

be an original, but all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes

9. Severability. If one or more clauses, sentences, paragraphs or provisions of this Escrow Agreement shall be held to be unlawful, invalid or unenforceable, the remainder of this Escrow Agreement shall not be affected thereby.

10. Choice of Law. This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the WGFP Enterprise and the Cash Allottee, pursuant to resolutions duly and regularly adopted by their respective governing bodies, have caused their names to be affixed by their proper and respective officers as of the date set forth above.

[ALLOTTEE]

By: _____

[NAME]

[TITLE]

ATTEST:

By: _____

Title: _____

WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE

By: _____

[NAME]

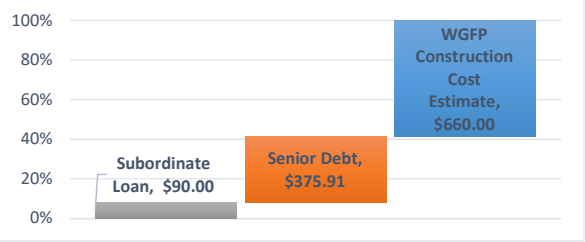
[TITLE]

SUMMARY OF WINDY GAP FIRING PROJECT ALLOTMENT CONTRACT DEFAULT PROVISIONS

	Timing/Type of Default			
	Initial Budgeted Construction Costs	Overbudget Construction Costs	Post-Construction Capital Costs	O&M Costs
Participant	Lose 50% of vested allotment (if any); lose 100% of unvested. {Section 5.4.6.4}	Option to contribute cash; failure shifts Participant into pooled financing group. {Sections 5.3.1.1, 6.2.2.1}	Option to contribute cash; failure shifts Participant into pooled financing group; allotment fully vested; lose 50% of vested allotment. {Section 5.3.1.1}	100% forfeiture. {Sections 5.3.6.3, 5.5.6}
Loan Financing Participant	Lose 50% of vested allotment; lose 100% of unvested. {Section 5.4.6.4}	Same as for initial construction costs.	Lose 50% of vested allotment. {Section 5.4.6}	100% forfeiture. {Sections 5.3.6.3, 5.5.6}
Reallocation of Participants' Forfeited Allotments	Forfeited allotment (1) offered to non-defaulting participants, then (2) offered to other Windy Gap participants, then (3) allocated to non-defaulting participants. Whoever takes on the forfeited allocation must fill the financial "hole" caused by the default. {Sections 5.4.6.5, 5.5.7}	Same as for initial construction costs.	Same as for construction costs.	Forfeited allotment is allocated to non-defaulting participants, who take on overdue and future O&M payment obligations. {Section 5.5.7}
Step-Up for Loan Participants' Forfeited Allotment	Forfeited allotment (1) offered to non-defaulting loan participants (voluntary step-up), then (2) any unsubscribed amount is allocated to non-defaulting loan participants (mandatory step-up). Mandatory step-up obligations in any single year limited to 35% of existing allotment. Whoever takes on the forfeited allocation must fill the financial "hole" caused by the default. {Section 5.4.6.6}	Same as for initial construction costs.	Same as for construction costs.	Forfeited allotment is allocated to non-defaulting participants, who take on overdue and future O&M payment obligations. {Section 5.5.7}
Other Default Tools	<ul style="list-style-type: none"> A defaulting participant remains liable for all unfulfilled payment obligations. {Section 5.3.6.5} Available legal and equitable remedies apply to defaulting participants (or the Enterprise, if it defaults). {Section 5.3.7} Prevailing party in litigation can recover its costs and attorneys' fees. {Section 5.3.7} Any participant can enforce the obligations of another participant. {Section 5.10} 			

WINDY GAP FIRING PROJECT ACTIVITY ENTERPRISE

Preliminary Capital Structure		
WGFP Construction Cost Estimate	\$	660.00
Participant Contributions	\$	74.00
Future Cash Contributions	\$	120.09
Subordinate Loan	\$	90.00
Senior Debt	\$	375.91
Total Future Contributions (Bonds/Cash)	\$	586.00



Assumptions		
Sr. Debt Term	30	
DSRF	50% MADS	
Sub Debt Rate	2.08%	
Sub Debt Term	30	
DSRF	MADS	
30YR TIC	2.95%	
20YR TIC	2.24%	
Split 20yr	2.39%	
Split 30yr	2.95%	
Split Combined	2.62%	

Draws		
4/1/2021	87,330,069.43	23.2%
4/1/2022	146,386,747.73	38.9%
4/1/2023	63,334,126.70	16.8%
4/1/2024	63,334,126.70	16.8%
4/1/2025	15,528,751.65	4.1%
Total	\$375,913,822.22	100.0%

	Rating	Storage Capacity (AF)	Storage Capacity (%)	Construction Cost Share (\$mm)	Cash (\$mm)	Pooled Financing (mm)	Pooled Financing (%)	Subordinate Loan (\$mm)	Subordinate Loan (\$mm)	Senior Financing (mm)	Senior Financing (%)
Broomfield	Aa3/-/-	26,464	29.40%	\$172.31	\$22.00	\$150.31	32.26%	\$29.04	32.26%	\$121.27	32.26%
Platte River Power Authority	Aa2/AA/AA	16,000	17.78%	\$104.18	\$27.00	\$77.18	16.56%	\$14.91	16.56%	\$62.27	16.56%
Loveland	-/-/-	10,000	11.11%	\$65.11	\$20.00	\$45.11	9.68%	\$8.71	9.68%	\$36.40	9.68%
Greeley	Aa2/AA+/-	9,189	10.21%	\$59.83		\$59.83	12.84%	\$11.56	12.84%	\$48.27	12.84%
Longmont	-/AA/-	7,500	8.33%	\$48.83	\$48.83	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Erie	A1/-/-	6,000	6.67%	\$39.07		\$39.07	8.38%	\$7.55	8.38%	\$31.52	8.38%
Little Thompson Water District	-/AA/-/-	4,850	5.39%	\$31.58		\$31.58	6.78%	\$6.10	6.78%	\$25.48	6.78%
Superior	-/-/-	4,726	5.25%	\$30.77		\$30.77	6.60%	\$5.94	6.60%	\$24.83	6.60%
Louisville	-/AA+/AA+	2,835	3.15%	\$18.46		\$18.46	3.96%	\$3.57	3.96%	\$14.89	3.96%
Fort Lupton	-/A/-	1,190	1.32%	\$7.75		\$7.75	1.66%	\$1.50	1.66%	\$6.25	1.66%
Lafayette	-/AAA/-	900	1.00%	\$5.86		\$5.86	1.26%	\$1.13	1.26%	\$4.73	1.26%
Central Weld County Water District	-/-/-	346	0.38%	\$2.25	\$2.25	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Total		90,000	100.00%	\$586.00	\$120.09	\$465.91	\$1.00	\$90.00	100.00%	\$375.91	100.00%

20-Yr	20-Yr	30-Yr	30-Yr
\$121.27	49.45%		
\$62.27	25.39%		
		\$36.40	27.86%
		\$48.27	36.95%
		\$0.00	0.00%
\$31.52	12.85%		
\$25.48	10.39%		
		\$24.83	19.00%
		\$14.89	11.40%
		\$6.25	4.79%
\$4.73	1.93%		
		\$0.00	0.00%
\$245.27	100.00%	\$130.64	100.00%

65.25%

34.75%

\$375,913,822.22

Original Step Up Calculation

										Applying 35% step-up		
Participants	Rating	Capacity (AF)	% Capacity	Construction Cost (\$mm)	Cash/Other Contribution (\$mm)	Subordinate Loan (\$mm)	Senior Bonds (\$mm)	Share of Senior Financing	Cumulative Share of Financing	Max Step-Up (\$mm)	% Share	Cumulative % Share
Lafayette	-/AAA/-	900	1%	\$5.2		\$0.9	\$4.3	1%	1%	\$5.83	1%	1%
Louisville	-/AA+/AA+	2,835	3%	\$16.4		\$2.8	\$13.6	3%	5%	\$18.35	5%	6%
Greeley	Aa2/AA+/-	9,189	10%	\$53.3		\$9.2	\$44.1	11%	16%	\$59.49	15%	21%
Platte River Power Authority	Aa2/AA/AA	16,000	18%	\$92.7		\$16.0	\$76.7	20%	35%	\$103.58	26%	48%
Longmont	-/AA/-	8,000	9%	\$46.4		\$8.0	\$38.4	10%	45%	\$51.79	13%	61%
Erie	Aa3/-/-	6,000	7%	\$34.8		\$6.0	\$28.8	7%	53%	\$38.84	10%	71%
Little Thompson Water District	-/AA/-	4,850	5%	\$28.1		\$4.9	\$23.3	6%	59%	\$31.40	8%	79%
Broomfield	A1/-/-	26,464	29%	\$153.4	\$22.0	\$26.5	\$104.9	27%	85%	\$141.63	36%	115%
Fort Lupton	-/A/-	1,103	1%	\$6.4		\$1.1	\$5.3	1%	87%	\$7.14	2%	117%
Loveland	-/-/-	9,587	11%	\$55.6	\$18.0	\$9.6	\$28.0	7%	94%	\$37.77	10%	127%
Superior	-/-/-	4,726	5%	\$27.4		\$4.7	\$22.7	6%	100%	\$30.60	8%	134%
Central Weld County WD	-/-/-	346	0%	\$2.0		\$0.3	\$1.7	0%	100%	\$2.24	1%	135%
Total		90,000	100%	\$521.6	\$40.0	\$90.0	\$391.6	100%			135%	

Revised Step-Up Calculation - 30yr Level Debt Service

											Step up				
	Rating	Storage Capacity (AF)	Storage Capacity (%)	Construction Cost Share (\$mm)	Cash (\$mm)	Subordinate Loan (\$mm)	Subordinate Loan (%)	Remaining Obligation (\$mm)	Senior Financing (%)	Cumulative Share of Financing	% Share	Cumulative Share	FY 2027 DS	Step Up DS	Cumulative FY 27 DS
Lafayette	-/AAA/-	900	1.00%	\$5.86	-	\$5.86	1.26%	\$1.13	1.26%	1.26%	1.70%	1.70%	\$0.26	\$0.34	\$0.34
Louisville	-/AA+/AA+	2,835	3.15%	\$18.46	-	\$18.46	3.96%	\$3.57	3.96%	5.22%	5.35%	7.05%	\$0.83	\$1.08	\$1.43
Greeley	Aa2/AA+/-	9,189	10.21%	\$59.83	-	\$59.83	12.84%	\$11.56	12.84%	18.06%	17.34%	24.38%	\$2.68	\$3.51	\$4.94

Platte River Power Authority	Aa2/AA/AA	16,000	17.78%	\$104.18	27.00	\$77.18	16.56%	\$14.91	16.56%	34.63%	22.36%	46.75%	\$3.21	\$4.53	\$9.46
Longmont	-/AA/-	7,500	8.33%	\$48.83	48.83	\$0.00	0.00%	\$0.00	0.00%	34.63%	0.00%	46.75%	\$0.00	\$0.00	\$9.46
Little Thompson Water District	-/AA/-	4,850	5.39%	\$31.58	-	\$31.58	6.78%	\$6.10	6.78%	41.40%	9.15%	55.90%	\$1.41	\$1.85	\$11.32
Broomfield	Aa3/-/-	26,464	29.40%	\$172.31	22.00	\$150.31	32.26%	\$29.04	32.26%	73.67%	43.55%	99.45%	\$6.53	\$8.82	\$20.13
Erie	A1/-/-	6,000	6.67%	\$39.07	-	\$39.07	8.38%	\$7.55	8.38%	82.05%	11.32%	110.77%	\$1.75	\$2.29	222.43
Fort Lupton	-/A/-	1,190	1.32%	\$7.75	-	\$7.75	1.66%	\$1.50	1.66%	83.71%	2.25%	113.01%	\$0.35	\$0.45	\$22.88
Loveland	-/-/-	10,000	11.11%	\$65.11	20.00	\$45.11	9.68%	\$8.71	9.68%	93.40%	13.07%	126.08%	\$1.84	\$2.65	\$25.53
Superior	-/-/-	4,726	5.25%	\$30.77	-	\$30.77	6.60%	\$5.94	6.60%	100.00%	8.92%	135.00%	\$1.38	\$1.81	\$27.33
Central Weld County Water District	-/-/-	346	0.38%	\$2.25	2.25	\$0.00	0.00%	\$0.00	0.00%	100.00%	0.00%	135.00%	\$0.00	\$0.00	\$27.33
		90,000	100.00%	\$586.00	\$120.09	\$465.91	100.00%	\$90.00	100.00%		135.00%		\$20.25	\$27.33	

Revised Step-Up Calculation - 20yr/30yr Split Repayment

											Step up					Delta in Base DS	Delta in Step-up
	Rating	Storage Capacity (AF)	Storage Capacity (%)	Construction Cost Share (\$mm)	Cash (\$mm)	Subordinate Loan (\$mm)	Subordinate Loan (%)	Remaining Obligation (\$mm)	Senior Financing (%)	Cumulative Share of Financing	% Share	Cumulative Share	FY 2027 DS	Step Up DS	Cumulative FY 27 DS		
Lafayette	-/AAA/-	900	1.00%	\$5.86	-	\$5.86	1.26%	\$1.13	1.26%	1.26%	1.70%	1.70%	\$0.34	\$0.34	\$0.34	\$0.08	(\$0.08)
Louisville	-/AA+/AA+	2,835	3.15%	\$18.46	-	\$18.46	3.96%	\$3.57	3.96%	5.22%	5.35%	7.05%	\$0.81	\$1.08	\$1.43	(\$0.02)	\$0.02
Greeley	Aa2/AA+/-	9,189	10.21%	\$59.83	-	\$59.83	12.84%	\$11.56	12.84%	18.06%	17.34%	24.38%	\$3.52	\$3.51	\$4.94	\$0.84	(\$0.84)
Platte River Power Authority	Aa2/AA/AA	16,000	17.78%	\$104.18	27.00	\$77.18	16.56%	\$14.91	16.56%	34.63%	22.36%	46.75%	\$3.13	\$4.53	\$9.46	(\$0.08)	\$0.08
Longmont	-/AA/-	7,500	8.33%	\$48.83	48.83	\$0.00	0.00%	\$0.00	0.00%	34.63%	0.00%	46.75%	\$0.00	\$0.00	\$9.46	\$0.00	\$0.00
Little Thompson Water District	-/AA/-	4,850	5.39%	\$31.58	-	\$31.58	6.78%	\$6.10	6.78%	41.40%	9.15%	55.90%	\$1.86	\$1.85	\$11.32	\$0.44	(\$0.44)
Broomfield	Aa3/-/-	26,464	29.40%	\$172.31	22.00	\$150.31	32.26%	\$29.04	32.26%	73.67%	43.55%	99.45%	\$8.57	\$8.82	\$20.13	\$2.04	(\$2.04)
Erie	A1/-/-	6,000	6.67%	\$39.07	-	\$39.07	8.38%	\$7.55	8.38%	82.05%	11.32%	110.77%	\$2.30	\$2.29	222.43	\$0.55	(\$0.55)
Fort Lupton	-/A/-	1,190	1.32%	\$7.75	-	\$7.75	1.66%	\$1.50	1.66%	83.71%	2.25%	113.01%	\$0.34	\$0.45	\$22.88	(\$0.01)	\$0.01
Loveland	-/-/-	10,000	11.11%	\$65.11	20.00	\$45.11	9.68%	\$8.71	9.68%	93.40%	13.07%	126.08%	\$1.79	\$2.65	\$25.53	(\$0.05)	\$0.05
Superior	-/-/-	4,726	5.25%	\$30.77	-	\$30.77	6.60%	\$5.94	6.60%	100.00%	8.92%	135.00%	\$1.34	\$1.81	\$27.33	(\$0.04)	\$0.04
Central Weld County Water District	-/-/-	346	0.38%	\$2.25	2.25	\$0.00	0.00%	\$0.00	0.00%	100.00%	0.00%	135.00%	\$0.00	\$0.00	\$27.33	\$0.00	\$0.00
		90,000	100.00%	\$586.00	\$120.09	\$465.91	100.00%	\$90.00	100.00%		135.00%		\$23.99	\$27.33			



Windy Gap Firming Allotment Contract

Presented to Greeley City Council

October 20, 2020

By Sean Chambers, Director of Water & sewer

WG Firming Project Overview

Windy Gap Firming Project will enhance the storage and yield on the fully consumable and reusable Windy Gap water supply.

Chimney Hallow Reservoir

- 90,000 acre feet of new regional raw water storage on Colorado's Northern Front Range
 - Greeley's share of firming at Chimney Hallow
 - 10.21% or 9,189 AF of Storage
 - Project uses Farr Pump Station and existing C-BT infrastructure to deliver to Front Range participants
 - Treatment at either of Greeley's WTPs

Project also provides for West Slope Nutrient Removal Investments and Colorado River Connectivity Channel

- Contribution of \$2M from the Municipal Subdistrict



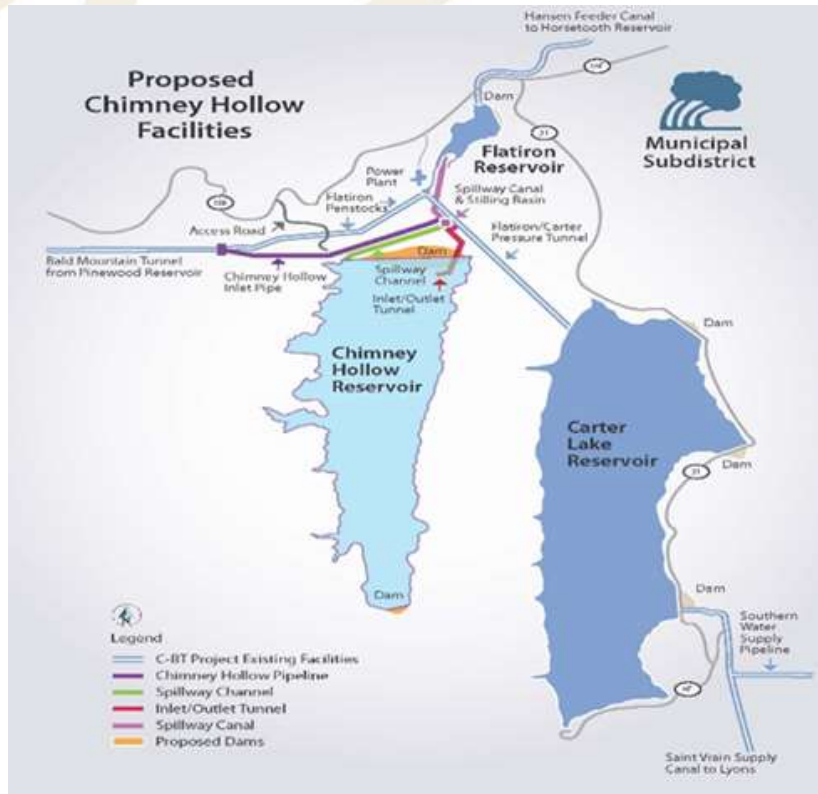
Background

Windy Gap Water Firming Project (WGFP)

- Partnership among 12 water providers
- Leverages Decreed Windy Gap Rights on the Colorado River and existing infrastructure
- WGFP has been permitted, but not yet financed, and not yet constructed.
 - All local, state and federal permits have been approved;
 - 2003 – 2017 State and Federal Permitting
 - Federal District Court Challenge to 404 Permit – Pending
 - Estimated Cost per AF = \$6,600 but likely to escalate with permit litigation and construction delays.
- State Engineer's Office Approved Dam Design (2018-2019)

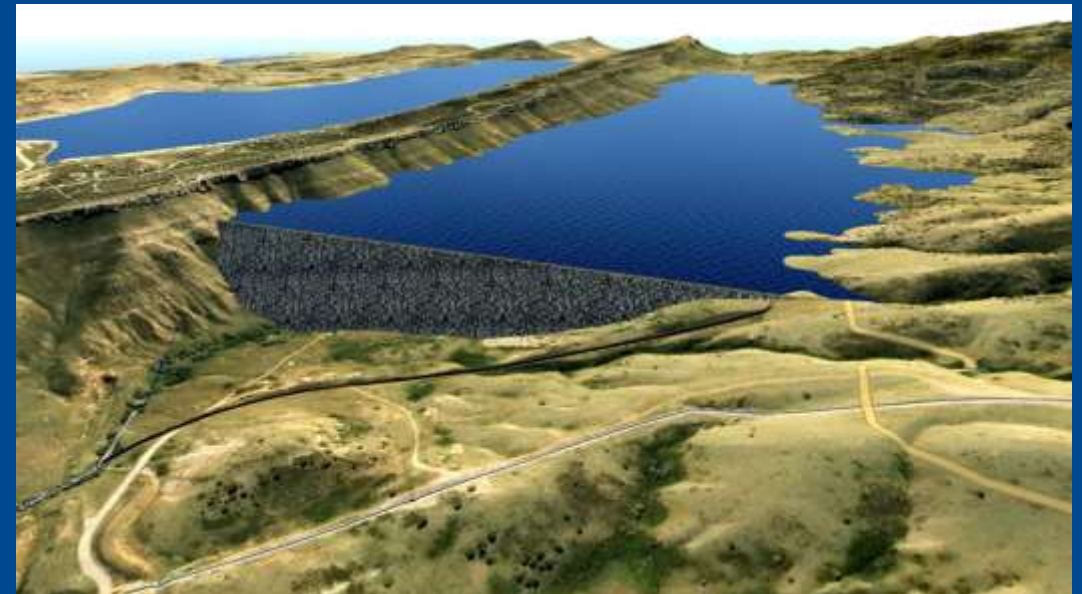


WGFP Chimney Hallow Construction



- Barnard Construction Inc. of Bozeman, Montana
 - Approx. \$487M contract for the construction of the asphalt-core dam and related facilities
- Construction contract to be extended;
 - Pending resolution of litigation and project financing

- Constructing Off-Channel Reservoir in Larimer Co
 - Minimal Environmental Impacts
 - No Threatened or Endangered Species
 - A cost effective regional project that leverages economies of scale with 12 other sophisticated water agencies
 - Construction expected 2021 - 2026



Graphic representation of the future Chimney Hallow Reservoir

Greeley's Participation and Costs:

- Greeley's project share = 10.21%
- Greeley's proportional cost of construction:
 - Approximately \$60,000,000

Financing

- Greeley intends finance its participation with other participants
- 30 year term pooled municipal bond financing
 - Utility rate analysis and budget planning
 - 2021 Water Rate Adjustments support the projects debt service requirement
- Allotment Contract Obligates Greeley to pay its proportionate share
 - Construction Costs and Expenses
 - Post construction operational expenses

Fiscal Impacts to Greeley



Terms of the Allotment Contract

- Financial obligation for its portion of the construction and completion of the Windy Gap Firming Project Infrastructure
- Terms governing the funding of operations after Windy Gap Firming Project completion
- Terms governing the Transfer of a Windy Gap Firming Allotment
 - In limited cases, allotment can be transferred between participants.
- Default terms and conditions (*see attached defaults table*)
 - Defaults and remedies pertaining to Project Construction and Completion
 - Defaults pertaining to Loan Allottees, including mandatory step up provision
 - Mandatory step up ensures bond holders and participants that the project will be financed to completion regardless of a default by a participant
- Defaults on Operating Cost and Expenses Payments
 - Including terms for Final Default and Forfeiture of interest for uncured defaults

Allotment Contract Terms Continued

- Windy Gap Firming Project Funding
 - Payment of Initial Costs and Expense Finding Obligations
 - Project Completion Costs and Expense Obligations
 - Future Extraordinary Costs and Expense Terms
- Payment of Operating Costs and Expenses and Reserve Funds
- Provisions Applicable to Cash Allottees and Provisions Applicable to Loan Allottees



Recommendations:

The Allotment Contracts are critical to the moving the Windy Gap Firming Project (WGFP) project forward, establishing an understanding of obligations among the participants;

- The Agreement in its final form is supported by staff and has been reviewed as to form by the City Attorney's Office. It serves and protects the interests of Greeley.
- The Greeley Water & Sewer Board unanimously supported a resolution approving and recommending to City Council the WGFP Allotment Contract on Sep. 16, 2020

Staff Recommend Approval of a Resolution Authorizing the City to Enter into an Allotment Contract Between The Windy Gap Firming Project Water Activity Enterprise, its related entities and the City of Greeley



Questions



Council Agenda Summary

October 20, 2020

Agenda Item Number 24

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

Title:

Appointment of applicants to the Downtown Development Authority, Greeley Art Commission, and Historic Preservation Commission.

Summary:

Council appointment is needed to the above-mentioned boards and commissions due to vacancies and term expirations. Staff continues to actively recruit to fill all 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 serving on a Board or Commission in general, just that particular agenda item.

Other Issues and Considerations:

Not applicable.

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

October 2020 Boards and Commissions Transmittal Summary



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

***** BALLOT *****

Downtown Development Authority	
<i>1 Vacancy</i>	
<input type="checkbox"/>	ANDY FEINSTEIN
<input type="checkbox"/>	(Recruit For Additional Applicants)

Historic Preservation Commission	
<i>1 Vacancy</i>	
<input type="checkbox"/>	DORAN AZARI
<input type="checkbox"/>	Karl Dukstein
<input type="checkbox"/>	Judy Nordstrom
<input type="checkbox"/>	(Recruit For Additional Applicants)

Greeley Art Commission	
<i>3 Vacancies</i>	
<input type="checkbox"/>	ROBB CASSEDAY
<input type="checkbox"/>	THOMAS DEVORE (I)
<input type="checkbox"/>	Rachel Freeman (I)
<input type="checkbox"/>	SANDY MAGNUSON
<input type="checkbox"/>	Eddie Mirick
<input type="checkbox"/>	James Smith
<input type="checkbox"/>	(Recruit For Additional Applicants)

Incumbent = (I)

Boards & Commissions Transmittal

October 9, 2020

Key Staff Contact: Jerry Harvey, Assistant City Clerk, 350-9746

Interview Date

October 14, 2020

Council Interview Team

Councilmembers Clark and Payton

Council Appointment Date

October 20, 2020

Boards and Commissions Being Interviewed

- Downtown Development Authority
- Greeley Art Commission
- Historic Preservation 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:

^{DS}
RHO

Roy Otto, City Manager

^{DS}
ANY

Anissa Hollingshead, City Clerk

Council Agenda Summary

October 20, 2020

Agenda Item Number 25

Title

Scheduling of Meetings, Other Events

Summary

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Worksession Schedule regarding any upcoming meetings or events.

Attachments

Council Meeting/Worksession Schedule
Council Meetings/Other Events Calendar

City Council Meeting Scheduling

	Current as of 10/16/2020		
	This schedule is subject to change		
Date	Description	Sponsor	Placement/Time
October 27, 2020 Worksession Meeting	Quarterly Financial Report	Robert Miller	0.50
	Impact Fee Presentation	Brad Mueller	1.00
	Development Code Kick-Off	Brad Mueller	0.75
November 3, 2020 Council Meeting	Cancelled as of 1/21/2020		
November 10, 2020 Worksession Meeting	COVID-19 Update	Dan Frazen	0.25
	Council Compensation Review	Maria Gonzales-Estevez	0.50
	Discussion of Aquifer Storage	Sean Chambers	0.50
	Discussion of New Process for Review of Council Direct Reports	Maria Gonzales-Estevez	0.50
	Review of Economic Development Toolbox	Ben Snow	0.25
November 17, 2020 Council Meeting	Ordinance - Intro - Municipal Code Recodification	Anissa Hollingshead	Consent
	Ordinance - Intro - Transfer of Customers and Water Resources to Evans	Sean Chambers	Consent
	Resolution - IGA with School District 6 regarding Boomerang South Land Swamp	Sean Chambers	Regular
	Resolution - IGA with State of Colorado for grant funding and construction of Canal #3 Trail Sections	Andy McRoberts	Consent
	Ordinance - Final - Short Term Rentals	Brad Mueller	Regular
	Boards & Commissions Appointments	Anissa Hollingshead	Regular
	Public Hearing - Westgate Preliminary PUD First Amendment	Brad Mueller	Regular
November 24, 2020 Worksession Meeting			
December 1, 2020 Council Meeting	Resolution - DDA Budget	Robert Miller	Consent
	Resolution - DDA Mill Levy	Robert Miller	Consent
	Ordinance - Intro - Final Additional Appropriation	Robert Miller	Consent
	Ordinance - Final - Municipal Code Recodification	Anissa Hollingshead	Regular
	Ordinance - Final - Transfer of Customer and Water Resources to Evans	Sean Chambers	Regular
December 8, 2020 Worksession Meeting	COVID-19 Update	Dan Frazen	0.25
	Fire Based EMS	Chief Lyman	0.50
	Landscape Code Update	Brad Mueller	0.50
	Sales Tax Definitions and Standardized Collections	Robert Miller	0.50
December 15, 2020 Council Meeting	Ordinance - Final - Final Additional Appropriation	Robert Miller	Regular
	Boards & Commissions Appointments	Anissa Hollingshead	Regular
December 22, 2020 Worksession Meeting			

October 19, 2020 - October 25, 2020

October 2020						
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

November 2020						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Monday, October 19

Tuesday, October 20

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

Wednesday, October 21

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

Thursday, October 22

7:30am - Poudre River Trail (Hall)

12:00pm - 1:00pm Time Capsule Opening (via Zoom) - Council Master Calendar

Friday, October 23

Saturday, October 24

Sunday, October 25

October 26, 2020 - November 1, 2020

October 2020						
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

November 2020						
Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Monday, October 26


11:30am - 12:30pm Greeley Chamber of Commerce (Hall) 

6:00pm - 7:00pm Youth Commission (Butler) 

Tuesday, October 27

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

Wednesday, October 28

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

Thursday, October 29

6:00pm - 8:00pm RSVP Required: Town & County Dinner (Weld County Administration Building, 1150 O Street) - Council Master Calendar

Friday, October 30

Saturday, October 31

Sunday, November 1

November 2, 2020 - November 8, 2020

November 2020						
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					

December 2020						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Monday, November 2

Tuesday, November 3

6:00pm - ***Cancelled*** City Council Meeting

Wednesday, November 4

Thursday, November 5

3:30pm - IG Adv. Board (Butler) Ⓞ

6:00pm - MPO (Gates/Payton) Ⓞ

Friday, November 6

Saturday, November 7

Sunday, November 8



November 9, 2020 - November 15, 2020

November 2020						
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					

December 2020						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Monday, November 9

Tuesday, November 10

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

Wednesday, November 11

Thursday, November 12

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

Friday, November 13

Saturday, November 14

Sunday, November 15

November 16, 2020 - November 22, 2020

November 2020						
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					

December 2020						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Monday, November 16

Tuesday, November 17

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

Wednesday, November 18

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

Thursday, November 19

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

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

Friday, November 20

4:00pm - 6:00pm Webinar and Group Discussion with Dr. Allen
(<https://greeleygov.zoom.us/j/97521340282>) - Council Master Calendar

Saturday, November 21

Sunday, November 22

Council Agenda Summary

October 20, 2020

Agenda Item Number 26

Title

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

Council's Recommended Action

A motion to approve the above authorizations.

Council Agenda Summary

October 20, 2020

Agenda Item Number 27

[Title](#)

Adjournment